



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

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

2023-529 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. City Manager Contract
2. Police Department – Civilian Safety Director

B. Contract Negotiations

1. Madison Asbury Retail- Rental of parking spaces in front of 1200 Ocean Avenue

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

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

### III. **Regular Meeting**

#### A. Public Participation

#### B. Appointment of City Manager

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

#### C. Minutes

- Municipal Council- Executive Meeting November 21, 2023 4:00 PM
- Municipal Council - Regular Meeting - Nov 21, 2023 6:00 PM

#### D. Consent Agenda Resolutions

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

2023-531 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2023-532 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Sewer Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan

2023-533 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - DOT Alternative Transportation Enhancements

2023-534 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2023 Budget

2023-535 Resolution Authorizing the Disposition of Surplus Property

2023-536 Resolution To Adjust Sewer Charges On Various Accounts

#### E. Individual Resolutions

2023-537 Resolution Approving Payment of Bills

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

- 2023-539 Resolution Authorizing a Contract for Upgrades to the Sodium Hypochlorite Control System Needed at the Wastewater Treatment Plant
- 2023-541 Resolution Approving Change Order #2 for Kennedy Park Improvements Project
- 2023-542 Resolution Authorizing an Agreement with Mazza Recycling for the Processing and Disposition of Recyclable Materials
- 2023-543 Resolution Authorizing a Contract for the Disposal of Leaves During the Fall Season
- 2023-544 Resolution Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant
- 2023-545 Resolution awarding Bid for Traffic Stripping to Traffic Lines, Inc.

F. Ordinances

1. Introduction

- 2023-39 Ordinance Of The City Of Asbury Park Amending And Supplementing Subsection 7-40.5, Entitled “License Fees,” Of Section 7-40, “Private Parking Lots,” Of Chapter 7, “Traffic,” Of “The Code Of The City Of Asbury Park.”
- 2023-44 Ordinance Of The City Of Asbury Park To Repeal Section 2-76, Entitled “Award Of Public Contracts,” Of Article X, “Regulation Of Public Contracting, Contributions To Public Offices And Entities,” Of “The Code Of The City Of Asbury Park.”
- 2023-45 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Authorizing The Execution Of A Lease Agreement With Asbury Partners, LLC And Cajun Fish Holdings, LLC For Block 4307, Lots 1, 2 And 3 Within The Asbury Park Waterfront Redevelopment Area
- 2023-46 Ordinance Constituting The 2023 Transportation Update For The City Of Asbury Park, And Amending And Supplementing Chapter 7, Entitled “Traffic,” Of “The Code Of The City Of Asbury Park.”
- 2023-48 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 15, Entitled “Rent Leveling Regulations,” Of “The Code Of The City Of Asbury Park.”

G. Adjournment

**RESOLUTION NO. 2023-529****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 6, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

**A. Personnel:**

1. City Manager Contract
2. Police Department – Civilian Safety Director

**B. Contract Negotiations:**

1. Madison Asbury Retail- Rental of parking spaces in front of 1200 Ocean Avenue

**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





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-530**

Appointment of City Manager



**RESOLUTION NO. 2023-530**

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

**RESOLUTION AUTHORIZING THE APPOINTMENT OF A MUNICIPAL MANAGER  
FOR THE CITY OF ASBURY PARK AND AUTHORIZING THE EXECUTION OF AN  
EMPLOYMENT AGREEMENT RELATING THERETO**

**WHEREAS**, pursuant to N.J.S.A. 40:69A-89, et seq., and Section 2-3 of “The Code of the City of Asbury Park,” the Municipal Council shall appoint a Municipal Manager (also known as the “City Manager”) to serve as the chief executive and administrative official of the municipality, at such salary and under such conditions as the Municipal Council by a majority vote may decide; and

**WHEREAS**, it is the desire of the Asbury Park Mayor and Council to appoint \_\_\_\_\_ to serve as the Municipal Manager of the City, commencing on January 16, 2024, for an indefinite term as set forth in N.J.S.A. 40:69A-93, in accordance with the terms and conditions set forth in the attached Employment Agreement and pursuant to relevant State and local law.

**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, that \_\_\_\_\_ is hereby appointed to serve as the Municipal Manager of the City of Asbury Park, pursuant to N.J.S.A. 40:69A-89, et seq., and Section 2-3 of “The Code of the City of Asbury Park,” commencing on January 16, 2024, for an indefinite term as set forth in N.J.S.A. 40:69A-93, in accordance with the terms and conditions set forth in the attached Employment Agreement and pursuant to relevant State and local law.

**BE IT FURTHER RESOLVED**, that the execution of the attached Employment Agreement by the Mayor and City Clerk, on behalf of the City, is hereby approved and authorized.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution, along with the attached Employment Agreement, shall be provided to each of the following:

- a. \_\_\_\_\_;
- b. JoAnn Boos, Asbury Park Chief Financial Officer;
- c. Denise Callery, Asbury Park Personnel Officer;
- d. Jennifer Roselle, Esq., Asbury Park Labor Counsel; and
- e. Frederick C. Raffetto, Esq., City Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-530 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Tuesday, November 21, 2023  
REGULAR MEETING

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

2023-518 Resolution Authorizing a meeting which excludes the public

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                 |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                 |
| <b>AYES:</b>     | 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 |         |
| Donna Vieiro          | City Manager      | Present |         |
| Frederick Raffetto    | City Attorney     | Present |         |
| Lisa Esposito         | City Clerk        | Present |         |
| Anthony Cucci         | Deputy City Clerk | Present |         |

City Clerk Lisa Esposito called the meeting to order at 6:04 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 Nov 21, 2023 6:00 PM (Minutes)

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

Council member Ahbez-Anderson stated, The only thing that I would like to say to everyone is to wish you all a very happy and safe holiday and to be thankful this holiday is to be with family and friends, people that you love. I hope you all and enjoy, and don't eat too much turkey. Happy Thanksgiving.

Council member Chapman stated, I also want to wish everyone a happy Thanksgiving and to remind everyone that we have some upcoming tree lightings on our calendar. There's a tree lighting in Fireman's Park on Friday, December 1<sup>st</sup>, there's a tree lighting downtown on Saturday, December 2<sup>nd</sup>, we have a Kwanzaa celebration on December 9<sup>th</sup> followed by a tree lighting in Springwood Park on December 9<sup>th</sup> as well. I hope everyone enjoys their holidays, stay safe.

Council member Clayton stated, I also want to repeat best wishes for a wonderful and warm and happy Thanksgiving with you, your family, and friends.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I echo everybody else, have a safe and happy Thanksgiving to all.

**Matters from City Manager**

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

**Matters from City Attorney**

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

**PUBLIC HEARING****Proposed Sewer Connection Fee Increases**

City Attorney, Frederick Raffetto and Municipal Auditor, David Gannon conducted a public hearing regarding proposed sewer connection fee increases.

**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: Samuel Galucci made a comment about the accelerated tax sale, and Lauren made a comment about K. Hovnanian construction staging request.

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**

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

1. Municipal Council- Executive Meeting November 8, 2023 3:00 PM
2. Municipal Council - Regular Meeting - Nov 8, 2023 6:00 PM **Accepted**

### **CONSENT AGENDA RESOLUTIONS**

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

- 2023-519 Resolution Approving Special Event Applications
- 2023-520 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ 2nd Generation Funds
- 2023-521 Resolution Authorizing Grant Application to Monmouth County for Senior Services
- 2023-522 Resolution to Apply for the American Rescue Plan Firefighter Grant (ARPPFG) FY 2024

### **INDIVIDUAL RESOLUTIONS**

- 2023-523 Resolution Approving Payment of Bills

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

- 2023-524 Resolution To Establish A New Sewer Rate Schedule (Connection Fees) Within The City Of Asbury Park, Pursuant To N.J.S.A. 40A:26A-11 And City Code Section 18-5.6

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

- 2023-514 Resolution of the Mayor and City Council of The City of Asbury Park to Authorize Construction Staging for K. Hovnanian Holdings NJ, LLC on Block 4003, Lot 4 and Block 3901, Lots 2 and 3 for the Development of Property located at Block 4003, Lots 1, 2, and 16 and Block 4003, Lots 12, 13, and 14

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

2023-525 Resolution Approving Change Order #2 for the New Fire Department Headquarters

|                  |                                                       |
|------------------|-------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [3 TO 2]</b>                               |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                         |
| <b>SECONDER:</b> | Angela Ahbez-Anderson, Councilmember                  |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton |
| <b>NAYS:</b>     | Amy Quinn, John Moor                                  |

2023-526 Resolution Rescinding Resolution 2023-394, And Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2024 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Administration Budget – FY '24

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

2023-528 Resolution Authorizing The City Of Asbury Park To Execute An Estoppel Certificate And Recognition Agreement Relating To The Property Located At 521 Lake Avenue (Block 3105, Lot 4.02)

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

## ORDINANCES

### Second Reading/Public Hearing

2. Ordinance Of The City Of Asbury Park Amending And Supplementing Section 8-11, Entitled “Rates; Display Of Rates Required,” Of Chapter 8, “Taxicabs, Liveries And Valet Parking,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-38 to the public was made by Council member Chapman and seconded by Mayor Moor . All were favor. No members of the public spoke.

A motion to close 2023-38 to the public was made by Mayor Moor and seconded by Council member Chapman . All were in favor.

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

3. Ordinance Of The City Of Asbury Park Amending And Supplementing Section 12-1, Entitled “State Uniform Construction Code Enforcing Agency,” Of

Chapter 12, “Building And Construction,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-40 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-40 to the public was made by Mayor Moor and seconded by Council member Chapman . All were in favor.

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

4. Ordinance Of The City Of Asbury Park Establishing A New Section 3-11, To Be Known As “Public Parks,” Within Chapter 3, “Police Regulations,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-41 to the public was made by Council member Ahbez-Anderson and seconded by Council member Clayton. All were favor. No members of the public spoke.

A motion to close 2023-41 to the public was made by Mayor Moor and seconded by Council member Chapman . All were in favor.

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

5. Ordinance Amending And Supplementing Chapter 20, Entitled “Environmental Regulations,” Of “The Code Of The City Of Asbury Park” To Establish A New Section Thereof, To Be Known As “§ 20-5. Privately-Owned Salt Storage.”

A motion to open 2023-42 to the public was made by Council member Clayton and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-42 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

## **ADJOURNMENT**

The meeting was adjourned at 6:27 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:27 PM.

Respectfully submitted by:

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





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-531**

Add 2023 Additional National Opioid Settlement Proceeds in the amount of \$9,711.07



## RESOLUTION NO. 2023-531

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

### **RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NATIONAL OPIOID SETTLEMENT PROCEEDS**

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$9,711.07. Which is now available from the NJ Department of Community Affairs National Opioid Settlement Proceeds.

**BE IT FURTHER RESOLVED**, that a like sum of \$9,711.07 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

National Opioid Settlement Proceeds

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-531 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-532**

Adding 2023 Improvements to Sewer Plant \$263,000.00



## RESOLUTION NO. 2023-532

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS  
OF REVENUE IN THE 2023 SEWER BUDGET OF THE CITY OF ASBURY PARK  
PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - AMERICAN RESCUE PLAN**

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the sewer budget of the year 2023 in the sum of \$263,000.00. Which is now available from the American Rescue Plan.

**BE IT FURTHER RESOLVED**, that a like sum of \$263,000.00 hereby appropriated under the following caption:

Sewer Operating Appropriations:  
Public & Private Programs Offset by Revenues:  
American Rescue Plan - Sewer

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

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

NO. 2023-532 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-533**

Adding \$44,175.17 to DOT - Alternative Transportation Enhancements (Grant)



## RESOLUTION NO. 2023-533

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS  
OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT  
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - DOT ALTERNATIVE TRANSPORTATION  
ENHANCEMENTS**

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$44,175.17. Which is now available from the Department of Transportation - Alternatives Transportation Enhancement.

**BE IT FURTHER RESOLVED**, that a like sum of \$44,175.17 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

DOT - Alternative Transportation Enhancements

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



I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-533 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-534**

Routine transfer of funds for year end.



## RESOLUTION NO. 2023-534

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

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

**WHEREAS**, it has been determined that various line items within the 2023 fiscal year operating budget need additional funds to cover these expenditures; and,

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-534 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2022.

LISA ESPOSITO  
CITY CLERK

## 2023 Budget Transfers

| Current Fund:        | From      | To        |
|----------------------|-----------|-----------|
| Administration OE    | 16,000.00 |           |
| Central Functions    | 11,000.00 |           |
| Data Processing SW   | 10,000.00 |           |
| Workers Compensation | 20,000.00 |           |
| Social Services OE   | 6,000.00  |           |
| Recreation SW        | 14,000.00 |           |
| Gasoline             | 10,000.00 |           |
| Clerk SW             |           | 4,000.00  |
| Tax Collector SW     |           | 2,000.00  |
| Cable TV SW          |           | 4,000.00  |
| Data Processing OE   |           | 10,000.00 |
| Liability Insurance  |           | 20,000.00 |
| Fire SW              |           | 11,000.00 |
| Fire OE              |           | 10,000.00 |
| Solid Waste SW       |           | 10,000.00 |
| Social Services SW   |           | 6,000.00  |
| Light, Heat, Power   |           | 10,000.00 |



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-535**

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



## RESOLUTION NO. 2023-535

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

### RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-535 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

November 2023 Auction Items

**6x Wheels & Tires off retired Fire Apparatus**

**2008 Terex TX760B Backhoe Loader**



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-536**

Resolution to back bill accounts that were not billed correctly.





## RESOLUTION NO. 2023-536

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

### RESOLUTION TO ADJUST SEWER CHARGES ON VARIOUS ACCOUNTS

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

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

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

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

1. Bill open charges in the amount of \$1,200.00 for 2020 Q1 to 2023 Q4 on account #10281753-1, 510 Prospect Avenue, assessed to Cohen, Morris, and make due on November 1, 2025.
2. Bill open charges in the amount of \$946.85 for 2020 Q1 to 2023 Q4 on account #10281753-2, 510 Prospect Avenue, assessed to Cohen, Morris, and make due on November 1, 2025.
3. Bill open charges in the amount of \$133.95 for 2023 Q4 on account #10674508-3, 1000 Grand Avenue, assessed to Fourie, Henri Louis, and make due on February 1, 2024.
4. Bill open charges in the amount of \$4,602.35 for 2023 Q4 usage on account #10542751-0, 550 Cookman Avenue, assessed to Cookman Community Development Urban, and make due on February 1, 2024.
5. Apply a credit of \$1,120.00 for 2023 Q3 + Q4 demand onto sewer account #21000668-0, 1146 Springwood Avenue, assessed to Pitts, Aldertha.

6. Bill open charges in the amount of \$1,200.00 for 2020 Q1 to 2023 Q3 on account #10676754-0, 1001 Grand Avenue, assessed to Lidestri, John, and make due on November 1, 2025.
7. Bill open charges in the amount of \$1,200.00 for 2020 Q1 to 2023 Q3 on account #10475750-0, 17 Ridge Avenue, assessed to Harris, Emily & Daniel, and make due on November 1, 2025.
8. Bill open charges in the amount of \$2,433.43 for 2020 Q1 to 2023 Q4 on account #10699003-0, 611 Third Avenue, assessed to Roundtree, Benny L, and make due on November 1, 2025.
9. Bill open charges in the amount of \$1,553.90 for 2020 Q1 to 2023 Q4 on account #10730752-1, 405 Fourth Ave, assessed to Plyler, Ryan & Jennifer, and make due on November 1, 2026.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-536 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-537**

Resolution authorizing the payment of bills in the amount of \$4,264,646.90



## RESOLUTION NO. 2023-537

**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 \$4,264,646.90

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

|                    |                            |
|--------------------|----------------------------|
| CURRENT VOUCHERS   | \$ 2,439,692.90            |
| BOARD OF EDUCATION | <u>1,824,954.00</u>        |
| <br>TOTAL VOUCHERS | <br>\$ <u>4,264,646.90</u> |

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-537 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

November 29, 2023  
02:43 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.E.1.a

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: 2-First      to 3-Last      Bid: Y    State: Y    Other: Y    Exempt: N  
Rcvd Batch Id Range: First    to Last      Encumbrance Date Range: First    to 12/31/23    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: CURRENT  
Department: ADMINISTRATION  
Extd: ADMINISTRATION

|                     |                                      |          |                                |          |      |   |
|---------------------|--------------------------------------|----------|--------------------------------|----------|------|---|
| 3-01-20-100-000-207 | ADMINISTRATION Contractual           |          |                                |          |      |   |
| SURFD005            | SURF DISPATCHING LLC                 | 23-00282 | CODE Blue & Soc Services fares | 120.00   | 0.00 | B |
| 3-01-20-100-000-209 | ADMINISTRATION Professional Services |          |                                |          |      |   |
| BURGI005            | BURGIS ASSOCIATES INC.               | 23-03393 | Invoice 43301 Court Master     | 5,437.50 | 0.00 |   |
| CGPHL005            | CGP&H, LLC                           | 23-03411 | INVOICE #48621 OCTOBER 2023    | 285.00   | 0.00 |   |
|                     |                                      |          |                                | 5,722.50 |      |   |
|                     | Extd Total: ADMINISTRATION           |          |                                | 5,842.50 |      |   |
|                     | Department Total: ADMINISTRATION     |          |                                | 5,842.50 |      |   |

Department: CENTRAL FUNCTIONS  
Extd: CENTRAL FUNCTIONS

|                     |                                     |          |                       |       |      |  |
|---------------------|-------------------------------------|----------|-----------------------|-------|------|--|
| 3-01-20-115-000-299 | CENTRAL FUNCTIONS Misc.             |          |                       |       |      |  |
| UNIPAR              | UNITED PARCEL SERVICE, INC.         | 23-03430 | Postage Invoice 98463 | 19.47 | 0.00 |  |
|                     | Extd Total: CENTRAL FUNCTIONS       |          |                       | 19.47 |      |  |
|                     | Department Total: CENTRAL FUNCTIONS |          |                       | 19.47 |      |  |

Department: MUNIC CLERK  
Extd: MUNICIPAL CLERK

|                     |                               |          |                               |          |      |  |
|---------------------|-------------------------------|----------|-------------------------------|----------|------|--|
| 3-01-20-120-000-217 | MUNICIPAL CLERK Ads&Promotion |          |                               |          |      |  |
| NJADV               | NJ ADVANCE MEDIA LLC          | 23-03384 | #10787087 meeting time change | 124.94   | 0.00 |  |
| GANN005             | GANNETT NEW YORK/NEW JERSEY   | 23-03387 | #9492999 meeting time change  | 47.76    | 0.00 |  |
| GANN005             | GANNETT NEW YORK/NEW JERSEY   | 23-03422 | #s 9513213, 9513244, 9513284  | 174.52   | 0.00 |  |
| GANN005             | GANNETT NEW YORK/NEW JERSEY   | 23-03450 | #9514090 ORD 2023-42 INTRO    | 56.56    | 0.00 |  |
| THECOA              | THE NEW COASTER, LLC          | 23-03484 | #60758 ord 23-32 to 23-37     | 163.47   | 0.00 |  |
| NJADV               | NJ ADVANCE MEDIA LLC          | 23-03486 | #10791083 Res 2023-542        | 499.60   | 0.00 |  |
| GANN005             | GANNETT NEW YORK/NEW JERSEY   | 23-03490 | #9525845 sewer rate change    | 176.75   | 0.00 |  |
|                     |                               |          |                               | 1,243.60 |      |  |

|                     |                          |          |                               |        |      |  |
|---------------------|--------------------------|----------|-------------------------------|--------|------|--|
| 3-01-20-120-000-222 | MUNICIPAL CLERK Training |          |                               |        |      |  |
| LISAE005            | LISA ESPOSITO            | 23-03483 | NJLM 2023 HOTEL REIMBURSEMENT | 493.21 | 0.00 |  |

|                     |                             |          |                               |        |      |  |
|---------------------|-----------------------------|----------|-------------------------------|--------|------|--|
| 3-01-20-120-000-238 | MUNICIPAL CLERK Contractual |          |                               |        |      |  |
| GRALLC              | GRANICUS, LLC               | 23-03477 | INVOICE #175406 DECEMBER 2023 | 755.63 | 0.00 |  |

|                               |          |
|-------------------------------|----------|
| Extd Total: MUNICIPAL CLERK   | 2,492.44 |
| Department Total: MUNIC CLERK | 2,492.44 |

Attachment: Bill List 12-6-23 (2023-537 : Payment of Bills)

| Budget Account<br>Vendor           | Description                              | P.O. Id  | P.O. Description               | Amount   | Void Amount | PO Type |
|------------------------------------|------------------------------------------|----------|--------------------------------|----------|-------------|---------|
| Department: FINANCE                |                                          |          |                                |          |             |         |
| Extd: FINANCIAL ADMINISTRATION     |                                          |          |                                |          |             |         |
| 3-01-20-130-000-202                | FINANCE Office Supplies                  |          |                                |          |             |         |
| WBMASON                            | W.B.MASON CO., INC.                      | 23-03257 | FINANCE SUPPLIES               | 1,018.32 | 0.00        |         |
| 3-01-20-130-000-205                | FINANCE Ads                              |          |                                |          |             |         |
| GANN005                            | GANNETT NEW YORK/NEW JERSEY              | 23-03300 | RFQ CONSULTING PLANNER         | 84.28    | 0.00        |         |
| 3-01-20-130-000-206                | FINANCE Copier                           |          |                                |          |             |         |
| MUNCAP                             | MUNICIPAL CAPITAL CORPORATION            | 23-03418 | #40115604 Contract Pmt 4 of 60 | 1,808.87 | 0.00        |         |
| 3-01-20-130-000-209                | FINANCE Fees                             |          |                                |          |             |         |
| FPMAIL                             | FP Mailing Solutions                     | 23-03481 | #RI105979804 11/1/23-1/31/24   | 234.00   | 0.00        |         |
| 3-01-20-130-000-223                | FINANCE Condo Reimbursements             |          |                                |          |             |         |
| 1215S005                           | 1215 Springwood LLC                      | 23-03381 | 3rd Q Trash Reimbursements     | 1,814.53 | 0.00        |         |
| 1266W005                           | 1266 Washington Realty LLC               | 23-03382 | 3rd Q Trash Reimbursement      | 1,563.98 | 0.00        |         |
|                                    |                                          |          |                                | 3,378.51 |             |         |
|                                    | Extd Total: FINANCIAL ADMINISTRATION     |          |                                | 6,523.98 |             |         |
|                                    | Department Total: FINANCE                |          |                                | 6,523.98 |             |         |
| Department: COMPUTER MIS           |                                          |          |                                |          |             |         |
| Extd: COMPUTERIZED DATA PROCESSING |                                          |          |                                |          |             |         |
| 3-01-20-140-000-219                | COMPUTER DATA PROC. Equipment            |          |                                |          |             |         |
| CDWGOV                             | CDW GOVERNMENT LLC                       | 23-03316 | Q#1CCP6ZB Server RAM           | 521.64   | 0.00        |         |
| AMAZO005                           | AMAZON.COM SERVICES                      | 23-03317 | SC to SC Fiber                 | 32.67    | 0.00        |         |
|                                    |                                          |          |                                | 554.31   |             |         |
| 3-01-20-140-000-226                | COMPUTER DATA PROC. Verizon Connect      |          |                                |          |             |         |
| VERIZ015                           | VERIZON CONNECT                          | 23-03479 | INV#386000048958 11.15.23      | 5,514.12 | 0.00        |         |
|                                    | Extd Total: COMPUTERIZED DATA PROCESSING |          |                                | 6,068.43 |             |         |
|                                    | Department Total: COMPUTER MIS           |          |                                | 6,068.43 |             |         |
| Department: TAX ASSESSOR           |                                          |          |                                |          |             |         |
| Extd: TAX ASSESSOR                 |                                          |          |                                |          |             |         |
| 3-01-20-150-000-209                | TAX ASSESSOR Fees                        |          |                                |          |             |         |
| COUTAX                             | COUNTY TAX ADMINISTRATOR                 | 23-03435 | Record Access Fees 2023        | 1,606.17 | 0.00        |         |
|                                    | Extd Total: TAX ASSESSOR                 |          |                                | 1,606.17 |             |         |
|                                    | Department Total: TAX ASSESSOR           |          |                                | 1,606.17 |             |         |
| Department: LEGAL SERVICES         |                                          |          |                                |          |             |         |
| Extd: LEGAL SERVICES               |                                          |          |                                |          |             |         |
| 3-01-20-155-000-209                | LEGAL SERVICES Fees                      |          |                                |          |             |         |
| MARFAL                             | MARAZITI FALCON, LLP                     | 23-03410 | PROFESSIONAL SERVICES RENDERED | 1,382.50 | 0.00        |         |

Attachment: Bill List 12-6-23 (2023-537 : Payment of Bills)

November 29, 2023  
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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.E.1.a  
Page 1 of 3

| Budget Account<br>Vendor                         | Description                             | P.O. Id  | P.O. Description                       | Amount               | Void Amount | PO Type |
|--------------------------------------------------|-----------------------------------------|----------|----------------------------------------|----------------------|-------------|---------|
| 3-01-20-155-000-209<br>GENBUR GENOVA BURNS LLC   | LEGAL SERVICES Fees                     | 23-03464 | Continued<br>Invoice 504363 AP Vs. CSP | 6,043.00<br>7,425.50 | 0.00        |         |
|                                                  | Extd Total: LEGAL SERVICES              |          |                                        | 7,425.50             |             |         |
|                                                  | Department Total: LEGAL SERVICES        |          |                                        | 7,425.50             |             |         |
| Department: APTV                                 |                                         |          |                                        |                      |             |         |
| Extd: CABLE TV ADVISORY COMMITTEE                |                                         |          |                                        |                      |             |         |
| 3-01-20-162-000-202<br>CDWGOV CDW GOVERNMENT LLC | APTV Equipment                          | 23-03093 | 1CCKRP9 Studio monitor + stand         | 571.42               | 0.00        |         |
|                                                  | Extd Total: CABLE TV ADVISORY COMMITTEE |          |                                        | 571.42               |             |         |
|                                                  | Department Total: APTV                  |          |                                        | 571.42               |             |         |
|                                                  | CAFR Total:                             |          |                                        | 30,549.91            |             |         |
| Department: Planning Department                  |                                         |          |                                        |                      |             |         |
| Extd: Planning Department                        |                                         |          |                                        |                      |             |         |
| 3-01-21-179-000-202<br>CDWGOV CDW GOVERNMENT LLC | PLANNING DEPT. Office Supplies          | 23-03297 | Q#1CCPW3Q Planning Director            | 2,322.09             | 0.00        |         |
| 3-01-21-179-000-209<br>JACSER JACK A. SERPICO    | PLANNINF DEPT. Planning Board Fees      | 23-03405 | PB & ZB LEGAL SERVICES 10.23           | 450.00               | 0.00        |         |
| 3-01-21-179-000-210<br>JACSER JACK A. SERPICO    | PLANNING DEPT. Zoning Board Fees        | 23-03405 | PB & ZB LEGAL SERVICES 10.23           | 525.00               | 0.00        |         |
|                                                  | Extd Total: Planning Department         |          |                                        | 3,297.09             |             |         |
|                                                  | Department Total: Planning Department   |          |                                        | 3,297.09             |             |         |
|                                                  | CAFR Total:                             |          |                                        | 3,297.09             |             |         |
| Department: CONST CODE                           |                                         |          |                                        |                      |             |         |
| Extd: CONSTRUCTION CODE OFFICIAL                 |                                         |          |                                        |                      |             |         |
| 3-01-22-200-000-204<br>GRAING GRAINGER, INC.     | CONST CODE Equipment                    | 23-03164 | PORTABLE AIR CLEANER                   | 1,236.26             | 0.00        |         |
|                                                  | Extd Total: CONSTRUCTION CODE OFFICIAL  |          |                                        | 1,236.26             |             |         |
|                                                  | Department Total: CONST CODE            |          |                                        | 1,236.26             |             |         |
|                                                  | CAFR Total:                             |          |                                        | 1,236.26             |             |         |
| Department: POLICE                               |                                         |          |                                        |                      |             |         |
| Extd: POLICE DEPARTMENT                          |                                         |          |                                        |                      |             |         |
| 3-01-25-240-000-216<br>CDWGOV CDW GOVERNMENT LLC | POLICE Supplies-Compu.                  | 23-03304 | Q#1CCPVT Camera Accessory              | 99.84                | 0.00        |         |
| 3-01-25-240-000-218<br>POWDMS POWERDMS INC.      | POLICE Contract.Serv.                   | 23-02870 | ANNUAL SUBSCRIPTION 11/24/23 -         | 7,780.95             | 0.00        |         |
| OPTIMUM OPTIMUM                                  |                                         | 23-03496 | #07866-182313-01-5 11/8-12/07          | 287.93               | 0.00        |         |

Attachment: Bill List 12-6-23 (2023-537 : Payment of Bills)

November 29, 2023  
02:43 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.E.1.a

| Budget Account<br>Vendor               | Description                             | P.O. Id | P.O. Description | Amount    | Void Amount | PO Type |
|----------------------------------------|-----------------------------------------|---------|------------------|-----------|-------------|---------|
| 3-01-25-240-000-218                    | POLICE Contract.Serv.                   |         | Continued        |           |             |         |
| THOWES THOMSON WEST CUSTOMER SERVICE   | 23-03497 #849211555 NOV 2023 SOFTWARE   |         |                  | 258.30    | 0.00        |         |
|                                        |                                         |         |                  | 8,327.18  |             |         |
| 3-01-25-240-000-222                    | POLICE Training                         |         |                  |           |             |         |
| GLOPRO GLOCK PROFESSIONAL, INC.        | 23-03444 #TRP/100188807 10/25 WORKSHOP  |         |                  | 500.00    | 0.00        |         |
| STATOX STATE TOXICOLOGY LABORATORY     | 23-03495 August random drug screening   |         |                  | 45.00     | 0.00        |         |
|                                        |                                         |         |                  | 545.00    |             |         |
| 3-01-25-240-000-276                    | POLICE: PAL Expenses                    |         |                  |           |             |         |
| COROM005 CORO MED                      | 23-02449 G5 Fully Automated AED         |         |                  | 1,672.00  | 0.00        |         |
| AMAZO005 AMAZON.COM SERVICES           | 23-03251 IT SUPPLIES FOR COMM RELATIONS |         |                  | 55.24     | 0.00        |         |
| TRESTA TREASURER, STATE OF NJ          | 23-03493 #1303-00188-001 ELEVATOR INSPE |         |                  | 232.00    | 0.00        |         |
|                                        |                                         |         |                  | 1,959.24  |             |         |
|                                        | Extd Total: POLICE DEPARTMENT           |         |                  | 10,931.26 |             |         |
|                                        | Department Total: POLICE                |         |                  | 10,931.26 |             |         |
| Department: FIRE DEPT.                 |                                         |         |                  |           |             |         |
| Extd: FIRE DEPARTMENT                  |                                         |         |                  |           |             |         |
| 3-01-25-265-000-202                    | FIRE DEPT. Office Supplies              |         |                  |           |             |         |
| WBMASON W.B.MASON CO., INC.            | 23-03404 QUOTE-NOTEBOOKS & HIGHLIGHTERS |         |                  | 6.47      | 0.00        |         |
| 3-01-25-265-000-203                    | FIRE DEPT. Motor Vehicle                |         |                  |           |             |         |
| FISONS FIS on Site Service LLC         | 23-03060 Blanket PO Not to Exceed       |         |                  | 839.78    | 0.00        | B       |
| FISONS FIS on Site Service LLC         | 23-03193 EST:E1197-8377 Pump Repairs    |         |                  | 762.97    | 0.00        |         |
|                                        |                                         |         |                  | 1,602.75  |             |         |
| 3-01-25-265-000-206                    | FIRE DEPT. Purchase of Equipment        |         |                  |           |             |         |
| GRAING GRAINGER, INC.                  | 23-03112 Qte: 2055614644-Various Items  |         |                  | 164.45    | 0.00        |         |
| 3-01-25-265-000-214                    | FIRE DEPT. Building Maintenance         |         |                  |           |             |         |
| GRAING GRAINGER, INC.                  | 23-03112 Qte: 2055614644-Various Items  |         |                  | 536.17    | 0.00        |         |
| IMPBAG IMPERIAL DADE                   | 23-03354 INV #15019725 SUPPLIES NEEDED  |         |                  | 1,137.00  | 0.00        |         |
|                                        |                                         |         |                  | 1,673.17  |             |         |
| 3-01-25-265-000-222                    | FIRE DEPT. Training                     |         |                  |           |             |         |
| ASHIA005 ASHI ACQUISITION COMPANY      | 23-03420 Q#156650 CPR REAUTHORIZATIONS  |         |                  | 90.00     | 0.00        |         |
| 3-01-25-265-000-229                    | FIRE DEPT. Medical Sup.                 |         |                  |           |             |         |
| VERALP V.E. RALPH & SON, INC.          | 23-03343 Q#105265 ADULT, CHILD EPI PENS |         |                  | 680.00    | 0.00        |         |
| 3-01-25-265-000-255                    | FIRE DEPT. Revenue Guard Fees           |         |                  |           |             |         |
| CORON005 CORONIS HEALTH RCM, LLC dba   | 23-03298 Invoice CHRCM11554 Oct. Fees   |         |                  | 8,930.26  | 0.00        |         |
| 3-01-25-265-000-262                    | FIRE DEPT. Equipment Repairs            |         |                  |           |             |         |
| GEARW005 GEAR WASH                     | 23-02156 BLANKET PO NOT TO EXCEED       |         |                  | 1,885.30  | 0.00        |         |
| IIAFI005 IIA - FIRE DEPARTMENT TESTING | 23-02735 ANNUAL FIRE TESTING            |         |                  | 7,206.90  | 0.00        |         |
|                                        |                                         |         |                  | 9,092.20  |             |         |

Attachment: Bill List 12-6-23 (2023-537 : Payment of Bills)



| Budget Account<br>Vendor          | Description                             | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|-----------------------------------|-----------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| 3-01-25-265-000-270               | FIRE DEPT. Pest Control                 |          |                                |           |             |         |
| WESPE                             | WESTERN PEST SERVICES                   | 23-03390 | INV#8660817 NOVEMBER 2023      | 123.60    | 0.00        |         |
|                                   | Extd Total: FIRE DEPARTMENT             |          |                                | 22,362.90 |             |         |
|                                   | Department Total: FIRE DEPT.            |          |                                | 22,362.90 |             |         |
|                                   | CAFR Total:                             |          |                                | 33,294.16 |             |         |
| Department: STREETS & ROAD        |                                         |          |                                |           |             |         |
| Extd: STREETS & ROADS MAINTENANCE |                                         |          |                                |           |             |         |
| 3-01-26-290-000-203               | STREETS & ROAD Motor Vehicle            |          |                                |           |             |         |
| THEHOS                            | THE HOSE SHOP, INC.                     | 23-01181 | VARIOUS PARTS BLANKET          | 71.21     | 0.00        | B       |
| SERV005                           | SERVICE TIRE TRUCK CENTERS              | 23-01721 | VARIOUS PARTS BLANKET          | 220.00    | 0.00        | B       |
| CHEVAL                            | CHERRY VALLEY TRACTOR SALES             | 23-01761 | VARIOUS PARTS BLANKET          | 347.00    | 0.00        | B       |
| ADPIMP                            | ADPRO IMPRINTS, INC.                    | 23-02038 | Trailer Lettering              | 510.00    | 0.00        |         |
| GPCNA091                          | GPC-NAPA AUTO PARTS                     | 23-02472 | VARIOUS PARTS BLANKET          | 100.68    | 0.00        | B       |
| SEACHE                            | SEACOAST CHEVROLET OLDS-                | 23-02859 | VARIOUS PARTS BLANKET          | 551.17    | 0.00        | B       |
| EASAUT                            | EASTERN AUTOPARTS WAREHOUSE             | 23-02971 | VARIOUS PARTS BLANKET          | 1,888.87  | 0.00        | B       |
| SEAFOR                            | SEA BREEZE FORD INC.                    | 23-03030 | VARIOUS PARTS BLANKET          | 1,109.79  | 0.00        | B       |
|                                   |                                         |          |                                | 4,798.72  |             |         |
| 3-01-26-290-000-213               | STREETS & ROAD Safety Equipment         |          |                                |           |             |         |
| GRAING                            | GRAINGER, INC.                          | 23-03212 | Gloves                         | 1,140.00  | 0.00        |         |
| 3-01-26-290-000-215               | STREETS & ROAD Misc. Hardware           |          |                                |           |             |         |
| GRAING                            | GRAINGER, INC.                          | 23-03313 | KNEE PADS, TIES & ADHESIVE     | 150.61    | 0.00        |         |
| 3-01-26-290-000-218               | STREETS & ROAD Contract.Serv.           |          |                                |           |             |         |
| BURCONT                           | BURKE CONTRACTING, LLC                  | 23-03356 | WINTERIZE PARKS                | 340.00    | 0.00        |         |
| OPTIMUM                           | OPTIMUM                                 | 23-03398 | #07866-183188-01-1 11/8 - 12/7 | 44.79     | 0.00        |         |
| ALLBOI                            | ALLIED BOILER REPAIR CORP.              | 23-03401 | #19385 REPAIR TO BOILER AT C.H | 335.00    | 0.00        |         |
| DANIE010                          | DANIEL VIRTGAYM                         | 23-03412 | reimbursement boots 2023       | 109.96    | 0.00        |         |
| YVODA                             | YVONNE ADAMS                            | 23-03432 | reimbursement League hotel Rm. | 219.12    | 0.00        |         |
| CINCOR                            | CINTAS CORPORATION NO 2                 | 23-03473 | #5185033355 MEDICAL RESTOCK    | 204.82    | 0.00        |         |
|                                   |                                         |          |                                | 1,253.69  |             |         |
|                                   | Extd Total: STREETS & ROADS MAINTENANCE |          |                                | 7,343.02  |             |         |
|                                   | Department Total: STREETS & ROAD        |          |                                | 7,343.02  |             |         |
| Department: SOLID WASTE           |                                         |          |                                |           |             |         |
| Extd: SOLID WASTE COLLECTION      |                                         |          |                                |           |             |         |
| 3-01-26-305-000-209               | SOLID WASTE Fees                        |          |                                |           |             |         |
| DELDEM                            | DELISA DEMOLITION, INC.                 | 23-03292 | #279141 & #279142 CONSTR DEBRI | 1,251.55  | 0.00        |         |
| OHAG                              | OHAGAN NURSERY COMPOST DIVISIO          | 23-03319 | disposal of leaves 10/30-11/3  | 3,502.80  | 0.00        |         |
| MASREC                            | MAZZA RECYCLING SERVICES, LTD.          | 23-03335 | #1014380 RECYCLING OCT 2023    | 12,049.70 | 0.00        |         |
| MASREC                            | MAZZA RECYCLING SERVICES, LTD.          | 23-03357 | #982680 & 1012869 SEPT & OCT   | 1,637.31  | 0.00        |         |
| OHAG                              | OHAGAN NURSERY COMPOST DIVISIO          | 23-03408 | DISPOSAL OF LEAVES 11/6- 11/10 | 198.00    | 0.00        |         |
| DELDEM                            | DELISA DEMOLITION, INC.                 | 23-03414 | #279634 TRASH FEES 11/1- 11/15 | 26,538.04 | 0.00        |         |
| DELDEM                            | DELISA DEMOLITION, INC.                 | 23-03417 | #279454 & 279455 CONSTR DEBRIS | 1,301.50  | 0.00        |         |
|                                   |                                         |          |                                | 46,478.90 |             |         |

Attachment: Bill List 12-6-23 (2023-537 : Payment of Bills)

| Budget Account<br>Vendor   | Description                            | P.O. Id  | P.O. Description                  | Amount     | Void Amount | PO Type |
|----------------------------|----------------------------------------|----------|-----------------------------------|------------|-------------|---------|
| 3-01-26-305-000-218        | SOLID WASTE Contract. Serv.            |          |                                   |            |             |         |
| DELDEM                     | DELISA DEMOLITION, INC.                | 23-03434 | #280932 DECEMBER 2023             | 47,083.30  | 0.00        |         |
|                            | Extd Total: SOLID WASTE COLLECTION     |          |                                   | 93,562.20  |             |         |
|                            | Department Total: SOLID WASTE          |          |                                   | 93,562.20  |             |         |
| Department: BUILDING & GND |                                        |          |                                   |            |             |         |
| Extd: BUILDINGS & GROUNDS  |                                        |          |                                   |            |             |         |
| 3-01-26-310-000-202        | BUILDING & GND Janitorial Supplies     |          |                                   |            |             |         |
| ATRAJ005                   | ATRA JANITORIAL SUPPLY CO. INC         | 23-02496 | janitorial supplies               | 3,064.03   | 0.00        |         |
| 3-01-26-310-000-204        | BUILDING & GND Building Supplies       |          |                                   |            |             |         |
| ATRAJ005                   | ATRA JANITORIAL SUPPLY CO. INC         | 23-02866 | 12 waste cans & bags              | 134.70     | 0.00        |         |
| CAMSUP                     | CAMPBELL SUPPLY COMPANY INC.           | 23-03285 | #0230755 Rework Door Lock         | 100.00     | 0.00        |         |
|                            |                                        |          |                                   | 234.70     |             |         |
|                            | Extd Total: BUILDINGS & GROUNDS        |          |                                   | 3,298.73   |             |         |
|                            | Department Total: BUILDING & GND       |          |                                   | 3,298.73   |             |         |
|                            | CAFR Total:                            |          |                                   | 104,203.95 |             |         |
| Department: PUBLIC ASST    |                                        |          |                                   |            |             |         |
| Extd: SOCIAL SERVICES:     |                                        |          |                                   |            |             |         |
| 3-01-27-345-000-208        | SOCIAL SERVICES Events                 |          |                                   |            |             |         |
| ATTHE                      | AT THE TABLE LLC                       | 23-02915 | Meal 4 Kwanzaa Cele. @ Sr Ctr     | 630.00     | 0.00        |         |
|                            | Extd Total: SOCIAL SERVICES:           |          |                                   | 630.00     |             |         |
|                            | Department Total: PUBLIC ASST          |          |                                   | 630.00     |             |         |
| Department: SENIOR CENTER  |                                        |          |                                   |            |             |         |
| Extd: SENIOR CENTER        |                                        |          |                                   |            |             |         |
| 3-01-27-350-000-202        | SENIOR CENTER Util. and Service Contr. |          |                                   |            |             |         |
| ATLFIR                     | ATLANTIC SECURITY & FIRE, INC.         | 23-03416 | INV #14602 12/1/23 - 2/29/24      | 98.85      | 0.00        |         |
| 3-01-27-350-000-205        | SENIOR CENTER Recreation & Social      |          |                                   |            |             |         |
| WBMASON                    | W.B.MASON CO., INC.                    | 23-03388 | Plastic Table Clothes Redwhite    | 163.68     | 0.00        |         |
| 3-01-27-350-000-299        | SENIOR CENTER Misc.                    |          |                                   |            |             |         |
| WBMASON                    | W.B.MASON CO., INC.                    | 23-03279 | Liner, Paptowel, Handsoap, Bleach | 454.49     | 0.00        |         |
| STAPLE                     | STAPLES BUSINESS ADVANTAGE             | 23-03332 | Trifold Papertowel                | 130.96     | 0.00        |         |
|                            |                                        |          |                                   | 585.45     |             |         |
|                            | Extd Total: SENIOR CENTER              |          |                                   | 847.98     |             |         |
|                            | Department Total: SENIOR CENTER        |          |                                   | 847.98     |             |         |
|                            | CAFR Total:                            |          |                                   | 1,477.98   |             |         |
| Department: PUBLIC LIBRARY |                                        |          |                                   |            |             |         |
| Extd: PUBLIC LIBRARY:      |                                        |          |                                   |            |             |         |
| 3-01-29-390-000-011        | PUBLIC LIBRARY Base Salary             |          |                                   |            |             |         |
| ASBFRE                     | ASBURY PARK FREE PUBLIC LIBRAR         | 23-03485 | Library 3rd Payment of 2023       | 5,350.88   | 0.00        |         |

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

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| Budget Account<br>Vendor | Description                      | P.O. Id  | P.O. Description              | Amount    | Void Amount | PO Type |
|--------------------------|----------------------------------|----------|-------------------------------|-----------|-------------|---------|
| 3-01-29-390-000-299      | PUBLIC LIBRARY Misc.             |          |                               |           |             |         |
| ASBFRE                   | ASBURY PARK FREE PUBLIC LIBRAR   | 23-03485 | Library 3rd Payment of 2023   | 69,649.12 | 0.00        |         |
|                          | Extd Total: PUBLIC LIBRARY:      |          |                               | 75,000.00 |             |         |
|                          | Department Total: PUBLIC LIBRARY |          |                               | 75,000.00 |             |         |
|                          | CAFR Total:                      |          |                               | 75,000.00 |             |         |
| Department: LIGHTING     |                                  |          |                               |           |             |         |
| Extd: LIGHT,HEAT,POW     |                                  |          |                               |           |             |         |
| 3-01-31-435-435-299      | LIGHT, HEAT & POWER Misc.        |          |                               |           |             |         |
| NJNATU                   | N.J. NATURAL GAS CO.             | 23-03438 | #08-3138-2340-14 10/17-11/10  | 2,540.50  | 0.00        |         |
| NJNATU                   | N.J. NATURAL GAS CO.             | 23-03442 | Various Accounts 10/17-11/10  | 25,986.83 | 0.00        |         |
|                          |                                  |          |                               | 28,527.33 |             |         |
|                          | Extd Total: LIGHT,HEAT,POW       |          |                               | 28,527.33 |             |         |
| Extd: STREET/TRAFFIC     |                                  |          |                               |           |             |         |
| 3-01-31-435-436-299      | STREET&TRAFFIC LIGHTING Misc.    |          |                               |           |             |         |
| JCPL                     | JCPL                             | 23-03440 | Various Accounts 10/19-11/16  | 19,401.24 | 0.00        |         |
| JCPL                     | JCPL                             | 23-03482 | Various Accounts 10/25-11/24  | 589.34    | 0.00        |         |
|                          |                                  |          |                               | 19,990.58 |             |         |
|                          | Extd Total: STREET/TRAFFIC       |          |                               | 19,990.58 |             |         |
|                          | Department Total: LIGHTING       |          |                               | 48,517.91 |             |         |
| Department: TELEPHONE    |                                  |          |                               |           |             |         |
| Extd: TELEPHONE          |                                  |          |                               |           |             |         |
| 3-01-31-440-000-299      | TELEPHONE Misc.                  |          |                               |           |             |         |
| ATTLLC                   | AT&T MOBILITY LLC                | 23-03439 | Various Accounts 10/12-11/11  | 4,084.23  | 0.00        |         |
| TMOBIL                   | T-MOBILE                         | 23-03509 | #990733363 10/21-11/20        | 295.96    | 0.00        |         |
|                          |                                  |          |                               | 4,380.19  |             |         |
|                          | Extd Total: TELEPHONE            |          |                               | 4,380.19  |             |         |
|                          | Department Total: TELEPHONE      |          |                               | 4,380.19  |             |         |
| Department: GASOLINE     |                                  |          |                               |           |             |         |
| Extd: GASOLINE           |                                  |          |                               |           |             |         |
| 3-01-31-460-000-299      | GASOLINE Misc.                   |          |                               |           |             |         |
| GRIALLI                  | GRIFFITH-ALLIED TRUCKING, LLC    | 23-03433 | #336148 UNLEADED FUEL 11/9/23 | 8,754.07  | 0.00        |         |
|                          | Extd Total: GASOLINE             |          |                               | 8,754.07  |             |         |
|                          | Department Total: GASOLINE       |          |                               | 8,754.07  |             |         |
|                          | CAFR Total:                      |          |                               | 61,652.17 |             |         |

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

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| Budget Account<br>Vendor                                                                   | Description                                | P.O. Id  | P.O. Description              | Amount       | Void Amount | PO Type |
|--------------------------------------------------------------------------------------------|--------------------------------------------|----------|-------------------------------|--------------|-------------|---------|
| Department: BPP-DUE TO BOARD OF ED.<br>Extd: BPP-DUE TO BOARD OF ED.                       |                                            |          |                               |              |             |         |
| 3-01-42-496-000-299                                                                        | BPP DUE TO LOCAL SCHOOL DISTRICT           |          |                               |              |             |         |
| ASBBOA                                                                                     | ASBURY PARK BOARD OF EDUCATION             | 23-03436 | December 2023 School Tax      | 87,505.00    | 0.00        |         |
|                                                                                            | Extd Total: BPP-DUE TO BOARD OF ED.        |          |                               | 87,505.00    |             |         |
|                                                                                            | Department Total: BPP-DUE TO BOARD OF ED.  |          |                               | 87,505.00    |             |         |
|                                                                                            | CAFR Total:                                |          |                               | 87,505.00    |             |         |
| Department: MUNIC COURT<br>Extd: MUNICIPAL COURT                                           |                                            |          |                               |              |             |         |
| 3-01-43-490-000-202                                                                        | MUNIC COURT Office Supplies                |          |                               |              |             |         |
| WBMASON                                                                                    | W.B.MASON CO., INC.                        | 23-03226 | office supplies               | 346.58       | 0.00        |         |
| 3-01-43-490-000-246                                                                        | MUNIC COURT Postage                        |          |                               |              |             |         |
| GREFIN                                                                                     | GREATAMERICA FINANCIAL SVCS.               | 23-03500 | INV #35336208 DECEMBER 2023   | 145.00       | 0.00        |         |
|                                                                                            | Extd Total: MUNICIPAL COURT                |          |                               | 491.58       |             |         |
|                                                                                            | Department Total: MUNIC COURT              |          |                               | 491.58       |             |         |
|                                                                                            | CAFR Total:                                |          |                               | 491.58       |             |         |
| CAFR: CURRENT FUND NON BUDGET ACCTS:<br>Department: TAXES PAYABLE:<br>Extd: TAXES PAYABLE: |                                            |          |                               |              |             |         |
| 3-01-55-001-000-001                                                                        | School Taxes Payable                       |          |                               |              |             |         |
| ASBBOA                                                                                     | ASBURY PARK BOARD OF EDUCATION             | 23-03436 | December 2023 School Tax      | 1,737,449.00 | 0.00        |         |
|                                                                                            | Extd Total: TAXES PAYABLE:                 |          |                               | 1,737,449.00 |             |         |
|                                                                                            | Department Total: TAXES PAYABLE:           |          |                               | 1,737,449.00 |             |         |
|                                                                                            | CAFR Total: CURRENT FUND NON BUDGET ACCTS: |          |                               | 1,737,449.00 |             |         |
|                                                                                            | Fund Total: CURRENT                        |          |                               | 2,136,157.10 |             |         |
| Fund: BEACH<br>Department: UTILITY OE<br>Extd: BEACH UTILITY O/E: OTHER EXPENSES:          |                                            |          |                               |              |             |         |
| 3-05-55-502-000-215                                                                        | BEACH UTILITY O/E: Lumber/Bldg. Supplies   |          |                               |              |             |         |
| ROBCO005                                                                                   | ROBCO SUPPLY LLC                           | 23-03017 | SNOW FENCING FOR BEACH        | 7,990.00     | 0.00        |         |
| 3-05-55-502-000-219                                                                        | BEACH UTILITY O/E: Vehicle                 |          |                               |              |             |         |
| SERVI005                                                                                   | SERVICE TIRE TRUCK CENTERS                 | 23-03359 | DPW ELGIN SWEEPER - TIRE      | 530.72       | 0.00        |         |
| EASAUT                                                                                     | EASTERN AUTOPARTS WAREHOUSE                | 23-03362 | VARIOUS PARTS BLANKET         | 1,152.86     | 0.00        | B       |
| LAWPRO                                                                                     | LAWSON PRODUCTS, INC.                      | 23-03400 | DPW STOCK                     | 205.20       | 0.00        |         |
| SERVI005                                                                                   | SERVICE TIRE TRUCK CENTERS                 | 23-03403 | POLICE FLEET TIRES            | 2,538.12     | 0.00        |         |
| HUDSO005                                                                                   | HUDSON COUNTY MOTORS, INC.                 | 23-03409 | DPW GARBAGE TRK#9 HOOD PISTON | 745.29       | 0.00        |         |
| TAYTOW                                                                                     | TAYLOR'S TOWING                            | 23-03474 | #247652 20 YD ROLLOFF #850    | 595.00       | 0.00        |         |
|                                                                                            |                                            |          |                               | 5,767.19     |             |         |

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

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| Budget Account<br>Vendor                                                                   | Description                                    | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|--------------------------------------------------------------------------------------------|------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| 3-05-55-502-000-222<br>OPTIMUM OPTIMUM                                                     | BEACH UTILITY O/E: Cable                       | 23-03457 | #07866-197754-01-4 11/15-12/14 | 119.40    | 0.00        |         |
|                                                                                            | Extd Total: BEACH UTILITY O/E: OTHER EXPENSES: |          |                                | 13,876.59 |             |         |
|                                                                                            | Department Total: UTILITY OE                   |          |                                | 13,876.59 |             |         |
|                                                                                            | CAFR Total:                                    |          |                                | 13,876.59 |             |         |
|                                                                                            | Fund Total: BEACH                              |          |                                | 13,876.59 |             |         |
| Fund:                                                                                      | TRANSPORTATION UTILITY: BUDGET:                |          |                                |           |             |         |
| Department:                                                                                | UTILITY OE                                     |          |                                |           |             |         |
| Extd:                                                                                      | TRANS.UTILITY O/E: OTHER EXPENSES:             |          |                                |           |             |         |
| 3-06-55-502-000-202<br>GRAING GRAINGER, INC.<br>WBMASON W.B.MASON CO., INC.                | TRANS.UTILITY O/E: Office Supplies             | 23-03345 | SUPPLIES NEEDED TRANSPORTATION | 1,451.08  | 0.00        |         |
|                                                                                            |                                                | 23-03363 | Office Supplies 11-13-23       | 103.54    | 0.00        |         |
|                                                                                            |                                                |          |                                | 1,554.62  |             |         |
| 3-06-55-502-000-208<br>PASPOR PASSPORT LABS, INC.                                          | TRANS.UTILITY O/E: Parking Permits             | 23-03394 | INV1040429 8/23 Permit Fees    | 1,176.30  | 0.00        |         |
| 3-06-55-502-000-210<br>GLESUP GLENCO SUPPLY INC.<br>SIGSEA SIGNS,SEALED & DELIVERED, INC.  | TRANS.UTILITY O/E: Signs                       | 23-03324 | Transportation Center Signage  | 970.00    | 0.00        |         |
|                                                                                            |                                                | 23-03437 | 6620 Trans Center Window Signs | 950.00    | 0.00        |         |
|                                                                                            |                                                |          |                                | 1,920.00  |             |         |
| 3-06-55-502-000-211<br>TRALIN TRAFFIC LINES, INC.                                          | TRANS.UTILITY O/E: Street Markings             | 23-03307 | 10-31-23 Striping              | 4,826.80  | 0.00        |         |
| 3-06-55-502-000-213<br>PARKM005 PARKMOBILE USA, LLC                                        | TRANS.UTILITY O/E: Mobile App Fees             | 23-03383 | INV35737 10/23 Trans Fees      | 8,509.60  | 0.00        |         |
| 3-06-55-502-000-228<br>DYNAM005 DYNAMIC TRAFFIC, LLC                                       | TRANSPORT. UTILITY OE Engineering Fees         | 23-03309 | Prof Srvcs thru 10/7/23        | 4,340.00  | 0.00        |         |
| 3-06-55-502-000-229<br>ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC                             | TRANSPORT. UTILITY OE JANITORIAL               | 23-02496 | janitorial supplies            | 1,968.15  | 0.00        |         |
|                                                                                            | Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES: |          |                                | 24,295.47 |             |         |
|                                                                                            | Department Total: UTILITY OE                   |          |                                | 24,295.47 |             |         |
|                                                                                            | CAFR Total:                                    |          |                                | 24,295.47 |             |         |
|                                                                                            | Fund Total: TRANSPORTATION UTILITY: BUDGET:    |          |                                | 24,295.47 |             |         |
| Fund:                                                                                      | SEWER UTILITY: BUDGET:                         |          |                                |           |             |         |
| Department:                                                                                | UTILITY OE                                     |          |                                |           |             |         |
| Extd:                                                                                      | SEWER UTILITY O/E: OTHER EXPENSES:             |          |                                |           |             |         |
| 3-07-55-502-000-206<br>MANUF005 Manufacturers Edge Inc.<br>WARGEN WARSHAUER GENERATOR, LLC | SEWER UTILITY O/E: Purchase of Equipment       | 23-03142 | WEINMAN WATER PUMP AT WWTP     | 7,873.84  | 0.00        |         |
|                                                                                            |                                                | 23-03360 | GENERATOR FOR SEWER PLANT      | 3,400.00  | 0.00        |         |
|                                                                                            |                                                |          |                                | 11,273.84 |             |         |
| 3-07-55-502-000-211<br>NJNATU N.J. NATURAL GAS CO.                                         | SEWER UTILITY O/E: Light & Power               | 23-03438 | #08-3138-2340-14 10/17-11/10   | 4,147.08  | 0.00        |         |

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| Budget Account<br>Vendor                | Description                                         | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|-----------------------------------------|-----------------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| 3-07-55-502-000-218                     | SEWER UTILITY O/E: Contract Services                |          |                                |                 |             |         |
| LYONS005 LYONS ENVIRONMENTAL SERVICES   |                                                     | 23-03290 | APSA1023 WWTP TESTING OCT '23  | 2,958.00        | 0.00        |         |
|                                         | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:      |          |                                | 18,378.92       |             |         |
|                                         | Department Total: UTILITY OE                        |          |                                | 18,378.92       |             |         |
|                                         | CAFR Total:                                         |          |                                | 18,378.92       |             |         |
|                                         | Fund Total: SEWER UTILITY: BUDGET:                  |          |                                | 18,378.92       |             |         |
|                                         | Year Total:                                         |          |                                | 2,192,708.08    |             |         |
| Fund:                                   | GRANT FUND BUDGET:                                  |          |                                |                 |             |         |
| G-02-43-883-017-200                     | NJ DOT Transportation Alternatives                  |          |                                |                 |             |         |
| FREPAR FRENCH & PARRELLO, PA            |                                                     | 23-03310 | Prof Srvcs Thru 10/20/23       | 17,921.97       | 0.00        |         |
|                                         | Extd Total:                                         |          |                                | 17,921.97       |             |         |
|                                         | Department Total:                                   |          |                                | 17,921.97       |             |         |
| G-02-43-956-022-206                     | ARP Funding                                         |          |                                |                 |             |         |
| ARCAR005 ARCARI & IOVINO ARCHITECTS, PC |                                                     | 22-00891 | TRANSPORTATION RENOVATIONS     | 1,206.08        | 0.00        | B       |
|                                         | Extd Total:                                         |          |                                | 1,206.08        |             |         |
|                                         | Department Total:                                   |          |                                | 1,206.08        |             |         |
| G-02-43-974-023-200                     | UEZ Micro-Business Lease Assistance                 |          |                                |                 |             |         |
| BOHOY005 BOHO YOGA, LLC                 |                                                     | 23-02396 | Lease Subsidy Grant UEZ        | 225.73          | 0.00        | B       |
| INTER015 INTERWOVEN                     |                                                     | 23-02623 | UEZ Lease Subsidy Grant        | 475.00          | 0.00        | B       |
| FREED005 FREEDOM ROCKS INC              |                                                     | 23-02714 | LEASE SUBSIDY GRANT UEZ        | 474.82          | 0.00        | B       |
| VACCA005 VACCARO GUITARS LLC            |                                                     | 23-02979 | LEASE SUBSIDY GRANT UEZ        | 353.30          | 0.00        | B       |
|                                         |                                                     |          |                                | <u>1,528.85</u> |             |         |
|                                         | Extd Total:                                         |          |                                | 1,528.85        |             |         |
|                                         | Department Total:                                   |          |                                | 1,528.85        |             |         |
|                                         | CAFR Total:                                         |          |                                | 20,656.90       |             |         |
|                                         | Fund Total: GRANT FUND BUDGET:                      |          |                                | 20,656.90       |             |         |
|                                         | Year Total:                                         |          |                                | 20,656.90       |             |         |
| Fund:                                   | COMMUNITY DEVELOPMENT BLK GRANT BUDGET:             |          |                                |                 |             |         |
| Extd:                                   | 2019 CDBG B19-MC340100 CFDA 14.218                  |          |                                |                 |             |         |
| T-17-76-850-850-012                     | Reprogrammed Funds                                  |          |                                |                 |             |         |
| WHICOR WHIRL CONSTRUCTION, INC.         |                                                     | 23-01322 | INSTALLATION OF Exercise Equip | 4,200.00        | 0.00        |         |
|                                         | Extd Total: 2019 CDBG B19-MC340100 CFDA 14.218      |          |                                | 4,200.00        |             |         |
|                                         | Department Total:                                   |          |                                | 4,200.00        |             |         |
|                                         | CAFR Total:                                         |          |                                | 4,200.00        |             |         |
|                                         | Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET: |          |                                | 4,200.00        |             |         |

Attachment: Bill List 12-6-23 (2023-537 : Payment of Bills)

| Budget Account<br>Vendor | Description                              | P.O. Id  | P.O. Description             | Amount   | Void Amount | PO Type |
|--------------------------|------------------------------------------|----------|------------------------------|----------|-------------|---------|
| Fund:                    | PLANNING & ZONING ESCROW FUND BUDGET:    |          |                              |          |             |         |
| CAFR:                    | PLANNING & ZONING ESCROW FUND BUDGET:    |          |                              |          |             |         |
| T-21-00-406-000-299      | 500 8TH AVENUE(HYACINTH HOUSE, LLC)      |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03346 | Insite Engineering Oct. 2023 | 316.59   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 316.59   |             |         |
|                          | Department Total:                        |          |                              | 316.59   |             |         |
| T-21-00-412-000-299      | 527 BANGS AVENUE(LINUS HOLDINGS CORP)    |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03346 | Insite Engineering Oct. 2023 | 1,446.59 | 0.00        |         |
|                          | Extd Total:                              |          |                              | 1,446.59 |             |         |
|                          | Department Total:                        |          |                              | 1,446.59 |             |         |
| T-21-00-467-000-299      | 910 COOKMAN AVENUE(900 COOKMAN, LLC)     |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03346 | Insite Engineering Oct. 2023 | 394.86   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 394.86   |             |         |
|                          | Department Total:                        |          |                              | 394.86   |             |         |
| T-21-00-499-000-299      | 216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN) |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03346 | Insite Engineering Oct. 2023 | 383.78   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 383.78   |             |         |
|                          | Department Total:                        |          |                              | 383.78   |             |         |
| T-21-00-538-000-299      | 1411 MEMORIAL DR(THOMAS CALTABILOTA,LLC) |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03346 | Insite Engineering Oct. 2023 | 450.00   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 450.00   |             |         |
|                          | Department Total:                        |          |                              | 450.00   |             |         |
| T-21-00-551-000-299      | 700 MONROE AVE(MONROE AVENUE REALTY,LLC) |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03346 | Insite Engineering Oct. 2023 | 2,478.75 | 0.00        |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03407 | PB & ZB CCH November 2023    | 3,762.50 | 0.00        |         |
|                          |                                          |          |                              | 6,241.25 |             |         |
|                          | Extd Total:                              |          |                              | 6,241.25 |             |         |
|                          | Department Total:                        |          |                              | 6,241.25 |             |         |
| T-21-00-560-000-299      | 614 COOKMAN AVENUE(614 COOKMAN, LLC)     |          |                              |          |             |         |
| JACSER                   | JACK A. SERPICO                          | 23-03405 | PB & ZB LEGAL SERVICES 10.23 | 337.50   | 0.00        |         |
|                          | Extd Total:                              |          |                              | 337.50   |             |         |
|                          | Department Total:                        |          |                              | 337.50   |             |         |
| T-21-00-576-000-299      | 416 BOND STREET(NEWELL ST LLC)           |          |                              |          |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03346 | Insite Engineering Oct. 2023 | 1,642.50 | 0.00        |         |
|                          | Extd Total:                              |          |                              | 1,642.50 |             |         |
|                          | Department Total:                        |          |                              | 1,642.50 |             |         |

Attachment: Bill List 12-6-23 (2023-537 : Payment of Bills)

November 29, 2023  
02:43 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.E.1.a

| Budget Account<br>Vendor                                                    | Description                                          | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|-----------------------------------------------------------------------------|------------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| T-21-00-579-000-299                                                         | 1123 SUMMERFIELD(1123 SUMMERFIELD, LLC)              |          |                                |           |             |         |
| CLACAN CLARKE CATON HINTZ PC                                                |                                                      | 23-03407 | PB & ZB CCH November 2023      | 290.00    | 0.00        |         |
|                                                                             | Extd Total:                                          |          |                                | 290.00    |             |         |
|                                                                             | Department Total:                                    |          |                                | 290.00    |             |         |
| T-21-00-587-000-299                                                         | 905 SUMMERFIELD AVE(LUIS+EDNA IRIZARRY)              |          |                                |           |             |         |
| JACSER JACK A. SERPICO                                                      |                                                      | 23-03405 | PB & ZB LEGAL SERVICES 10.23   | 300.00    | 0.00        |         |
| CLACAN CLARKE CATON HINTZ PC                                                |                                                      | 23-03407 | PB & ZB CCH November 2023      | 36.25     | 0.00        |         |
|                                                                             |                                                      |          |                                | 336.25    |             |         |
|                                                                             | Extd Total:                                          |          |                                | 336.25    |             |         |
|                                                                             | Department Total:                                    |          |                                | 336.25    |             |         |
| T-21-00-589-000-299                                                         | 211 DEWITT(MONMOUTH INVESTMENT PARTNERS)             |          |                                |           |             |         |
| JACSER JACK A. SERPICO                                                      |                                                      | 23-03405 | PB & ZB LEGAL SERVICES 10.23   | 187.50    | 0.00        |         |
|                                                                             | Extd Total:                                          |          |                                | 187.50    |             |         |
|                                                                             | Department Total:                                    |          |                                | 187.50    |             |         |
|                                                                             | CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:    |          |                                | 12,026.82 |             |         |
|                                                                             | Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:    |          |                                | 12,026.82 |             |         |
| Fund:                                                                       | CITY OF ASBURY PARK REDEVELOPMENT ESCROW             |          |                                |           |             |         |
| T-48-56-850-000-842                                                         | iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)             |          |                                |           |             |         |
| MARFAL MARAZITI FALCON, LLP                                                 |                                                      | 23-03410 | PROFESSIONAL SERVICES RENDERED | 6,264.03  | 0.00        |         |
| T-48-56-850-000-846                                                         | 407 LAKE AVENUE(TOLL ASBURY PARK, LLC)               |          |                                |           |             |         |
| MARFAL MARAZITI FALCON, LLP                                                 |                                                      | 23-03410 | PROFESSIONAL SERVICES RENDERED | 1,072.50  | 0.00        |         |
| T-48-56-850-000-850                                                         | 115 4TH AVENUE(SOMERSET ASBURY PARK, LLC)            |          |                                |           |             |         |
| MARFAL MARAZITI FALCON, LLP                                                 |                                                      | 23-03410 | PROFESSIONAL SERVICES RENDERED | 2,665.00  | 0.00        |         |
| ARCHGR ARCHER & GREINER, P.C.                                               |                                                      | 23-03441 | Invoice 4305229 Somerset Urban | 4,127.50  | 0.00        |         |
|                                                                             |                                                      |          |                                | 6,792.50  |             |         |
| T-48-56-850-000-857                                                         | 201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)             |          |                                |           |             |         |
| MARFAL MARAZITI FALCON, LLP                                                 |                                                      | 23-03410 | PROFESSIONAL SERVICES RENDERED | 845.00    | 0.00        |         |
| T-48-56-850-000-870                                                         | BLOCK 4306(ASBURY PARTNERS, LLC)                     |          |                                |           |             |         |
| MARFAL MARAZITI FALCON, LLP                                                 |                                                      | 23-03410 | PROFESSIONAL SERVICES RENDERED | 325.00    | 0.00        |         |
|                                                                             | Extd Total:                                          |          |                                | 15,299.03 |             |         |
|                                                                             | Department Total:                                    |          |                                | 15,299.03 |             |         |
|                                                                             | CAFR Total:                                          |          |                                | 15,299.03 |             |         |
|                                                                             | Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW |          |                                | 15,299.03 |             |         |
|                                                                             | Year Total:                                          |          |                                | 31,525.85 |             |         |
| Total Charged Lines: 270 Total List Amount: 2,244,890.83 Total Void Amount: |                                                      |          |                                | 0.00      |             |         |

Attachment: Bill List 12-6-23 (2023-537 : Payment of Bills)



| Totals by Year-Fund                        |      |              |               |           |              |
|--------------------------------------------|------|--------------|---------------|-----------|--------------|
| Fund Description                           | Fund | Budget Total | Revenue Total | G/L Total | Total        |
| CURRENT                                    | 3-01 | 2,136,157.10 | 0.00          | 0.00      | 2,136,157.10 |
| BEACH                                      | 3-05 | 13,876.59    | 0.00          | 0.00      | 13,876.59    |
| TRANSPORTATION UTILITY: BUDGET:            | 3-06 | 24,295.47    | 0.00          | 0.00      | 24,295.47    |
| SEWER UTILITY: BUDGET:                     | 3-07 | 18,378.92    | 0.00          | 0.00      | 18,378.92    |
| Year Total:                                |      | 2,192,708.08 | 0.00          | 0.00      | 2,192,708.08 |
| GRANT FUND BUDGET:                         | G-02 | 20,656.90    | 0.00          | 0.00      | 20,656.90    |
| COMMUNITY DEVELOPMENT BLK GRANT BUDGE T-17 |      | 4,200.00     | 0.00          | 0.00      | 4,200.00     |
| PLANNING & ZONING ESCROW FUND BUDGET: T-21 |      | 12,026.82    | 0.00          | 0.00      | 12,026.82    |
| CITY OF ASBURY PARK REDEVELOPMENT ESC T-48 |      | 15,299.03    | 0.00          | 0.00      | 15,299.03    |
| Year Total:                                |      | 31,525.85    | 0.00          | 0.00      | 31,525.85    |
| Total Of All Funds:                        |      | 2,244,890.83 | 0.00          | 0.00      | 2,244,890.83 |

**December 6, 2023 Meeting**

|                                                |                 |
|------------------------------------------------|-----------------|
| Balance Brought Forward from Total List Amount | \$ 2,244,890.83 |
| US Bank Operations Ctr. (23-03376)             | \$ 2,017,756.07 |
| CMRS-FP (23-03470)                             | \$ 2,000.00     |

|        |                        |
|--------|------------------------|
| Total: | <u>\$ 4,264,646.90</u> |
|--------|------------------------|



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-538**

Resolution authorizing the purchase of auto-valve replacement needed at the Wastewater Treatment Plant totaling \$262,900.00 utilizing ARP funds from Rapid Pump & Meter Service on the PVSC Co-Op.



## RESOLUTION NO. 2023-538

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

### **RESOLUTION AUTHORIZING THE PURCHASE OF AUTO-VALVE REPLACEMENTS NEEDED AT THE WASTEWATER TREATMENT PLANT**

**WHEREAS**, the City of Asbury Park ("City") has a need for auto-valve replacement at the Wastewater Treatment Plant; and

**WHEREAS**, the City has obtained the attached quotes from Rapid Pump & Meter Service Co., Inc. totaling \$262,900.00 off of the Passaic Valley Sewerage Commission (PVSC) Cooperative Contract #B279A; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for this purchase to Rapid Pump & Meter Service Co., Inc. in the amount of \$262,900.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 3-07-55-502-000-234. The maximum dollar value of the pending contract is as set forth in the resolution.

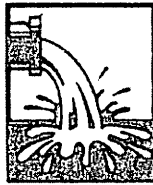
**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of auto-valve replacement needed at the Wastewater Treatment Plant in the amount of \$262,900.00 from Rapid Pump & Meter Service Co., Inc. and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-538 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

# Rapid Pump & Meter Service Co., Inc.



November 14, 2023

Mr. Rudy Corona  
City of Asbury Park  
Rudy.corona@cityofasburypark.com

Reference: Replacement of (10) Electric Actuated Plug Valves at WWTP  
PVSC Co-Op Contract #B279A

Dear Mr. Corona,

As per your request and our site inspection, Rapid Pump & Meter Service Co., Inc. is pleased to offer the following proposal for your approval.

The scope of work shall be as follows:

1. Furnish the labor, material and equipment required to change out hardware on (10) existing 8" electric actuated plug valves in advance of shut downs.
2. Furnish the labor, material and equipment required to set up rigging as necessary to move new full ported electric actuated plug valves into locations where they are to be installed. Prepare and coordinate process shutdowns with Asbury Park as required to isolate flows at areas where valves are to be replaced. Please note that various shutdowns on separate days may be required.
3. Furnish the labor, material and equipment required to disconnect power to and remove (10) existing 8" plug valves and replace with new plug valves. Replace with new plug valves 8" Val-Matic Automated Cam-Centric Plug Valves #5608F.3XP with flanged ends, cast iron body, resilient facing plug and nickel seat complete with AUMA SQ Actuator Model SQ12.2/AM01 open/close, 480V, 3Ph, NEMA 6P, 115V controls.
4. Furnish the labor, material and equipment required to tighten hardware and check lines for leaks after they are placed back into operation.
5. Furnish the labor, material and equipment required to remove all construction debris and clean the work area prior to demobilization from the site.

P.O. Box AY • 285 Straight Street • Paterson, NJ 07509 • Fax (973) 345-0301 • Phone (973) 345-5600  
Emergency Service (201) 933-3569 • servicer.com

Attachment: RAPID PUMP AUTO-VALVE REPLACEMENT (2023-538 : Authorizing the Purchase of Auto-Valve Replacement Needed at the

City of Asbury Park  
November 14, 2023  
Page Two

*The cost for the above scope of work shall be ..... \$262,900.00*

**PLEASE NOTE:**

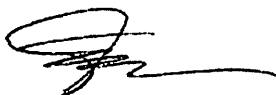
1. A unit price can be offered if requested, however it will vary based upon the number of valves selected.
2. All work shall be performed in a workmanlike manner and with quality materials.
3. All work to be completed during normal working hours.
4. Only those parts and labor listed in this quote are included in the above price. Should other parts or labor be required, it will be billed at an additional cost upon approval.
5. Current lead time on plug valves with actuator is approximately 20-22 weeks after release to manufacture.

All work is quoted on a straight time basis. If overtime is required, this would be at additional cost. Sales taxes, licenses, permits and/or fees, if any, are not included in this proposal.

**Terms: Net 30 Days**

Should you have any questions, please feel free to contact me. Thank you for giving us the opportunity to quote on this project.

SUBMITTED BY:



\_\_\_\_\_  
Steve Kulcsar  
Director  
Rapid Pump & Meter Service Co., Inc.

ACCEPTED BY:

\_\_\_\_\_  
L.S. Date \_\_\_\_\_  
\_\_\_\_\_  
Title

Attachment: RAPID PUMP AUTO-VALVE REPLACEMENT (2023-538 : Authorizing the Purchase of Auto-Valve Replacement Needed at the

**Tracy Lizardi**

---

**From:** Rudy Corona  
**Sent:** Tuesday, November 14, 2023 12:24 PM  
**To:** Robert Bianchini; Gregory Toro; Tracy Lizardi; JoAnn Boos; Donna Vieiro; Ballard, Christine A.  
**Subject:** Primary and Secondary Automatic Sludge Valve / Controller Replacement Proposal  
**Attachments:** SKM\_4750i23111412140.pdf  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

All-here is the updated Quote from Rapid Pump regarding the Auto-Valve replacement project here at the Plant. I have been informed that CDM Smith has approved the work, and we are now ready to proceed with the work. As per my discussion with JoAnn I am emailing you all to keep you informed. Rapid Pump is a PVSC Coop member, their contract number appears on the Quote. I would suggest getting this moving now, the old valve system will be more of an issue in the winter months. Any questions, please reach out to me or Christine Ballard.

Thanks  
Rudy

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

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**From:** donotreply@cityofasburypark.com <donotreply@cityofasburypark.com>  
**Sent:** Tuesday, November 14, 2023 12:14 PM  
**To:** Rudy Corona <Rudy.Corona@cityofasburypark.com>  
**Subject:** Message from KM\_4750i

Attachment: RAPID PUMP AUTO-VALVE REPLACEMENT (2023-538 : Authorizing the Purchase of Auto-Valve Replacement Needed at the



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-539**

Resolution authorizing a contract for the upgrades to the sodium hypochlorite system controls needed at the Wastewater Treatment Plant totaling \$31,850.00 utilizing sewer funds from Neal System Incorporated on the North Jersey Wastewater Cooperative Pricing System.





**RESOLUTION NO. 2023-539**

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

**RESOLUTION AUTHORIZING A CONTRACT FOR UPGRADES TO THE SODIUM  
HYPOCHLORITE CONTROL SYSTEM NEEDED AT THE WASTEWATER  
TREATMENT PLANT**

**WHEREAS**, the City of Asbury Park ("City") has a need to update the sodium hypochlorite system controls at the Wastewater Treatment Plant; and

**WHEREAS**, the City has obtained the attached quotes from Neal System Incorporated totaling \$31,850.00 off of the North Jersey Wastewater Cooperative Pricing System Contract #B343-7; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for this purchase to Neal System Incorporated in the amount of \$31,850.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the Sewer Account 3-07-55-502-000-205. 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 purchase of hypochlorite system controls upgrades needed at the Wastewater Treatment Plant in the amount of \$31,850.00 from Neal System Incorporated and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-539 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

**Tracy Lizardi**

**From:** Rudy Corona  
**Sent:** Wednesday, October 18, 2023 11:43 AM  
**To:** Ballard, Christine A.; Robert Bianchini; Tracy Lizardi; JoAnn Boos  
**Subject:** Fw: [EXTERNAL] Fwd: Chlorine Control System Proposal  
**Attachments:** image002.png; 2023\_10\_13\_WM Quote w graph.pdf

This is a proposal from Neal Systems to update our Hypochlorite System Controls. Currently the 25-year old Control Panel / Hypo feed regulation system no longer functions in the "automatic" (flow based) mode meaning we have to "ballpark" settings to achieve a legal Cl<sub>2</sub> residual in a 24-hr. period. Of course, at night during low flow, we are using substantially more Hypochlorite than necessary. Parts are no longer available for the old control panel (I checked numerous times) which is degraded from age. I would like to proceed with this ASAP for two reasons: Reliable flow-based control of the system, and substantial cost savings for the City re: Hypochlorite costs.

Neal Systems is a PVSC Coop Member see Quote.

Thanks

Rudy

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

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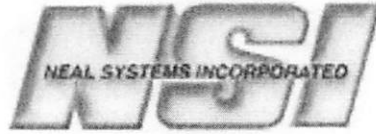
**From:** Gregory Schweikert <gssasburypark@gmail.com>  
**Sent:** Tuesday, October 17, 2023 12:40 PM  
**To:** Rudy Corona <Rudy.Corona@cityofasburypark.com>  
**Subject:** [EXTERNAL] Fwd: Chlorine Control System Proposal

----- Forwarded message -----

**From:** Wayne Martin <[wmartin@nealsystems.com](mailto:wmartin@nealsystems.com)>  
**Date:** Fri, Oct 13, 2023, 3:48 PM  
**Subject:** Chlorine Control System Proposal  
**To:** [gssasburypark@gmail.com](mailto:gssasburypark@gmail.com) <[gssasburypark@gmail.com](mailto:gssasburypark@gmail.com)>  
**Cc:** Peter Jackson <[pjackson@nealsystems.com](mailto:pjackson@nealsystems.com)>, Hugh Davison <[hdavison@nealsystems.com](mailto:hdavison@nealsystems.com)>

Gregg,  
 Thanks again for the tour of your facility.  
 I have attached a proposal for your review.  
 Please let me know if you would need more details or have questions.  
 Enjoy the weekend,

Attachment: UPGRADES TO HYPOCHLORITE SYSTEM QUOTES (2023-539 : Authorizing the Purchase of Upgrades Needed to the Sodium



City of Asbury Park  
1700 Kingsley Street  
Asbury, NJ 07712

10/31/23

Dear Mr. Gregg Schweikert

We understand that the city is considering an effort to restore the automatic control of the chlorine metering pumps and disinfectant system. By doing so, the chlorine dosing of the plant effluent will be less dependent on treatment plant operator management and consistent with your NJ state permitting. In support of this effort, we visited the WWTP for a tour and initial review on Sept. 28 & Oct. 30, 2023.

Neal Systems Incorporated (NSI) is pleased to submit the following control panel project for your review. The opportunity aligns extremely well with NSI's expertise. Our team offers the depth of resources and experience needed to address all the project key elements for reliable equipment operations and long-term support.

The purpose of this document is to cost the restoration of the control system and enhancements ensuring reliable chemical addition and a robust data collection network able to address current as well as your future needs.

Proposal for:

### Revision A - Wastewater Treatment Plant – Automation of the Chlorination Feed System with a Flow Paced Control System

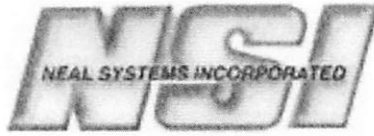
Prepared by: Peter Jackson & Wayne Martin – Client Manager

#### 1. System overview and proposed solution:

The existing system was designed with the ability to vary the speed of the three chlorine metering pumps DC motor voltage with a direct proportional signal from the plant outfall flowmeter. Meaning, if the flow increased during the morning hours, the amount of chlorine would proportionally increase. The same is true during the evening hours when the flow rates are lower, the dosing would decrease. The plant operators will increase or decrease the metering pump stroke control to maintain compliance disinfection levels.

An additional latter project included an on-line "total" chlorine analyzer, recorder and set point controller. The focus of this equipment installation was to "fine tune" or closely control the chlorine addition, lowering time spent by the operators. Unfortunately, on-line analyzers require a high level of maintenance for peak performance.

Over the years, some of the control equipment has failed and is no longer usable. This requires operators to manually maintain the system using valuable labor hours for this important task.



#### Scope of Work:

- 1) Due to the lack of documentation on the existing system, NSI has included in this proposal that our design engineer visit the site for assessment and discovery prior to the development of shop drawings.
- 2) NSI will submit our above shop drawings for approval by the City Engineer prior to final construct.
- 3) NSI will design and build a Polycarbonate NEMA 4 enclosure containing RTU controller, operator interface touch screen and required hardware for a functional system. The enclosure design will consider the harsh environment of the corrosive chlorine fumes.
  - a. The basis of operation is described in the attached drawing below. Three screens will be developed (one for each metering pump) in the touch screen. This will allow individual control settings for each of the metering pumps.
- 4) NSI's field technicians will rework the existing metering pump panel with new lights, switches, potentiometers and LED pump speed displays. The existing SCR drives and associated equipment mounted on the back plane is assumed to be in good condition and will be reused. New SCR's are not in this scope of work.
- 5) Demolition of the Honeywell Recorder and Residual Controller located next to the metering pump control panel is included in this proposal. This will allow space for the new panel Installation. Mounting of the new panel, conduit and wiring is also included in our scope of work and pricing.
- 6) During the installation process, one of the chlorine metering pumps will remain energized and actively available for dosing.
- 7) The proposal includes on-site start-up services and operator instructions.

## 2. Documentation

Our 508-panel shop will construct the new control panel and create drawings for review detailing the wiring connections. We will create "as built" drawings for the city records.

NSI's engineers will program the RTU and OIT for functionality and connectivity and test at our facility prior to shipping.

We will document all the control settings in the RTU and OIT.

**Total Cost: \$31,850.00**





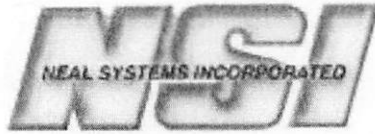
Any additional requests for installation, calibration, or diagnostic troubleshooting will be invoiced at the North Jersey Wastewater Cooperative Pricing System Contract # B343-7 and will require prior authorization by the responsible agent.

Equipment that requires replacement will be quoted by NSI and approved by the responsible agent prior to purchase.

If you wish to discuss options for the proposed plan, please feel free to contact us.

### 3. Terms and conditions

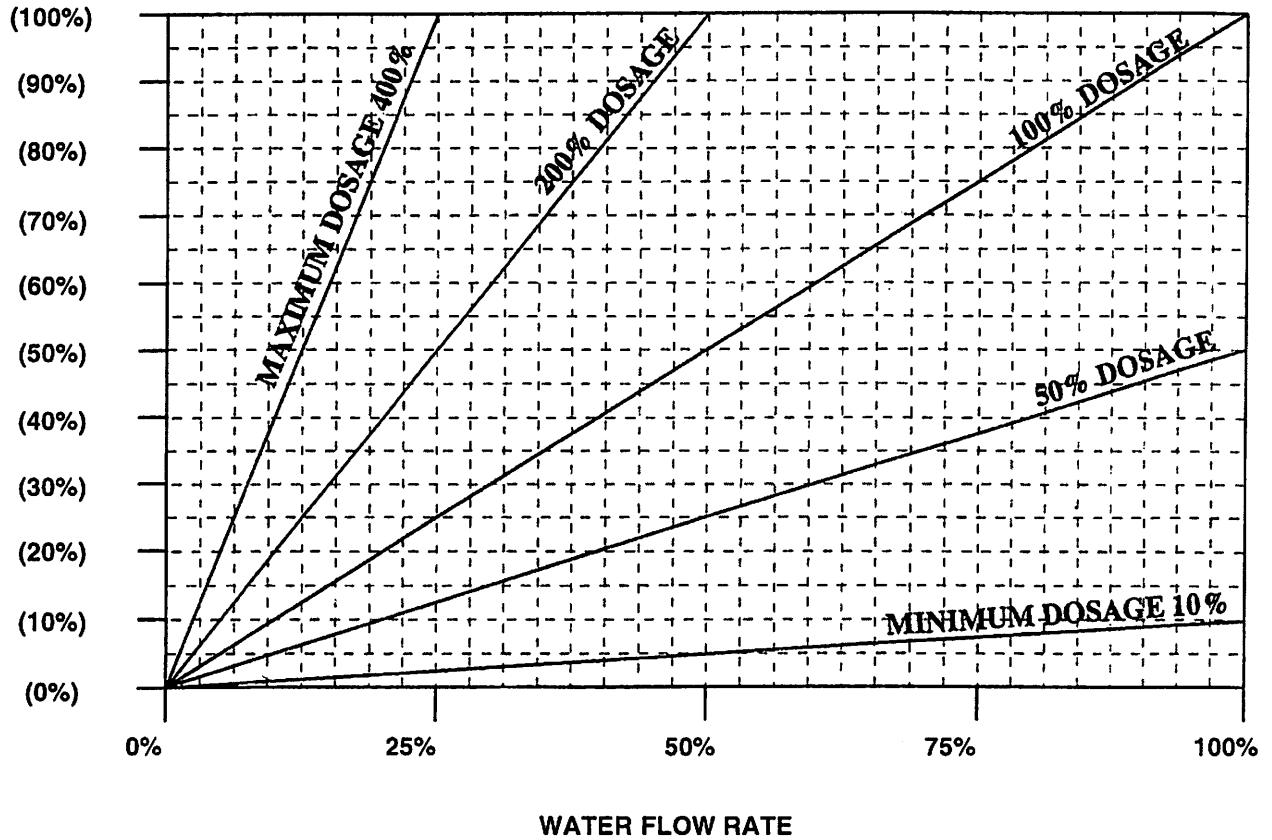
- Payment: 30% of the total contract with issued Purchase Order, 30% after approved drawings, 30% on shipping of materials and 10% after start-up and operator training.
- This quotation is valid for 120 days from the quotation date.
- Prices quoted are FOB Neal Systems inc. and are in \$US. Freight will be prepaid and added. Delivery at such point to common carrier or postal authorities shall constitute delivery to Purchaser, who shall thereafter be responsible for delays, loss or damage in transit.
- Prices do not include sales, use, excise or any other taxes. Purchaser agrees to pay all such taxes or to supply a tax exemption certificate to Neal Systems Inc.
- It is assumed that all areas where work is to be conducted are classified as general purpose.
- It is assumed that all work will be done between the hours of 8am and 5pm on weekdays. In the event that work needs to take place outside of these hours to accommodate schedules other than those of Neal Systems inc. then an additional charge will be levied on those hours affected (see above table).
- All design work done by Neal Systems inc. shall remain the intellectual property of Neal Systems Inc. until such time as the contract is paid in full. In the event that the contract is cancelled before final payment is made, all design work associated with this contract shall be retained by Neal Systems Inc.
- Any typing or pricing errors are subject to correction. Each party must notify the other upon identification of any errors. Any delay of longer than 4 weeks in the project which is caused through actions of others and prevents the milestones in 6 above from being reached will allow Neal Systems Inc. to bill the next appropriate milestone.



### How to place order

A PO can be placed via email to [sales@nealsystems.com](mailto:sales@nealsystems.com). Please reference this quotation. If you place a PO and do NOT receive an acknowledgement, please check that the PO successfully arrived by calling 215-968-7577 and speaking to the sales office.

## DRAWING NO. XX — DOSAGE

CHLORINE  
FEED RATE

The dosage adjustment is used to set (or change) the ratio of chemical (liquid chlorine metering pump output) and flow rate with respect to the process variable (Water Flow Rate) and the water quality (Demand). When using a flowproportional system, 100% dosage is achieved when the chemical feeder is operating at 100% of its feed rate based on an incoming flow meter signal representing 100% of water flow rate. As long as this ratio is maintained, the dosage is 100%.

**EXAMPLE (See above graph):**

A 500 GPD (gallon per day) maximum feed chlorinator must operate at 500 GPD to treat a maximum water flow rate of 10 MGD. If the water flow rate decreases to 5 MGD (50%), the controller will automatically decrease the chlorinator feed rate to 250 GPD (50%) which is still 100% dosage.

In actual plant and system operation, however, the actual "required" dosage is rarely 100%. Because of this, the controller is designed to provide a wide range of dosage adjustment (10% - 400%) and is easily set by the system operator via keypad/HMI.

|                                                                                |                                                                                                                               |                                                                                                      |  |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|--|
| TO: Asbury Park WWTP<br>1700 Kingsley Street<br>Asbury Park, New Jersey, 07712 |                                                                                                                               | FROM: CDM Smith<br>110 Fieldcrest Avenue, Suite 8, 6 <sup>th</sup> Floor Edison, New Jersey<br>08837 |  |
| PROJECT:                                                                       | <b>Automation of the Chlorination Feed System with a Flow Paced Control System</b>                                            |                                                                                                      |  |
| OWNER:                                                                         | <b>City of Asbury Park</b>                                                                                                    |                                                                                                      |  |
| ENGINEER'S Job No:                                                             | <b>283453</b>                                                                                                                 |                                                                                                      |  |
| TRANSMITTING HEREWITH:                                                         |                                                                                                                               |                                                                                                      |  |
| DESCRIPTION:                                                                   | Scope - Revision A - Wastewater Treatment Plant – Automation of the Chlorination Feed System with a Flow Paced Control System |                                                                                                      |  |
| SUBMITTAL NO:                                                                  |                                                                                                                               |                                                                                                      |  |

By Ariel Sayre Date 11/21/23  
Reviewer Name(s)

CDM Smith acknowledges receipt of scope for "Revision A - Wastewater Treatment Plant – Automation of the Chlorination Feed System with a Flow Paced Control System". CDM Smith provides comments but does not provide approval/rejection of scope. CDM Smith does not act as the engineer of record. CDM Smith review is to provide general engineering judgement. Contractor is responsible for design and construction of automation of chlorination feed.

**CDM  
Smith**  
Comments:

| Comment No. | Reference | CDM Smith Review Comments                                                                                                                                                                  |
|-------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1           | General   | CDM Smith takes no exception to the scope as detailed in "Revision A - Automation of Chlorination Feed System with a Flow Paced Control System" as submitted by Neal Systems Incorporated. |



**Tracy Lizardi**

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**From:** Rudy Corona  
**Sent:** Tuesday, November 14, 2023 7:15 AM  
**To:** Robert Bianchini; Ballard, Christine A.; Tracy Lizardi; JoAnn Boos  
**Subject:** Fw: [EXTERNAL] Fwd: Chlorine Control Panel Price Quote Revision  
**Attachments:** image001.png; 2023\_10\_31\_WM Quote Rev A w graph.pdf

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

Here is the revised "turnkey" quote from Neal Systems for the Hypochlorite System upgrade as requested. I believe all concerns have been addressed so I will enter into Edmunds for a PO. Neal is a PVSC Wastewater Coop member contract # B343-7 which appears on the quote. Please reach out with any concerns; I need to move ahead with this.

Thanks---

Rudy

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

---

**From:** Gregory Schweikert <gssasburypark@gmail.com>  
**Sent:** Monday, November 13, 2023 8:45 AM  
**To:** Rudy Corona <Rudy.Corona@cityofasburypark.com>  
**Subject:** [EXTERNAL] Fwd: Chlorine Control Panel Price Quote Revision

----- Forwarded message -----

**From:** Wayne Martin <[wmartin@nealsystems.com](mailto:wmartin@nealsystems.com)>  
**Date:** Tue, Oct 31, 2023, 4:35 PM  
**Subject:** Chlorine Control Panel Price Quote Revision  
**To:** Gregory Schweikert <[gssasburypark@gmail.com](mailto:gssasburypark@gmail.com)>  
**Cc:** Peter Jackson <[pjackson@nealsystems.com](mailto:pjackson@nealsystems.com)>

Hi Greg,

Thanks again for your time Monday.

Find revised proposal attached that includes complete installation and engineering drawings for approval.

Feel free to contact me with any questions,

Attachment: UPGRADES TO HYPOCHLORITE SYSTEM QUOTES (2023-539 : Authorizing the Purchase of Upgrades Needed to the Sodium

# CITY OF ASBURY PARK

Municipal Building  
One Municipal Plaza  
Asbury Park, NJ 07712-7000  
TEL (732)775-2100 FAX (732)775-0441

3.E.3.a

## REQUISITION

NO.

U-004101

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SEWER PLANT  
8TH. AVENUE & OCEAN  
ASBURY PARK, NJ 07712

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VENDOR #: NSINE005

NSI NEAL SYSTEMS, INC  
122 TERRY DRIVE  
NEWTOWN, PA 18940-1851

ORDER DATE: 11/14/23  
DELIVERY DATE:  
STATE CONTRACT:  
F.O.B. TERMS:

| QTY/UNIT | DESCRIPTION          | ACCOUNT NO.                                       | UNIT PRICE  | TOTAL COS |
|----------|----------------------|---------------------------------------------------|-------------|-----------|
| 1.00     | Hypochlorite Upgrade | 3-07-55-502-000-205<br>SEWER UTILITY O/E: Repairs | 31,850.0000 | 31,850.0  |
|          |                      |                                                   | TOTAL       | 31,850.0  |

REQUESTING DEPARTMENT

DATE



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-541**

Resolution approving change order #2 for Kennedy Park Improvements Project in the amount of \$2,840.00. This change order reflects field measured as-built quantities of the various concrete items in the contract resulting in an increase to the original contract price in the amount of 1.56%.



## RESOLUTION NO. 2023-541

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

### **RESOLUTION APPROVING CHANGE ORDER #2 FOR KENNEDY PARK IMPROVEMENTS PROJECT**

**WHEREAS**, the City Council of Asbury Park awarded a contract to Anar Construction, LLC. on June 14, 2023 for Kennedy Park Improvements Project via Resolution #2023-313; and

**WHEREAS**, the original contract amount approved by the City Council was in the sum of one hundred eighty-two thousand two hundred forty-nine and fifty cents (\$182,249.50); and

**WHEREAS**, the City has approved, via Resolution 2023-470, Change Order #1 and had no change to the contract amount of \$182,249.50; and

**WHEREAS**, the City Engineer is requesting Change Order #2 in an increased amount of \$2,840.00; and

**WHEREAS**, Change Order #2 reflects field measured as-built quantities of the various concrete items in the contract resulting in a \$2,840.00 dollar increase to the contract with the new contract amount of \$185,089.50; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in C-04-55-998-184-002 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of Asbury Park, County of Mayor and State of New Jersey that Change Order 2 shall not exceed two thousand eight hundred forty dollars and zero cents (\$2,840.00).

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

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

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

**BE IT FURTHER RESOLVED** that a copy of this Resolution be provided the CFO, Anar Construction, LLC., City Engineer and City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-541 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-G2301

November 14, 2023

Via Email

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

Re: City of Asbury Park  
 Kennedy Park Improvements  
 Anar Construction, LLC  
 Change Order Number 2

Dear Ms. Vieiro:

Attached please find Change Order #2 for the Kennedy Park Improvements Project. This Change Order is recommended for approval, and reflects field measured as-built quantities of the various concrete items in the contract. Please find enclosed signed originals of Change Order Number 2 for processing at the next City Council meeting. This change order represents an increase to the original contract price in the amount of 1.56%.

The adjusted contract price for this project will be \$185,089.50. The net change in contract for Change Order Number 2 is \$2,840.00

No time extension is requested at this time.

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

Very truly yours,

T&amp;M ASSOCIATES

JASON D. HARZOLD  
 PRINCIPAL PROJECT MANAGER

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

JDH:jdH

Enclosures

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

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

DATE: November 14, 2023

PROJECT: Kennedy Park Improvements

OWNER: City of Asbury Park

CONTRACTOR: Anar Construction, LLC

REVISIONS:

EXTRA:

Item 8 Concrete Sidewalk, Colored, 4" Thick  
Item 9 Concrete Pad, 4" Thick

Item quantity increased to reflect as-built quantity  
Item quantity increased to reflect as-built quantity

SUPPLEMENTARY:

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

Item quantity increased to reflect as-built quantity  
Item quantity increased to reflect as-built quantity

SUPPLEMENTARY:

APPROVAL RECOMMENDED:

JASON D. HARZOLD  
PRINCIPAL PROJECT MANAGER

ACCEPTED:

CONTRACTOR:  
Anar Construction, LLC

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL

ADDITIONAL

REDUCTION

A. TOTAL REDUCTIONS  
THIS C.O.  
XXXXXXXXXXXX

B. TOTAL EXTRAS  
THIS C.O.  
XXXXXXXXXXXX

C. TOTAL  
SUPPLEMENTARY  
THIS C.O.  
XXXXXXXXXXXX

TOTALS THIS C.O.  
XXXXXXXXXXXX

NET CHANGE THIS  
CHANGE ORDER  
XXXXXXXXXXXX

PREVIOUS CHANGE  
ORDERS  
XXXXXXXXXXXX

TOTAL CHANGE  
ORDERS TO DATE  
XXXXXXXXXXXX

NET CHANGE IN  
CONTRACT  
XXXXXXXXXXXX

ORIGINAL CONTRACT BID PRICE

\$182,249.50

CHANGE ORDERS TO DATE

1.56%

REVISD CONTRACT PRICE

\$185,089.50

CHANGE ORDER NO. 2

SHEET NO. 2 OF 2

PROJECT NO. ASPK-G2301

PROJECT: Kennedy Park Improvements

OWNER: City of Asbury Park

CONTRACTOR: Anar Construction, LLC

| ITEM NO.  | DESCRIPTION | QUANTITY | UNIT PRICE | AMOUNT |
|-----------|-------------|----------|------------|--------|
| REDUCTION |             |          |            |        |
|           |             |          |            |        |
|           |             |          |            |        |
|           |             |          |            |        |
|           |             |          |            |        |
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|           |             |          |            |        |
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|           |             |          |            |        |
|           |             |          |            |        |

A. TOTAL REDUCTIONS

\$0.00

|       |   |                                      |         |          |            |
|-------|---|--------------------------------------|---------|----------|------------|
| EXTRA | 8 | Concrete Sidewalk, Colored, 4" Thick | 7.00 SY | \$200.00 | \$1,400.00 |
|       | 9 | Concrete Pad, 4" Thick               | 8.00 SY | \$180.00 | \$1,440.00 |
|       |   |                                      |         |          |            |
|       |   |                                      |         |          |            |
|       |   |                                      |         |          |            |
|       |   |                                      |         |          |            |
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B. TOTAL EXTRA

\$2,840.00

|               |  |  |  |  |  |
|---------------|--|--|--|--|--|
| SUPPLEMENTARY |  |  |  |  |  |
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C. TOTAL SUPPLEMENTARY

\$0.00

Attachment: KENNEDY PARK CHANGE ORDER 2 (2023-541 : Change Order #2 for Kennedy Park Improvements Project)



**Tracy Lizardi**

**From:** Jason D. Harzold <JHarzold@tandmassociates.com>  
**Sent:** Tuesday, November 14, 2023 10:50 AM  
**To:** Donna Vieiro; JoAnn Boos; Tracy Lizardi  
**Cc:** Lisa Esposito; James Foster  
**Subject:** [EXTERNAL] RE: Kennedy Park - Anar Construction, LLC - Payment Certificate No. 2 and Change Order No. 2  
**Attachments:** Kennedy Park - Anar Construction - Payment Certificate No 2.pdf; Vieiro\_JDH\_Kennedy Park Change Order No 2.pdf; Kennedy Park - Anar Construction - Change Order No 2.pdf

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

Good morning Donna, JoAnn, and Tracy,

Please find attached Payment Certificate No. 2 and Change Order No. 2 for the Kennedy Park Improvements Project for processing at the next available City Council Meeting.

Change Order No. 2 represents a slight increase in the as-built quantities of Concrete Sidewalk, Colored, 4" Thick (Item 8), and Concrete Pad, 4" Thick (Item 9) as measured in the field. This represents an increase to the original contract amount of \$2,840.00 (1.56%) for an adjusted contract amount of \$185,089.50

For reference, the original contract amount is \$182,249.50

No further Change Orders are anticipated on this project. The final item remaining is the New Jersey American Water connection to the irrigation system which is scheduled for completion this week.

Please call me with any questions.



**JASON D. HARZOLD**  
 CLIENT MANAGER

11 Tindall Road, Middletown, NJ 07748  
 D 732.865.9482 M 908.415.7208  
 JHARZOLD@TANDMASSOCIATES.COM | TANDMASSOCIATES.COM

**From:** Jason D. Harzold  
**Sent:** Wednesday, October 4, 2023 10:51 AM  
**To:** JoAnn Boos <JoAnn.Boos@cityofasburypark.com>  
**Cc:** Donna Vieiro <Donna.Vieiro@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>; Lisa Esposito <Lisa.Esposito@cityofasburypark.com>; dennis gaga <mx51racer@gmail.com>  
**Subject:** Kennedy Park - Anar Construction, LLC - Payment Certificate No. 1 and Change Order No. 1

Good morning JoAnn and Tracy,

Attachment: KENNEDY PARK CHANGE ORDER 2 (2023-541 : Change Order #2 for Kennedy Park Improvements Project)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-542**

Resolution authorizing an agreement with Mazza Recycling for the processing and disposition of recyclable materials from 11/1/23 through 12/31/2024.



## RESOLUTION NO. 2023-542

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

### **RESOLUTION AUTHORIZING AN AGREEMENT WITH MAZZA RECYCLING FOR THE PROCESSING AND DISPOSITION OF RECYCLABLE MATERIALS**

**WHEREAS**, there exists the need for the City of Asbury Park to enter into an agreement for the processing and disposition of recyclable materials recovered through the City's recycling program; and

**WHEREAS**, the Local Public Contracts Law, N.J. S.A. 40A:11-5(1)(s), provides that municipalities may enter into contracts for the disposition of recyclable materials without public bidding; and

**WHEREAS**, this contract is being awarded in accordance with the requirements of N.J. S.A. 19:44A-20.5 et seq. applicable to non-fair and open contracts; and

**WHEREAS**, the City has solicited and obtained a quote from Mazza Recycling; and

**WHEREAS**, Mazza Recycling has completed and submitted a Business Entity Disclosure Certification certifying that it has not made any contributions to any political or candidate committee in the City of Asbury Park in the previous one year period, and the subject contract will prohibit any corporation from making any reportable contributions during the term of this contract; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for the processing and disposition of recyclable materials to Mazza recycling at a rate of \$130.00 per ton and shall not exceed a rate of \$225.00 per ton; and

**WHEREAS**, the amount paid pursuant to this agreement shall not exceed \$250,000.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following account 3-01-26-305-000-209. The maximum dollar value of the pending contract is as set forth in the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes to execute

a Recycling agreement with Mazza recycling in the form attached hereto effective November 1, 2023 through December 31, 2024; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-542 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

**Yvonne Adams**

**From:** Scale Billing <scale-billing@mazzarecycling.com>  
**Sent:** Thursday, November 9, 2023 1:43 PM  
**To:** Scale Billing  
**Subject:** [EXTERNAL] November Pricing

Please be advised of the following pricing delivered to our Tinton Falls facility:

Charge effective 11/01/23.

Non-Contracted Residential Single Stream: (\$130.00) per ton  
 Profit-Sharing Contract, Residential Single Stream: (\$125.00) per ton  
 Commingled: (\$130.00) per ton  
 Contaminated Single Stream: (\$150.00) per ton  
 Bulky Rigid: (\$175.00) per ton w/ half ton minimum charge  
 Boat Wrap: (\$175.00) w/ half ton minimum charge  
 White Boat wrap: (\$175.00) per ton w/ half ton minimum charge  
 Plastic Film: (\$175.00) per ton w/ half ton minimum charge  
 Mixed Paper: (\$10.00) per ton  
 Dual Stream Paper: (\$10.00) per ton

Rebate delivered to our Tinton Falls facility effective 11/09/23.

OCC (Cardboard, loose): \$55.00 per ton  
 OCC Baled: \$75.00 per ton

**Gerard Ciaravalo**

on behalf of [scale-billing@mazzarecycling.com](mailto:scale-billing@mazzarecycling.com)



O: (732) 922-9292 ext. 121  
[scale-billing@mazzarecycling.com](mailto:scale-billing@mazzarecycling.com)  
 3230 Shafto Road, Tinton Falls, NJ 07753  
[www.mazzarecycling.com](http://www.mazzarecycling.com)



*Mazza Recycling Services is the proud recipient of the 2021 NJDEP Award as the Recycling Industry leader of New Jersey.*

**WORKING FOR A GREENER TOMORROW.**

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-543**

Resolution authorizing a contract with O'Hagan Nursery Compost Division for the disposal of leaves during the fall season not-to-exceed \$20,000. Mazza Recycling, located in Tinton Falls is \$8.00 per cubic yard and O'Hagan located in Neptune is \$9.90 per cubic yard. Recommending award to O'Hagan due to proximity to the City and cost savings in travel and gas.



## RESOLUTION NO. 2023-543

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

### **RESOLUTION AUTHORIZING A CONTRACT FOR THE DISPOSAL OF LEAVES DURING THE FALL SEASON**

**WHEREAS**, the City has a need for disposal of leaves during the Fall season; and

**WHEREAS**, the City has solicited and obtained two quotes from O'Hagan Nursery Compost Division and Mazza Recycling; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for the disposal of leaves to O'Hagan Nursery Compost Division, due to travel and gas cost savings, in an amount not-to-exceed \$20,000.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following account 3-01-26-305-000-209. 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 a contract for leaf disposal in the amount not-to-exceed 20,000.00 to O'Hagan Nursery Compost Division and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, 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. 2023-543 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



2 Courtland St Neptune ,Nj 07753  
 Tel.# 732 776 7172 Cell 732 245 8428  
 EIN# 208646528

Nov. 3,, 2023

City of Asbury Park

Oct 30, -> Nov 3 , 2023 Invoice #AP11032023

60 Cy Vac Leaves- \$594.00

240 Cy- Raw Leaves \$2908.80

---

\$3502.80

2023 Nov.1 -new tipping fees

Vacuum Compressed Leaves =\$9.90/ Cubic Yard

Raw Leaves = \$ 12.12/Cubic Yard

Attachment: LEAF DISPOSAL QUOTES (2023-543 : Authorizing a contract for the disposal of leaves during the fall season)



Directions from 1 Municipal Plz, Asbury Park, NJ to 2 Courtland St, Neptune City, NJ

Get step-by-step walking or driving directions from 1 Municipal Plz, Asbury Park, NJ to 2 Courtland St, Neptune City, NJ. Avoid traffic with optimized routes.

- A 1 Municipal Plz, Asbury Park, NJ 0...  
B 2 Courtland St



+ Add stop Route settings

**Choose Your Route**

| Route #1                              | Route #2 | Route #3 |
|---------------------------------------|----------|----------|
| via Springwood Ave and RT-35          |          |          |
| 0hr 5min 1mi                          |          |          |
| IRS Reimbursement:\$0.95              |          |          |
| <a href="#">View route directions</a> |          |          |

Advertisement

*O'Hagan Nursery*

Attachment: LEAF DISPOSAL QUOTES (2023-543 : Authorizing a contract for the disposal of leaves during the fall season)

Directions from 1 Municipal Plz, Asbury Park, NJ to 3230 Shafto Rd, Neptune City, NJ

Get step-by-step walking or driving directions from 1 Municipal Plz, Asbury Park, NJ to 3230 Shafto Rd, Neptune City, NJ. Avoid traffic with optimized routes.

- A 1 Municipal Plz, Asbury Park, NJ 0...
- B 3230 Shafto Rd, Neptune City, NJ ...

+ Add stop    ⚙️ Route settings

Choose Your Route

| Route #1                 | Route #2 | Route #3 |
|--------------------------|----------|----------|
| via RT-33                |          |          |
| 0hr 14min   8mi   🚗      |          |          |
| IRS Reimbursement:\$5.09 |          |          |
| View route directions    |          |          |

Mazza Recycling



James F. Mazza, Jr. President/CEO

Email: nadine@mazzamulch.com  
Phone: 732-922-9292, Ext. 107

**Client Information:**

|                          |                                           |
|--------------------------|-------------------------------------------|
| Customer Name            | City of Asbury Park, DPW                  |
| Street                   | 9 Main Street                             |
| Municipality, State, Zip | Asbury Park, NJ 07712                     |
| Contact Name             | Yvonne Adams                              |
| Contact Phone/FAX        | P: 732-775-0900 (DPW) 732-775-2100 (Main) |
| Contact Email            | Yvonne.adams@cityofasburypark.com         |
| Contact Direct           | P: 732-502-4561                           |
| Proposal File            | 2023.11.20.ScaleLeavesAP                  |

**Service: Scale pricing Leave Disposal, Customer #001148, (Monmouth County) – Pricing for this commodity valid to January 31, 2024.**

**Mazza Mulch, Inc. - SCALE PRICING, Delivery by Municipal trucking**

**Leaves - \$8.00 per Cubic Yard**

*Material is brought to the Mazza Mulch yard at 3230 Shafto Road, Tinton Falls, NJ (Monmouth County)\*\**

**Exclusions/Qualifications:**

1. Municipality prices are listed as tax exempt (New Jersey State Sales Tax)
2. \*\*Materials brought to Mazza yard by trucks having Asbury Park Municipal identification or subcontractor with prior authorization in writing from Asbury Park DPW office. Trucks without this qualifying information will be refused service
3. Please sign below and return to Nadine Santilli ([nadine@mazzarecycling.com](mailto:nadine@mazzarecycling.com)) with your Blanket Purchase Order if you wish to utilize this price offering. Monthly billing will reference dates, ticket numbers and agreed rate.
4. Yard hours posted are Monday-Friday, 7:00 am to 4:00 pm and Saturday, 7:00 am to 1:00 pm  
Mulch yard is closed on Holidays. Call for special delivery arrangements if outside normal business hours.

**Date of Proposal: 11/20/2023**

James F. Mazza, Jr.  
President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Customer-Signature

\_\_\_\_\_  
Print Name and Title of Signatory above

File: MulchProposals/AsburyPark/Leaves2023

Attachment: LEAF DISPOSAL QUOTES (2023-543 : Authorizing a contract for the disposal of leaves during the fall season)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-544**

Awarding bid for supplying liquid sodium hypochlorite to the WWTP to Univar Solutions USA Inc. for 2024 and 2025.



## RESOLUTION NO. 2023-544

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

### **RESOLUTION AWARDING BID FOR SUPPLYING LIQUID SODIUM HYPOCHLORITE TO THE WASTE WATER TREATMENT PLANT**

**WHEREAS**, the City of Asbury Park duly advertised on Monday, October 30, 2023 for the receipt of bids for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant; and

**WHEREAS**, five (5) bids were received on Tuesday, November 21, 2023 and reviewed by the Director of Purchasing; and

**WHEREAS**, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

**WHEREAS**, it is the desire of the governing body to award a contract for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant for a period of two years to Univar Solutions USA Inc. with year one at eighty-three thousand one hundred sixty dollars and zero cents (\$83,160.00) and year two at eighty-nine thousand forty dollars and zero cents (\$89,040.00); and

**WHEREAS**, there are sufficient funds in the Sewer Operating Budget to cover the cost of this contract for 2024 and 2025 and funds will be provided for in the future budget as needed.

**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 that it hereby awards a contract to Univar Solutions USA Inc. for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant for a period of two years.

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

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

NO. 2023-544 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

**Univar Solutions USA Inc.**  
 200 Dean Sievers Place  
 Morrisville, PA 19067-3700  
 USA

T215-428-6990  
 F 215-337-6290  
[www.univar.com/us](http://www.univar.com/us)



November 16, 2023

Qualified Purchasing Agent  
 ATTN: Tracy Lizardi  
 City of Asbury Park  
 One Municipal Plaza  
 Asbury Park, NJ 07712

**RE: "BID Supplying Liquid Sodium Hypochlorite to the Wastewater Treatment Plant"**

To Whom It May Concern:

Univar Solutions USA Inc. is pleased to provide pricing for the above RFQ, due Tuesday, November 21, 2023 at 10:00AM, and has done so on the attached required paperwork. COA's are representative of the material we supply.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request. Please send bid tabulations to the email address below.

Thank you,

**Vicki Meakim**

Municipal Specialist, Eastern Region  
 Univar USA Inc.  
 200 Dean Sievers Pl  
 Morrisville, PA 19067  
 215-337-5403  
[muniteam-east@univarusa.com](mailto:muniteam-east@univarusa.com)  
[Victoria.meakim@univar.com](mailto:Victoria.meakim@univar.com)

[www.univar.com/us](http://www.univar.com/us)

**Please Note:** Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Please Note:** Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

**Please Note:** Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.



## CERTIFICATE OF ASSISTANT SECRETARY

I, Julie Halperin, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday- Municipal Specialist

Jennifer Perras - Municipal Specialist

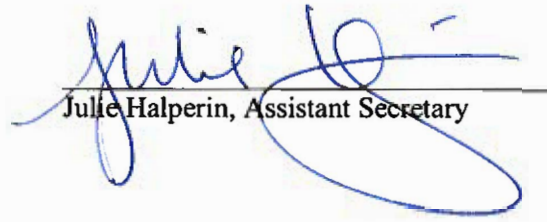
Shelley Stevens - Municipal Specialist

Stacy Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero – Municipal Specialist

IN WITENESS WHEREOF, I have executed this Certificate of Assistant Secretary of the Company this 14<sup>th</sup> day of February 2023.

  
 Julie Halperin, Assistant Secretary



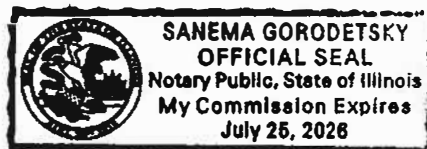
State of Illinois )

)

County of DuPage )

This Certificate of Secretary was signed and sworn to before me on this 14<sup>th</sup> day of February 2023 by Julie Halperin, Assistant Secretary of Univar Solutions USA Inc.

Seal



  
 Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026



T 717-944-7471  
F 717-944-1801

[www.univarsolutions.com/us](http://www.univarsolutions.com/us)

## GENERAL INFORMATION

### **Regular Office Hours during which orders may be placed:**

Monday – Friday                      8:00 am – 5:00 pm (EST)

### **In case of an emergency during non-business hours: 800-465-8721**

After-hours emergency:

Mike Comerford (Branch Operations Manager) [mike.comerford@univarsolutions.com](mailto:mike.comerford@univarsolutions.com)

Glenn McClister (Branch Operations Manager MiniBulk) (215) 428-5532

Willie Clark Jr. (Branch Operations Supervisor) (215) 669-2816

Sam Bolstein (Sales Mgr.) 215-518-8806 [sam.bolstein@univarsolutions.com](mailto:sam.bolstein@univarsolutions.com)

For Chemical Related Emergencies:

ChemTrec:                              (800) 424-9300

### **Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:**

Office Phone:                              (877) 561-6990

Office Fax:                                  (877) 310-2155

Customer Service- [custsolnortheast@univarsolutions.com](mailto:custsolnortheast@univarsolutions.com)

### **For anything pertaining to bids:**

Please send all bid packets/documents to:  
(Unless otherwise specified)

Univar Solutions USA Inc.  
Attn: Victoria Meakim  
200 Dean Sievers Place  
Morrisville, PA 19067

Contacts: [muniteam-east@univarsolutions.com](mailto:muniteam-east@univarsolutions.com)

Victoria Meakim

Municipal Specialist

Phone: (215)337-5403

Fax: (215) 337-6290

[victoria.meakim@univarsolutions.com](mailto:victoria.meakim@univarsolutions.com)

### **Remittance Address:**

62190 Collections Center Drive

Chicago, IL 60693-0621

Remittance information (SAP Invoice #)

must be included on the check

ACH Payments:Electronic Payments Network

ABA (Routing) #: 111000025

Bank Acct #: 4427142686

Email Remittance to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com).

PO Box 409692

Atlanta GA 30384

### **Standard Payment Terms:** Net 30 days

Certification 28919

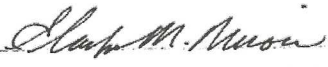
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

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.  
in effect for the period of 15-Aug-2023 to 15-Aug-2026

UNIVAR SOLUTIONS  
3075 HIGH PARKWAY #200  
DOWNERS GROVE

IL 60515



  
ELIZABETH MAHER MUOIO  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** UNIVAR USA INC.

**Trade Name:**

**Address:** 17411 NE UNION HILL RD  
REDMOND, WA 98052

**Certificate Number:** 0095720

**Effective Date:** October 20, 1986

**Date of Issuance:** October 24, 2019

**For Office Use Only:**  
20191024210707114



State of New Jersey  
New Jersey Election Law Enforcement Commission

Governor Phil Murphy · Lt. Governor Sheila Oliver

Search

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

# Pay-to-Play

## Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form\_sfBE Univar Solutions USA Inc..pdf

Confirmation number : 20223038473

Business Entity Name : Univar Solutions USA Inc.

Filing Year : 2022

The information was received on : 03/08/2023

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be **rejected**. If you have any questions or concern, refer back to the detailed instructions on the download page.

 Print this page for your records.

TOP

## Pay-to-Play

PowerPoint Pres.....

### Legal References

For State Pay-to-Play

- Dept. of the Treasury

For County and Local Pay-to-Play

- Dept. of Community Affairs
- Secretary of State Office

### Filing Deadlines

Form BE and Instructions

Subscribe to P2P News

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**BUSINESS ENTITY ANNUAL STATEMENT**  
**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**  
 Phone: (609) 292-8700  
**THIS FORM MUST BE ELECTRONICALLY FILED AT:**  
**www.elec.nj.gov**

**FORM BE**

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

**Part 1: General Information**

Date of Statement 03/08/2023 Activity for Calendar Year 2022 ☐ Check if Amendment

**Part 2: Business Entity Information**

Business Name Univar Solutions USA Inc.

Business Type Other Business Organization

Address 1 3075 Highland Pkwy

Address 2 Suite 200

City Downers Grove State Illinois Zip 60515

\*(Area Code) Telephone Number 331-777-6000

**ACKNOWLEDGEMENT**

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Victoria Last Name Meakim

Title/Position Municipal Specialist Date 03/08/2023

\*(Area Code) Telephone Number 267-397-4074

☒ Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

Univar Solutions USA Inc.  
200 Dean Sievers Place  
Morrisville, PA 19067-3700  
USA

T 215-428-6900  
F 215-337-6290  
www.univar.com/us



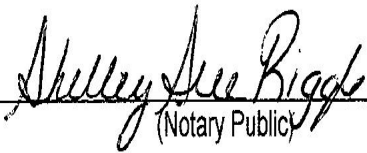
## Ownership Disclosure Certification

Name of Business: Univar Solutions USA Inc.

- I certify that the list below contains the names and home addresses of all shareholders holding 5% or more of any ownership) interest of the undersigned.
- Univar Solutions Inc. is a Delaware corporation.
- Univar Solutions USA Inc. is an indirect wholly owned subsidiary Univar Solutions Inc.

Shareholders:

Univar Solutions Inc.  
3075 Highland Parkway  
Suite 200  
Downer's Grove, IL 60515-5560

  
(Notary Public)

08/18/2028

My Commission Expires



Shelley Sue Riggle  
Notary Public, State of Ohio  
My Commission Expires:  
08/18/2028



Affiant

Victoria Meakim, Municipal Specialist  
Printed Name and Title

**Univar Solutions USA Inc.**  
200 Dean Sievers Place  
Morrisville PA 19067

**T** 215 428-6990  
**F** 215 337-6290  
www.univasolutions.com



### **Ownership**

**Univar Solutions USA Inc.**

Univar Solutions Inc.  
3075 Highland Pkwy., Suite 200  
Downers Grove, IL 60515-5560

Univar Solutions USA Inc. is an indirect wholly-owned subsidiary of Univar Solutions Inc.



**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>UNIVAR SOLUTIONS USA INC.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                    |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) <u>5</u><br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>3075 HIGHLAND PARKWAY, SUITE 200</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Requester's name and address (optional)                                                                                                                                                                                                                            |
| 6 City, state, and ZIP code<br><b>DOWNERS GROVE, IL 60515-5560</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                    |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                    |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |  |   |   |   |   |   |   |   |
|--------------------------------|---|--|---|---|---|---|---|---|---|
| Social security number         |   |  |   |   |   |   |   |   |   |
|                                |   |  |   |   |   |   |   |   |   |
| or                             |   |  |   |   |   |   |   |   |   |
| Employer identification number |   |  |   |   |   |   |   |   |   |
| 9                              | 1 |  | 1 | 3 | 4 | 7 | 9 | 3 | 5 |

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |                        |
|------------------|----------------------------|------------------------|
| <b>Sign Here</b> | Signature of U.S. person ► | Date ► <u>1/3/2023</u> |
|------------------|----------------------------|------------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
05/31/2023

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 have ADDITIONAL INSURED provisions or 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).

|                                                                                                                                                  |                                                                                                              |                                         |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------|
| <b>PRODUCER</b><br>Aon Risk Services Central, Inc.<br>Philadelphia PA Office<br>100 North 18th Street<br>15th Floor<br>Philadelphia PA 19103 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105<br>E-MAIL ADDRESS: |                                         |       |
|                                                                                                                                                  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                         |                                         |       |
| <b>INSURED</b><br>Univar Solutions USA Inc.<br>3075 Highland Parkway<br>Suite 200<br>Downers Grove IL 60515 USA                                  | INSURER A:                                                                                                   | Illinois Union Insurance Company        | 27960 |
|                                                                                                                                                  | INSURER B:                                                                                                   | ACE American Insurance Company          | 22667 |
|                                                                                                                                                  | INSURER C:                                                                                                   | ACE Fire Underwriters Insurance Co.     | 20702 |
|                                                                                                                                                  | INSURER D:                                                                                                   | Indemnity Insurance Co of North America | 43575 |
|                                                                                                                                                  | INSURER E:                                                                                                   |                                         |       |
|                                                                                                                                                  | INSURER F:                                                                                                   |                                         |       |

## COVERAGES

CERTIFICATE NUMBER: 570099676609

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.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER                                                                             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------------------------------------------------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | XSLG47313600<br>SIR applies per policy terms & conditions                                 | 06/01/2023              | 06/01/2024              | EACH OCCURRENCE \$3,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000<br>MED EXP (Any one person) Excluded<br>PERSONAL & ADV INJURY \$3,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                   |           |          | ISA H10708436<br>Commercial Auto                                                          | 06/01/2023              | 06/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                       |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$5,000,000                                                                                                         |           |          | XCEG27380566010                                                                           | 06/01/2023              | 06/01/2024              | EACH OCCURRENCE \$7,000,000<br>AGGREGATE \$7,000,000                                                                                                                                                                                  |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                              |           |          | WLRC70313443<br>AOS<br>SCFC70313327<br>WI                                                 | 06/01/2023              | 06/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                     |
| C        |                                                                                                                                                                                                                                                                                                                |           |          |                                                                                           | 06/01/2023              | 06/01/2024              |                                                                                                                                                                                                                                       |
| A        | Environmental Site Liability                                                                                                                                                                                                                                                                                   |           |          | PPLG71507944002<br>Pollution-ClaimsMade Form<br>SIR applies per policy terms & conditions | 06/01/2022              | 06/01/2025              | Aggregate \$16,000,000<br>Ea Condition \$1,000,000<br>SIR \$1,000,000                                                                                                                                                                 |

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

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                      |                                                                                                                                                                |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Asbury Park<br>1 Municipal Plaza<br>Asbury Park NJ 07712 USA | 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<br>                                                                                                                                  |

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

|                                                       |           |                                            |  |
|-------------------------------------------------------|-----------|--------------------------------------------|--|
| AGENCY<br>Aon Risk Services Central, Inc.             |           | NAMED INSURED<br>Univar Solutions USA Inc. |  |
| POLICY NUMBER<br>See Certificate Number: 570099676609 |           |                                            |  |
| CARRIER<br>See Certificate Number: 570099676609       | NAIC CODE | EFFECTIVE DATE:                            |  |

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER                       |        |
| INSURER                       |        |
| INSURER                       |        |
| INSURER                       |        |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE    | ADDL INSD | SUBR WVD | POLICY NUMBER                                                                       | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                  |             |
|----------|----------------------|-----------|----------|-------------------------------------------------------------------------------------|------------------------------------|-------------------------------------|-------------------------|-------------|
|          | AUTOMOBILE LIABILITY |           |          |                                                                                     |                                    |                                     |                         |             |
| B        |                      |           |          | MMT H10708540<br>Truckers Liability                                                 | 06/01/2023                         | 06/01/2024                          | Combined<br>Single Limi | \$5,000,000 |
|          | WORKERS COMPENSATION |           |          |                                                                                     |                                    |                                     |                         |             |
| B        |                      | N/A       |          | WCUC70313364<br>Excess WC--CA OH OR,WA<br>SIR applies per policy terms & conditions | 06/01/2023                         | 06/01/2024                          |                         |             |
|          | OTHER                |           |          |                                                                                     |                                    |                                     |                         |             |
|          | Claims Made Form     |           |          |                                                                                     |                                    |                                     |                         |             |
|          |                      |           |          |                                                                                     |                                    |                                     |                         |             |
|          |                      |           |          |                                                                                     |                                    |                                     |                         |             |
|          |                      |           |          |                                                                                     |                                    |                                     |                         |             |
|          |                      |           |          |                                                                                     |                                    |                                     |                         |             |
|          |                      |           |          |                                                                                     |                                    |                                     |                         |             |
|          |                      |           |          |                                                                                     |                                    |                                     |                         |             |
|          |                      |           |          |                                                                                     |                                    |                                     |                         |             |



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Angela Ahbez-Anderson, City Councilmember

Donna M. Vieiro, City Manager

**BID SPECIFICATIONS  
FOR  
SUPPLYING LIQUID SODIUM HYPOCHLORITE TO THE WASTE  
WATER TREATMENT PLANT**

**ISSUE DATE: October 30, 2023**

**DUE DATE: November 21, 2023 10:00 AM**

**ISSUED BY:  
CITY OF ASBURY PARK  
COUNTY OF MONMOUTH**

**FORM OF BID PROPOSAL****SUPPLYING LIQUID SODIUM HYPOCHLORITE****TO THE WASTE WATER TREATMENT PLANT**

SUBMITTED BY:

Univar Solutions USA Inc

(Bidder's Name)

200 Dean Sievers Place Morrisville PA 19067

(Address)

215-337-5403

(Phone Number)

No fax please email

(Fax Number)

victoria.meakim@univarsolutions.com

(Email Address)

TO THE:

**CITY OF ASBURY PARK**

(Owner's Name)

**ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**

(City, County &amp; State)

November 21, 2023

(Date Submitted)

**BID PROPOSAL**  
**SUPPLYING LIQUID SODIUM HYPOCHLORITE  
 TO THE WASTE WATER TREATMENT PLANT**

| <u>Item</u>                     | <u>Description</u>                                                    | <u>Estimated<br/>Quantity</u>                       | <u>Unit</u> | <u>Unit<br/>Price</u> | <u>Amount</u> |
|---------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------|-------------|-----------------------|---------------|
| YEAR<br>1                       | SUPPLY AND DELIVERY OF<br>15% SOLUTION, LIQUID<br>SODIUM HYPOCHLORITE | 42,000                                              | GALLONS     | \$ 1.98/Gal           | \$ 83,160.00  |
| WRITE UNIT PRICE BID:           |                                                                       | <u>One dollar and ninety eight cents per gallon</u> |             |                       |               |
| Delivery in 3 - 5 Business days |                                                                       |                                                     |             |                       |               |
| YEAR<br>2                       | SUPPLY AND DELIVERY OF<br>15% SOLUTION, LIQUID<br>SODIUM HYPOCHLORITE | 42,000                                              | GALLONS     | \$ 2.12/Gal           | \$ 89,040.00  |
| WRITE UNIT PRICE BID:           |                                                                       | <u>Two dollars and twelve cents per gallon</u>      |             |                       |               |

The City reserves the right to award YEAR 1 to the lowest responsible bidder for that item specifically and YEAR 2 to the lowest responsible bidder for that item specifically; whichever best serves the City's operating needs. The possibility exists for two separate contracts to be awarded separately from each other dependent upon the outcome of the bids submitted. The City shall also reserve the right to award any or no contracts dependent upon the outcome of the bids submitted.

YEAR One (1) shall commence January 1, 2024 through December 31, 2024.

YEAR Two (2) shall commence January 1, 2025 through December 31, 2025.

Bidders must show Unit and Total Prices in ink or typewritten, both in words and in figures.  
 Bidders must submit a unit price for and be able to furnish and deliver all line items listed.  
 Bids with either year option left blank will not be accepted.

## Instruction to Bidders and Statutory Requirements

### I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. Please See Attachment II.
- B. Sealed bids will be received by the designated representative on Tuesday, November 21, 2023 at the time of 10:00 AM in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. Please include one hard copy of the proposal and a digital copy on a media (CDR, DVDRWE, flash drive, etc.) of bidder’s choice, which will not be returned. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. The City strongly encourages bids to be submitted via certified mail or overnight delivery, which not only avoids the need for hand delivery but also confirms deliver date.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the

president, managing member, secretary or other person authorized to bind the corporation in the matter.

- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

## II. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder’s submitted bid.

C. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner’s representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner’s interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from [tracy.lizardi@cityofasburypark.com](mailto:tracy.lizardi@cityofasburypark.com). It is recommended that bidders include this address in the recipient email’s contact list to ensure it is not routed to a junk email folder.

(Please see Attachment III.)

#### D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

### III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

### IV. INSURANCE AND INDEMNIFICATION

**The insurance documents indicated by an (X) shall include but are not limited to the following coverages.**



## A. INSURANCE REQUIREMENTS

### ☐ 1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

### ☐ 2. General Liability Insurance

Combined Single Limit Liability – Occurrence Form  
\$1,000,000.00 Each Occurrence Limit  
\$2,000,000.00 Aggregate Limit

### ☐ 3. Automotive Liability Insurance - \$1,000,000.00 Combined single limit.

### ☐ 4. Other Forms of Insurance Required

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## B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

## C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent, intention or other, acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

## V. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## VI. STATUTORY AND OTHER REQUIREMENTS

**The following are mandatory requirements of this bid and contract.**

### A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

#### 1. Goods, Professional Services and General Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

Please see Attachment IV

### B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1.

Please see Attachment V

### C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

Please see Attachment VI

#### D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid, as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

Please see Attachment VII

#### E. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Asbury Park is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each

proof of business registration not properly provided under a contract with a contracting agency.

**Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Please see Attachment VIII

**F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

Please see Attachment IX

**G. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE**

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A.40A:11-18.

**If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.**

☒ **H. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

☐ **I. PREVAILING WAGE ACT**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lse/lspubcon.html](http://www.state.nj.us/labor/lse/lspubcon.html).

## ☐ J. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

## ☒ ☹. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

Please see Attachment X

## VII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

## VIII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids may be rejected for any of the reasons set forth in N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. If multiple bids from an agent representing competing bidders are submitted;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case, at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

## IX. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill (or shall threaten to fail to fulfill) in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, or if the contractor shall otherwise commit any breach or anticipatory breach of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.



E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience and without cause by providing 60-calendar days advanced notice to the contractor.

I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

L. The contractor shall not be permitted to increase its bid price for the product(s) being supplied to the owner during the term of the contract, notwithstanding any increase (whether anticipated or unanticipated) in costs charged to the contractor by its suppliers or others. As such, the contractor shall take this prohibition into consideration when submitting its bid price.

## **X. PAYMENT**

A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.

C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is

authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

## **XI. OTHER PROVISIONS**

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:

1. Not use or disclose protected health information other than as permitted or required by law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.



# ATTACHMENT I

## Bid Document Checklist

## City of Asbury Park

## BID DOCUMENT CHECKLIST\*

| Required<br>by owner                | Submission Requirement                                         | Initial each<br>required entry<br>and if required,<br>submit the item |
|-------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Bid Proposal Form, Including Pricing Sheet                     | VAM                                                                   |
| <input checked="" type="checkbox"/> | Acknowledgment of Receipt of Addenda                           | VAM                                                                   |
| <input checked="" type="checkbox"/> | Mandatory Affirmative Action Language                          | VAM                                                                   |
| <input checked="" type="checkbox"/> | New Jersey Anti-Discrimination                                 | VAM                                                                   |
| <input checked="" type="checkbox"/> | Americans with Disabilities Act of 1990 Language               | VAM                                                                   |
| <input checked="" type="checkbox"/> | Stockholder Disclosure Certification<br>Statement of Ownership | VAM                                                                   |
| <input checked="" type="checkbox"/> | Proof of Business Registration                                 | VAM                                                                   |
| <input checked="" type="checkbox"/> | Disclosure of Investment Activities in Iran                    | VAM                                                                   |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit                                        | VAM                                                                   |
| <input checked="" type="checkbox"/> | NJ Worker and Community Right to Know Act                      | VAM                                                                   |
| <input checked="" type="checkbox"/> | W-9 Form                                                       | VAM                                                                   |
| <input checked="" type="checkbox"/> |                                                                |                                                                       |
|                                     |                                                                |                                                                       |
|                                     |                                                                |                                                                       |
|                                     |                                                                |                                                                       |

\*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

# ATTACHMENT II

## Notice to Bidders

Attachment: BID - SODIUM HYPOCHLORITE Univar Solutions USA Inc (2023-544 : Awarding Bid for Supplying Liquid Sodium Hypochlorite to

### **NOTICE TO BIDDERS**

Notice is hereby given that sealed proposals will be received by the City of Asbury Park, Monmouth County, New Jersey for **“Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant”** to be opened and read in public at the City Hall Council Chambers, One Municipal Plaza, Asbury Park, New Jersey on **Tuesday, November 21, 2023, at 10:00 AM** prevailing time.

The scope of this bid includes the furnishing and delivery of up to 42,000 gallons of 15% Sodium Hypochlorite Solution. The contract shall have a base duration of one year and shall carry an option to renew for a second year, at the City’s discretion. A steady supply will be ordered periodically as needed. The minimum and maximum volumes to be supplied at one time are 2,000 gallons and 3,500 gallons, respectively, though the City typically places orders for 2,500 gallons periodically. **Bidders must not bid unless they are certain that they are able to deliver said materials immediately upon notification of contract award by the City.**

Bid specifications for the proposed work are available at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, and may be inspected by prospective bidders during the business hours of 10 AM – 4 PM and online at: [www.cityofasburypark.com/bids](http://www.cityofasburypark.com/bids). Bidders will be furnished with a copy of the Contract Specifications by request upon proper notice at no charge.

Please include one hard copy of the proposal and a digital copy on a media (CD, DVD-RW, flash drive, etc.) of bidder’s choice, which will not be returned and a sample contract. Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and the name of the work on the outside addressed to:

Qualified Purchasing Agent  
ATTN: Tracy Lizardi  
One Municipal Plaza  
Asbury Park, N.J. 07712

Bids for this Contract will be accepted only from bidders who have properly qualified in accordance with the requirements of the Contract Documents. Bids must be submitted as outlined in the contract specifications. The award of the Contract for this work will be made pursuant to the respective Local Public Contract Law Provisions outlined in N.J.S.A. 40A:11-1 et seq.

The right is also reserved to reject any and all proposals or to waive any informality where such informality is not detrimental to the best interest of the City of Asbury Park.

Tracy Lizardi  
Qualified Purchasing Agent

Publication Date:  
Monday, October 30, 2023

# ATTACHMENT III

## Acknowledgement of Receipt of Addenda

Attachment: BID - SODIUM HYPOCHLORITE Univar Solutions USA Inc (2023-544 : Awarding Bid for Supplying Liquid Sodium Hypochlorite to

## 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><br>(Initial) |
|------------------------|--------------|-----------------------------------------|
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |

No addenda were received: ☒

Acknowledged for: Univar Solutions USA Inc  
(Name of Bidder)

By: Victoria Meakim  
(Signature of Authorized Representative)

Name of above: Victoria Meakim  
(Print or Type)

Title: Municipal Specialist

Date: 11/16/2023

# ATTACHMENT IV

## Affirmative Action Compliance

**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 for 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 or 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.

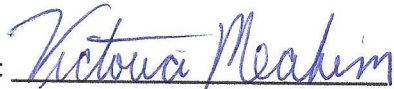
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional 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.**

COMPANY: Univar Solutions USA Inc

SIGNATURE: 

PRINT NAME: Victoria Meakim

TITLE: Municipal Specialist

DATE: 11/16/2023

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Univar Solutions USA Inc

SIGNATURE: 

PRINT NAME: Victoria Meakim

TITLE: Municipal Specialist

DATE: 11/16/2023

# ATTACHMENT V

## New Jersey Anti-Discrimination Provisions

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

*(Include the following only for boards of education)*

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

COMPANY: Univar Solutions USA Inc

SIGNATURE: 

PRINT NAME: Victoria Meakim

TITLE: Municipal Specialist

DATE: 11/16/2023

## ATTACHMENT VI

**Americans with Disabilities Act of 1990**



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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.

COMPANY: Univar Solutions USA Inc

SIGNATURE:



PRINT NAME: Victoria Meakim

TITLE: Municipal Specialist

DATE: 11/16/2023

# ATTACHMENT VII

## Stockholders Disclosure Certification

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business:** Univar Solutions USA Inc

☒ 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:**

|                                                   |                                                        |                                                        |
|---------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Partnership              | <input checked="" type="checkbox"/> Corporation        | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit                    |                                                        |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:                    **\*\*\* PLEASE SEE ATTACHED \*\*\***

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Subscribed and sworn before me this 16th day of  
November, 2023

(Notary Public)

*Shelley Sue Riggle*

My Commission expires: 08/18/2023



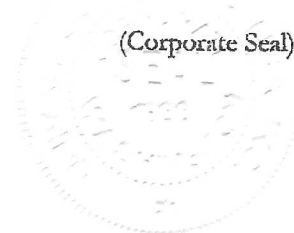
Shelley Sue Riggle  
Notary Public, State of Ohio  
My Commission Expires:  
08/18/2023

30

*Victoria Meahim*  
(Affiant)

*Victoria Meahim Municipal Spec*  
(Print name & title of affiant)

(Corporate Seal)





Univar Solutions USA Inc.  
200 Dean Sievers Place  
Morrisville, PA 19067-3700  
USA

T 215-428-6900  
F 215-337-6290  
www.univar.com/us



## Ownership Disclosure Certification

Name of Business: Univar Solutions USA Inc.

- I certify that the list below contains the names and home addresses of all shareholders holding 5% or more of any ownership) interest of the undersigned.
- Univar Solutions Inc. is a Delaware corporation.
- Univar Solutions USA Inc. is an indirect wholly owned subsidiary Univar Solutions Inc.

Shareholders:

Univar Solutions Inc.  
3075 Highland Parkway  
Suite 200  
Downer's Grove, IL 60515-5560

  
(Notary Public)

08/18/2028

My Commission Expires



Shelley Sue Riggle  
Notary Public, State of Ohio  
My Commission Expires:  
08/18/2028



Affiant

Victoria Meakim, Municipal Specialist  
Printed Name and Title

**Univar Solutions USA Inc.**  
200 Dean Sievers Place  
Morrisville PA 19067

**T** 215 428-6990  
**F** 215 337-6290  
www.univasolutions.com



### **Ownership**

**Univar Solutions USA Inc.**

Univar Solutions Inc.  
3075 Highland Pkwy., Suite 200  
Downers Grove, IL 60515-5560

Univar Solutions USA Inc. is an indirect wholly-owned subsidiary of Univar Solutions Inc.

Univar Solutions USA Inc.  
200 Dean Sievers Place  
Morrisville, PA 19067-3700  
USA

T 215-428-6900  
F 215-337-6290  
www.univar.com/us



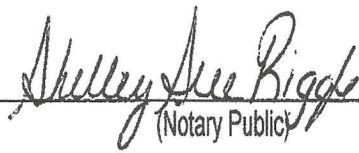
### Ownership Disclosure Certification

Name of Business: Univar Solutions USA Inc.

- I certify that the list below contains the names and home addresses of all shareholders holding 5% or more of any ownership) interest of the undersigned.
- Univar Solutions Inc. is a Delaware corporation.
- Univar Solutions USA Inc. is an indirect wholly owned subsidiary Univar Solutions Inc.

Shareholders:

Univar Solutions Inc.  
3075 Highland Parkway  
Suite 200  
Downer's Grove, IL 60515-5560

  
(Notary Public)

**08/18/2028**

My Commission Expires



Shelley Sue Riggle  
Notary Public, State of Ohio  
My Commission Expires:  
08/18/2028



Affiant

Victoria Meakim, Municipal Specialist  
Printed Name and Title

Univar Solutions USA Inc.  
200 Dean Sievers Place  
Morrisville PA 19067

T 215 428-6990  
F 215 337-6290  
www.univasolutions.com



### Ownership

Univar Solutions USA Inc.

Univar Solutions Inc.  
3075 Highland Pkwy., Suite 200  
Downers Grove, IL 60515-5560

Univar Solutions USA Inc. is an indirect wholly-owned subsidiary of Univar Solutions Inc.

# ATTACHMENT VIII

## Proof of Business Registration



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** UNIVAR USA INC.  
**Trade Name:**  
**Address:** 17411 NE UNION HILL RD  
REDMOND, WA 98052  
**Certificate Number:** 0095720  
**Effective Date:** October 20, 1986  
**Date of Issuance:** October 24, 2019

**For Office Use Only:**  
20191024210707114

# ATTACHMENT IX

## Disclosure of Investment Activities in Iran



# Disclosure of Investment Activities in Iran

**Bidder Name:** Univar Solutions USA Inc

## Part 1: Certification

BIDDERS 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](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. 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.

**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 *<name of contracting unit>* 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 *<reference to contracting unit>* to notify the *<reference to contracting unit>* 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 *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Victoria Meakim

Title: Municipal Specialist

Signature: Victoria Meakim

Date: 11/16/2023



# ATTACHMENT X

## Non-Collusion Affidavit

## NON-COLLUSION AFFIDAVIT

State of ~~Pennsylvania~~ New Jersey  
County of Bucks

SS:

I, Victoria Meakim residing in Northampton Township  
(name of affiant) (name of municipality)  
in the County of Bucks and State of Pennsylvania of  
full age, being duly sworn according to law on my oath depose and say that:

I am Municipal Specialist of the firm of Univar Solutions USA Inc  
(Title or position) (Name of firm)

the bidder making this Proposal for the bid  
Supplying Liquid Sodium Hypochlorite  
entitled to the Waste Water Treatment Plant, 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  
(Name of contracting unit)

relies upon the truth of the statements contained in said Proposal 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 Univar Solutions USA Inc.

Subscribed and sworn to

before me this day

Victoria Meakim  
Signature

November 16, 2023

Victoria Meakim  
(Type or print name of affiant under signature)

Shelley Sue Riggle  
Notary public of State of Ohio

My Commission expires 08/18/2023

(Seal)



Shelley Sue Riggle  
Notary Public, State of Ohio  
My Commission Expires:  
08/18/2023

## Attachment XI

### W9 Form

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

UNIVAR SOLUTIONS USA INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3075 HIGHLAND PARKWAY, SUITE 200

6 City, state, and ZIP code

DOWNERS GROVE, IL 60515-5560

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

9 1 - 1 3 4 7 9 3 5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*C. Rochas*

Date ►

1/3/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## Attachment XII

### Technical Specifications

## Specifications

1. Under each respective item in the bid proposal, the Contractor shall furnish all labor, equipment and materials to properly supply, over each twelve (12) month contract period, an estimated 42,000 gallons of 15% (trade percentage), Liquid Sodium Hypochlorite to the Waste Water Treatment Plant.
2. The Material to be supplied under this contract shall be 15% (trade percentage), Liquid Sodium Hypochlorite containing not more than 0.15 percent insoluble mater by weight; meeting the American water Works Association Standard B501-03.
3. Year one (1) shall commence on January 1, 2024 through December 31, 2024. Year two (2) shall commence on January 1, 2025 through December 31, 2025.
4. The Contractor shall provide to the City, upon contract execution, Material Safety Data Sheets and other forms and information necessary and appropriate to meet the City's obligations for posting and notification regarding the Liquid Sodium Hypochlorite.
5. The Chief Operator of the Facility, or other representative of the City, will order the delivery of a quantity of Hypochlorite periodically during the contract period. The quantity ordered each time will be a minimum of 2,000 gallons, but will typically be 2,500 gallons, never to exceed 3,500 gallons in any one load. The City may order the greater or lesser quantity at any time as required. The total quantity ordered during the contract period may vary from that indicted and the City may elect to order most or all of the deliveries in either the greater or lesser quantity.
6. The Hypochlorite shall be delivered by tank truck. The delivery truck shall comply with all Federal and State requirements for transporting and delivering the solution. The entrance to the Facility is located on Ocean Avenue, south of Deal Lake Drive.
7. Delivery shall be made by connections at the Truck Delivery Panel. It is the Contractor's responsibility, prior to the bid, to determine the conditions at the delivery point and to provide the equipment necessary for delivery, including access and connection to the Truck Delivery Panel.
8. The Contractor shall connect and discharge only with the approval of the Facility staff and shall stop or interrupt discharge immediately when so directed by the Facility staff. Prior to disconnecting the delivery hoses, the Contractor shall blow air through the pipelines to the storage tanks to remove all solution from the lines. The Contractor shall be responsible for cleaning up all spills at the delivery connections point.
9. **Delivery in 3-5 Business Days**  
 Delivery of the ordered quantity shall be made and completed between the hours of 7:30 AM and 2:30 PM, local time, Monday through Friday, except Holidays. Delivery to the Facility shall be completed within ~~forty eight (48) hours of telephone notice by the City except that the delivery time may be extended twenty four (24) hours for each Saturday, Sunday or Holiday within the prescribed delivery period.~~ The Contractor shall provide, at contract execution, a telephone number that the City can use to contact the Contractor between 9 AM and 4 PM, local time, Monday through Friday, to order delivery of Hypochlorite.
10. With each delivery, the Contractor shall furnish a delivery slip certifying to the following: truck tare weight, truck full weight, net weight, trade percentage, specific gravity of the Hypochlorite and total gallons of Hypochlorite. This shall be used to determine the Delivered Volume.

11. The Contractor shall furnish proof of state certification of the weigh scale used for determining the reported weights. The City may, at its option, inspect the loading and weighing facilities and the Contractor shall make necessary provisions for such inspection. The City reserves the right to require the truck to be reweighed at the State-Certified truck weigh scale nearest the Facility before and/or after delivery of the Hypochlorite. The City also reserves the right to: analyze the Hypochlorite using the method indicated in Section 4.3 of AWWA Standard B501-03; and to determine the specific gravity by measurement at the facility.
12. The unit price bid shall cover all costs of furnishing all labor, equipment and materials and all else necessary and incidental to properly supply the required Hypochlorite. Payment for delivery of the Hypochlorite will be made for the quantity, in gallons, at the unit price bid, per the appropriate bid items in the bid proposal, for all volumes delivered each pay period as verified by the accumulated delivery ticket in each respective pay period.
13. The total price bid for each year is obtained by multiplying the estimated quantity by its written Unit Price for that specific year. In the case of a conflict between the unit price bid numerically and the unit price bid written in figures, the latter shall govern in calculating the total price bid.
14. The total of the bid is based upon the approximate estimate given and the unit price bid. The estimate is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening. The City reserves the right to increase or decrease the total estimate quantities for each year bid as needed. No separate adjustments will be made to the Unit Price bid in either instance for either year, both before or after the contracted period has begun.
15. The successful bidder shall bear any loss associated with their negligence during the performance of this contract.
16. No separate additional payments shall be made at any time for fuel price index increases during this contract.
17. Delivery must be F.O.B.
18. The successful bidder must indemnify and hold the City, its agents and employees, harmless from any loss or at occasioned by the acts or omissions of the successful bidder and employees or agents of the successful bidder.
19. The successful bidder shall not be permitted to increase its bid price for the product(s) being supplied to the owner during the term of the contract, notwithstanding any increase (whether anticipated or unanticipated) in costs charged to the successful bidder by its suppliers or others. As such, the bidder shall take this prohibition into consideration when submitting its bid price.

# Sales Specification

## 1 5% Sodium Hypochlorite-Trade

| Component                                         |      | Specification                           |       |
|---------------------------------------------------|------|-----------------------------------------|-------|
|                                                   |      | Min                                     | Max   |
| Available Cl <sub>2</sub>                         | g/l  | 150                                     | 152   |
| Available Cl <sub>2</sub> (Trade %)               | vol% | 15.0                                    | 15.2  |
| Clarity                                           |      | Free of particulate matter >100 microns |       |
| Heavy Metals                                      | ppm  | 0                                       | 1     |
| NaOCl                                             | vol% | 15.73                                   | 15.97 |
| NaOH                                              | g/l  | 0.5                                     | 4     |
| pH                                                |      | 11.5                                    | 14    |
| Sodium Carbonate- Na <sub>2</sub> CO <sub>3</sub> | g/l  | 0.4                                     | 1.5   |

- ✓ Product meets latest American Water Works Association B300 Standard.
- ✓ Product is compliant with the EPA, California and Massachusetts perchlorate requirements specified in NSF/ANSI 60.
- ✓ Product is compliant with Canadian Drinking Water Treatment Chemicals.
  - o [www.ul.com](http://www.ul.com) (online certifications directory)



## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

#### SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

**Product name** : SODIUM HYPOCHLORITE 10-16%

**Manufacturer or supplier's details**

**Company** : Univar Solutions USA, Inc.

**Address** : 3075 Highland Pkwy Suite 200  
Downers Grove, IL 60515  
United States of America (USA)

**Emergency telephone number:**  
Transport North America: CHEMTREC (1-800-424-9300)  
CHEMTREC INTERNATIONAL Tel # 703-527-3887

**Additional Information:** : Responsible Party: Product Compliance Department  
E-mail: SDSNA@univarsolutions.com  
SDS Requests: 1-855-429-2661  
Website: www.univarsolutions.com

#### SECTION 2. HAZARDS IDENTIFICATION

##### GHS Classification

Skin corrosion : Category 1A

Serious eye damage : Category 1

Corrosive to metals : Category 1

##### GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H314 Causes severe skin burns and eye damage.  
H290 May be corrosive to metals.

Precautionary statements : **Prevention:**  
P264 Wash skin thoroughly after handling.  
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.  
**Response:**  
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.  
P303 + P361 + P353 IF ON SKIN (or hair): Remove/ Take off immediately all contaminated clothing. Rinse skin with water/ shower.  
P304 + P340 + P310 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/ physician.  
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.

P363 Wash contaminated clothing before reuse.

#### Storage:

P405 Store locked up.

#### Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

#### Other hazards

None known.

## SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

#### Hazardous components

| CAS-No.   | Chemical name       | Weight percent |
|-----------|---------------------|----------------|
| 7681-52-9 | Sodium hypochlorite | 10 - 20        |
| 1310-73-2 | Sodium hydroxide    | 0 - 5          |

Any Concentration shown as a range is due to batch variation.

## SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.  
Consult a physician.  
Show this safety data sheet to the doctor in attendance.  
Do not leave the victim unattended.
- If inhaled : If unconscious, place in recovery position and seek medical advice.  
If symptoms persist, call a physician.
- In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.  
If on skin, rinse well with water.  
If on clothes, remove clothes.
- In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.  
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.  
Continue rinsing eyes during transport to hospital.  
Remove contact lenses.  
Protect unharmed eye.  
Keep eye wide open while rinsing.  
If eye irritation persists, consult a specialist.
- If swallowed : Clean mouth with water and drink afterwards plenty of water.

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

Keep respiratory tract clear.  
Do NOT induce vomiting.  
Do not give milk or alcoholic beverages.  
Never give anything by mouth to an unconscious person.  
If symptoms persist, call a physician.  
Take victim immediately to hospital.

#### SECTION 5. FIREFIGHTING MEASURES

- |                                               |                                                                                                                                                                                                                           |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Suitable extinguishing media                  | : Use an extinguishing media appropriate for surrounding fire.                                                                                                                                                            |
| Unsuitable extinguishing media                | : High volume water jet                                                                                                                                                                                                   |
|                                               | High volume water jet                                                                                                                                                                                                     |
| Specific hazards during fire-fighting         | : Do not allow run-off from fire fighting to enter drains or water courses.                                                                                                                                               |
| Hazardous combustion products                 | : Chlorine compounds                                                                                                                                                                                                      |
| Specific extinguishing methods                | : Use water spray to cool unopened containers.                                                                                                                                                                            |
| Further information                           | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.<br>Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
|                                               | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.<br>Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | : Wear self-contained breathing apparatus for firefighting if necessary.                                                                                                                                                  |

#### SECTION 6. ACCIDENTAL RELEASE MEASURES

- |                                                                     |                                                                                                                                                                                           |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Personal precautions, protective equipment and emergency procedures | : Use personal protective equipment.                                                                                                                                                      |
| Environmental precautions                                           | : Prevent product from entering drains.<br>Prevent further leakage or spillage if safe to do so.<br>If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods and materials for containment and cleaning up               | : Neutralise with acid.<br>Soak up with inert absorbent material (e.g. sand, silica gel,                                                                                                  |

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

acid binder, universal binder, sawdust).  
Keep in suitable, closed containers for disposal.

#### SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.  
Avoid contact with skin and eyes.  
For personal protection see section 8.  
Smoking, eating and drinking should be prohibited in the application area.  
To avoid spills during handling keep bottle on a metal tray.  
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.  
Containers which are opened must be carefully resealed and kept upright to prevent leakage.  
Observe label precautions.  
Electrical installations / working materials must comply with the technological safety standards.

#### SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

##### Components with workplace control parameters

| CAS-No.   | Components          | Value type<br>(Form of exposure) | Control parameters / Permissible concentration | Basis     |
|-----------|---------------------|----------------------------------|------------------------------------------------|-----------|
| 7681-52-9 | Sodium hypochlorite | STEL                             | 2 mg/m3                                        | US WEEL   |
| 1310-73-2 | Sodium hydroxide    | C                                | 2 mg/m3                                        | ACGIH     |
|           |                     | C                                | 2 mg/m3                                        | NIOSH REL |
|           |                     | TWA                              | 2 mg/m3                                        | OSHA Z-1  |
|           |                     | C                                | 2 mg/m3                                        | OSHA P0   |

##### Personal protective equipment

- Respiratory protection : No personal respiratory protective equipment normally required.  
In the case of vapour formation use a respirator with an approved filter.

##### Hand protection

- Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

- Eye protection : Eye wash bottle with pure water  
Tightly fitting safety goggles  
Wear face-shield and protective suit for abnormal processing

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

|                          |                                                                                                                                         |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
|                          | problems.                                                                                                                               |
| Skin and body protection | : Impervious clothing<br>Choose body protection according to the amount and concentration of the dangerous substance at the work place. |
| Hygiene measures         | : When using do not eat or drink.<br>When using do not smoke.<br>Wash hands before breaks and at the end of workday.                    |

#### SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

|                                               |                                                            |
|-----------------------------------------------|------------------------------------------------------------|
| Appearance                                    | : liquid                                                   |
| Colour                                        | : clear, yellow, green                                     |
| Odour                                         | : Chlorine                                                 |
| Odour Threshold                               | : No data available                                        |
| pH                                            | : 11.5 - 13 @ 25 °C (77 °F)                                |
| Freezing Point (Melting point/freezing point) | : -20 - -15 °C (-4 - 5 °F)                                 |
| Boiling Point (Boiling point/boiling range)   | : > 40 °C (> 104 °F)<br>Decomposition                      |
| Flash point                                   | : Not applicable                                           |
| Evaporation rate                              | : < 1<br>(Butyl Acetate = 1)                               |
| Flammability (solid, gas)                     | : No data available                                        |
| Upper explosion limit                         | : No data available                                        |
| Lower explosion limit                         | : No data available                                        |
| Vapour pressure                               | : 12.1 mmHg @ 20 °C (68 °F)                                |
| Relative vapour density                       | : No data available                                        |
| Relative density                              | : 1.17 @ 20 °C (68 °F)<br>Reference substance: (water = 1) |
| Density                                       | : No data available                                        |
| Solubility(ies)<br>Water solubility           | : completely soluble                                       |
| Solubility in other solvents                  | : No data available                                        |
| Partition coefficient: n-                     | : No data available                                        |

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

octanol/water

Auto-ignition temperature : No data available

Thermal decomposition : &gt; 40 °C

#### SECTION 10. STABILITY AND REACTIVITY

Reactivity : Risk of violent reaction.

No decomposition if stored and applied as directed.

Chemical stability : No decomposition if stored and applied as directed.

Possibility of hazardous reactions : Reacts with organic materials and may cause ignition of finely divided materials on contact.  
Exothermic reaction with strong acids.

No decomposition if stored and applied as directed.

Conditions to avoid : Heat, flames and sparks.

Exposure to light.  
Exposure to sunlight.  
Exposure to moisture  
Heat

No data available

Incompatible materials : Organic materials  
Strong acids  
Strong oxidizing agents  
Ammonia  
Metals  
Amines  
Ethyleneimine  
nitrogen  
Reducing agents  
Acids  
Combustible material  
Halogenated compounds  
Metals  
metal salts  
Organic materials  
organic nitro compounds  
Zinc

Hazardous decomposition products : Chlorine  
hydrogen chloride  
Oxygen

**Safety Data Sheet****SODIUM HYPOCHLORITE 10-16%**

Version 1.7

Revision Date: 03/25/2020

**SECTION 11. TOXICOLOGICAL INFORMATION****Acute toxicity****Product:**

Acute oral toxicity : Acute toxicity estimate: &gt; 5,000 mg/kg

**Skin corrosion/irritation****Product:**

Result: Causes severe burns.

Remarks: Extremely corrosive and destructive to tissue.

**Components:****7681-52-9:**

Species: Rabbit

Result: Causes burns.

**1310-73-2:**

Species: Rabbit

Result: Causes severe burns.

**Serious eye damage/eye irritation****Product:**

Remarks: Risk of serious damage to eyes.

Remarks: May cause irreversible eye damage.

**Components:****7681-52-9:**

Species: Rabbit

Result: Risk of serious damage to eyes.

**1310-73-2:**

Species: Rabbit

Result: Risk of serious damage to eyes.

**Carcinogenicity****IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

**OSHA**

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

**NTP**

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

by NTP.

#### ACGIH

No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

#### STOT - single exposure

##### Components:

##### **7681-52-9:**

Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

#### Further information

##### Product:

Remarks: No data available

## SECTION 12. ECOLOGICAL INFORMATION

#### Ecotoxicity

##### Components:

##### **7681-52-9:**

|                                                     |   |                                                       |
|-----------------------------------------------------|---|-------------------------------------------------------|
| Toxicity to fish                                    | : | LC50 (Salmo gairdneri (Rainbow Fish)): 0.06 mg/l      |
|                                                     |   | Exposure time: 96 h<br>Test Type: flow-through test   |
|                                                     |   | LC50 (Pimephales promelas (fathead minnow)): 5.9 mg/l |
|                                                     |   | Exposure time: 96 h<br>Test Type: static test         |
| Toxicity to daphnia and other aquatic invertebrates | : | EC50 (Daphnia magna (Water flea)): 0.141 mg/l         |
|                                                     |   | Exposure time: 48 h<br>Test Type: flow-through test   |
|                                                     |   | EC50 (Ceriodaphnia dubia): 0.035 mg/l                 |
|                                                     |   | Exposure time: 48 h<br>Test Type: flow-through test   |
| Toxicity to algae                                   | : | IC50: 0.023 mg/l                                      |
|                                                     |   | Exposure time: 7 d<br>Test Type: flow-through test    |
| M-Factor (Acute aquatic toxicity)                   | : | 10                                                    |
| Acute aquatic toxicity- Assessment                  | : | Very toxic to aquatic life.                           |
| Chronic aquatic toxicity- Assessment                | : | Toxic to aquatic life with long lasting effects.      |



## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

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essment

#### Persistence and degradability

No data available

#### Bioaccumulative potential

No data available

#### Mobility in soil

No data available

#### Other adverse effects

##### Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances  
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.  
Toxic to aquatic life with long lasting effects.

## SECTION 13. DISPOSAL CONSIDERATIONS

#### Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.  
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-909-4897

The product should not be allowed to enter drains, water courses or the soil.  
Do not contaminate ponds, waterways or ditches with chemical or used container.  
Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents.  
Dispose of as unused product.  
Do not re-use empty containers.

## SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

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UN1791, Hypochlorite solutions, 8, III, Marine Pollutant (SODIUM HYPOCHLORITE)

#### IATA (International Air Transport Association):

UN1791, Hypochlorite solution, 8, III

#### IMDG (International Maritime Dangerous Goods):

UN1791, HYPOCHLORITE SOLUTION, 8, III, Marine Pollutant (SODIUM HYPOCHLORITE)

## SECTION 15. REGULATORY INFORMATION

**WHMIS Classification** : E: Corrosive Material

#### EPCRA - Emergency Planning and Community Right-to-Know Act

##### CERCLA Reportable Quantity

| Components          | CAS-No.   | Component RQ (lbs) | Calculated product RQ (lbs) |
|---------------------|-----------|--------------------|-----------------------------|
| Sodium hypochlorite | 7681-52-9 | 100                | 500                         |
| Sodium hydroxide    | 1310-73-2 | 1000               | 20000                       |

##### SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

**SARA 311/312 Hazards** : Acute Health Hazard

**SARA 302** : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

**SARA 313** : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

#### Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

#### Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

7681-52-9 Sodium hypochlorite  
1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

7681-52-9 Sodium hypochlorite  
1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

#### US State Regulations

##### Massachusetts Right To Know

7681-52-9 Sodium hypochlorite 10 - 20 %

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

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|                                   |                     |            |
|-----------------------------------|---------------------|------------|
| 1310-73-2                         | Sodium hydroxide    | 5 - 10 %   |
| <b>Pennsylvania Right To Know</b> |                     |            |
| 7732-18-5                         | Water               | 90 - 100 % |
| 7681-52-9                         | Sodium hypochlorite | 10 - 20 %  |
| 1310-73-2                         | Sodium hydroxide    | 5 - 10 %   |
| <b>New Jersey Right To Know</b>   |                     |            |
| 7732-18-5                         | Water               | 90 - 100 % |
| 7681-52-9                         | Sodium hypochlorite | 10 - 20 %  |
| 1310-73-2                         | Sodium hydroxide    | 5 - 10 %   |

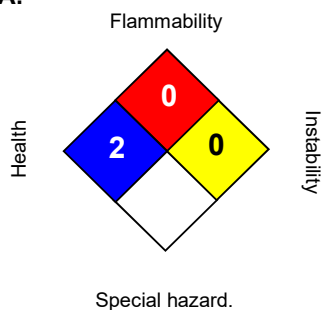
**California Prop 65** : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

#### The components of this product are reported in the following inventories:

|       |                                                          |
|-------|----------------------------------------------------------|
| TSCA  | : On TSCA Inventory                                      |
| DSL   | : All components of this product are on the Canadian DSL |
| AICS  | : On the inventory, or in compliance with the inventory  |
| NZIoC | : On the inventory, or in compliance with the inventory  |
| ENCS  | : Not in compliance with the inventory                   |
| KECI  | : On the inventory, or in compliance with the inventory  |
| PICCS | : On the inventory, or in compliance with the inventory  |
| IECSC | : On the inventory, or in compliance with the inventory  |

## SECTION 16. OTHER INFORMATION

### NFPA:



### HMIS III:

|                 |   |
|-----------------|---|
| HEALTH          | 2 |
| FLAMMABILITY    | 0 |
| PHYSICAL HAZARD | 0 |

0 = not significant, 1 = Slight,  
2 = Moderate, 3 = High  
4 = Extreme, \* = Chronic

The information accumulated is based on the data of which we are aware and is believed

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

**Revision Date** : 03/25/2020

**Legacy SDS:** : R0004191

#### Material number:

16147687, 16144215, 16149245, 16150496, 16149504, 16145673, 16149243, 16136536, 16153596, 16156860, 16160599, 16160181, 16160290, 16147990, 16144046, 16145139, 16150462, 16149046, 16149516, 16148083, 16150461, 16135782, 16153735, 16135216, 16156005, 16151878, 16151769, 16151501, 16150223, 16149931, 16148522, 16148259, 16147092, 16145877, 16145876, 16141599, 16159170, 16147803, 16145874, 16142035, 16142469, 16141380, 16141858, 16141659, 16142556, 16140878, 16145134, 16145135, 16145136, 16141638, 16141449, 16141478, 16141742, 16140329, 16141509, 16141320, 16140572, 16140126, 16141988, 16140615, 16142137, 16142142, 16140640, 16142217, 16141980, 16140150, 16140525, 16141377, 16140611, 16141909, 16140514, 16142456, 16142437, 16141616, 16140660, 16140421, 16140436, 16142341, 16112157, 16099190, 746448, 653645, 16023856, 16023855, 560182, 161166, 146774, 132681, 167734, 20464, 20461, 573786, 554377, 160127, 160809, 115370, 98722, 674528, 116864, 501223

| Key or legend to abbreviations and acronyms used in the safety data sheet |                                                         |       |                                                         |
|---------------------------------------------------------------------------|---------------------------------------------------------|-------|---------------------------------------------------------|
| ACGIH                                                                     | American Conference of Government Industrial Hygienists | LD50  | Lethal Dose 50%                                         |
| AICS                                                                      | Australia, Inventory of Chemical Substances             | LOAEL | Lowest Observed Adverse Effect Level                    |
| DSL                                                                       | Canada, Domestic Substances List                        | NFPA  | National Fire Protection Agency                         |
| NDSL                                                                      | Canada, Non-Domestic Substances List                    | NIOSH | National Institute for Occupational Safety & Health     |
| CNS                                                                       | Central Nervous System                                  | NTP   | National Toxicology Program                             |
| CAS                                                                       | Chemical Abstract Service                               | NZIoC | New Zealand Inventory of Chemicals                      |
| EC50                                                                      | Effective Concentration                                 | NOAEL | No Observable Adverse Effect Level                      |
| EC50                                                                      | Effective Concentration 50%                             | NOEC  | No Observed Effect Concentration                        |
| EGEST                                                                     | EOSCA Generic Exposure Scenario Tool                    | OSHA  | Occupational Safety & Health Administration             |
| EOSCA                                                                     | European Oilfield Specialty Chemicals Association       | PEL   | Permissible Exposure Limit                              |
| EINECS                                                                    | European Inventory of Existing Chemical Substances      | PICCS | Philippines Inventory of Commercial Chemical Substances |
| MAK                                                                       | Germany Maximum Concentration Values                    | PRNT  | Presumed Not Toxic                                      |
| GHS                                                                       | Globally Harmonized System                              | RCRA  | Resource Conservation Recovery Act                      |
| >=                                                                        | Greater Than or Equal To                                | STEL  | Short-term Exposure Limit                               |

## Safety Data Sheet

### SODIUM HYPOCHLORITE 10-16%

Version 1.7

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|       |                                                          |       |                                                                                      |
|-------|----------------------------------------------------------|-------|--------------------------------------------------------------------------------------|
| IC50  | Inhibition Concentration 50%                             | SARA  | Superfund Amendments and Reauthorization Act.                                        |
| IARC  | International Agency for Research on Cancer              | TLV   | Threshold Limit Value                                                                |
| IECSC | Inventory of Existing Chemical Substances in China       | TWA   | Time Weighted Average                                                                |
| ENCS  | Japan, Inventory of Existing and New Chemical Substances | TSCA  | Toxic Substance Control Act                                                          |
| KECI  | Korea, Existing Chemical Inventory                       | UVCB  | Unknown or Variable Composition, Complex Reaction Products, and Biological Materials |
| <=    | Less Than or Equal To                                    | WHMIS | Workplace Hazardous Materials Information System                                     |
| LC50  | Lethal Concentration 50%                                 |       |                                                                                      |

City of Asbury Park  
SUPPLYING LIQUID SODIUM HYPOCHLORITE TO THE WASTE WATER TREATMENT PLANT  
Tuesday, November 21, 2023  
10:00 AM

|                                                                                                             | BIDDER NAME                                                                                                                                        |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                                                                                                             | JCI Jones Chemical Inc<br>103 River Street<br>Warwick,, NY 10990<br><a href="mailto:warwick@jcichem.com">warwick@jcichem.com</a><br>(845) 986-1715 | Miracle Chemical Company<br>1151 B Highway 33<br>Farmingdale, NJ 07727<br><a href="mailto:sales@miraclechemical.com">sales@miraclechemical.com</a><br>(732) 938 -9110 | Univar Solutions USA Inc<br>200 Dean Sievers Place<br>Morrisville, PA 19067<br><a href="mailto:victoria.meakim@univarsolutions.com">victoria.meakim@univarsolutions.com</a><br>(215) 337-5403 | Kuehne Chemical Company inc<br>86 North Hackensack Ave<br>Kearny, NJ 07032<br><a href="mailto:bids@kuehnecompany.com">bids@kuehnecompany.com</a><br>(973) 589 - 0700 | PVS Minibulk Inc<br>10900 Harper Avenue<br>Detroit, MI 48213<br><a href="mailto:bids@pvschemicals.com">bids@pvschemicals.com</a><br>(313) 921 - 1200 |  |
| <b>YEAR 1</b><br>Supply and Delivery of 15% Solution, Unit Price Bid<br>Estimated Quantity - 42,000 Gallons | 2.0019                                                                                                                                             | 3.045                                                                                                                                                                 | 1.98                                                                                                                                                                                          | Unable to submit a bid                                                                                                                                               | 2.540                                                                                                                                                |  |
|                                                                                                             |                                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |
| <b>YEAR 2</b><br>Supply and Delivery of 15% Solution, Unit Price Bid<br>Estimated Quantity - 42,000 Gallons | 2.2019                                                                                                                                             | 3.545                                                                                                                                                                 | 2.12                                                                                                                                                                                          | Unable to submit a bid                                                                                                                                               | 2.790                                                                                                                                                |  |
| NOTES:                                                                                                      |                                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |
|                                                                                                             |                                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |
|                                                                                                             |                                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |
|                                                                                                             |                                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |
|                                                                                                             |                                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |
|                                                                                                             |                                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |
|                                                                                                             |                                                                                                                                                    |                                                                                                                                                                       |                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                      |  |

RECOMMENDATION: Award contract to Univar Solutions USA, Inc.



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
RESOLUTION SUMMARY

**2023-545**

Resolution authorizing an award to Traffic Lines for Traffic Striping from 1/1/24 thorough 12/31/25.



## RESOLUTION NO. 2023-545

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

### **RESOLUTION AWARDING BID FOR TRAFFIC STRIPPING TO TRAFFIC LINES, INC.**

**WHEREAS**, the City of Asbury Park duly advertised on Monday, October 30, 2023 for the receipt of bids for Traffic Striping; and

**WHEREAS**, one (1) bid was received on Tuesday, November 21, 2023 and reviewed by the Director of Purchasing; and

**WHEREAS**, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

**WHEREAS**, there are sufficient funds in the Transportation Utility Operating Budget to cover the cost of this contract for 2024 and 2025 and funds will be provided for in the future budget as needed.

**WHEREAS**, it is the desire of the governing bid to award a contract for Traffic Striping to Traffic Lines, Inc for a period of January 1, 2024 through December 31, 2025; 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 that it hereby awards a contract to Traffic Lines, Inc. for Traffic Striping.

**NOW, THEREFORE BE IT FURTHER RESOLVED** that a copy of this Resolution be provided to the 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. 2023-545 which was finally adopted by the City Council at a meeting held on the 6th day of December, 2023

CERTIFIED BY ME THIS 7th DAY OF December, 2023.



LISA ESPOSITO  
CITY CLERK



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Angela Ahbez-Anderson, City Councilmember

Donna M. Vieiro, City Manager

## **BID SPECIFICATIONS FOR**

## **TRAFFIC STRIPING**

**ISSUE DATE: October 30, 2023**

**DUE DATE: November 21, 2023 10:30 AM**

**ISSUED BY:**

**CITY OF ASBURY PARK  
COUNTY OF MONMOUTH**

# BID PROPOSAL

**BID PROPOSAL FORM****City of Asbury Park  
Traffic Striping**

The City of Asbury Park (City) is seeking qualified individual(s) or firm(s) to provide traffic striping services on various municipal roads and parking lots. All work shall be in accordance with the Manual Uniform Traffic Control Devices (MUTCD) unless exemptions are warranted. The City anticipates expending more than the prevailing wage threshold; this is a prevailing wage contract. Contract term will be from January 1, 2024 through December 31, 2025. Work will be directed through the City's Transportation Manager.

Please provide pricing on the following:

- Handicap staff with symbol as per ADA, paint: \$ 60.00 each
- Shared Lane Marking (Sharrow), paint: \$ 60.00 each
- Bike Lane Symbol, paint: \$ 60.00 each
- Lane-Use directional arrows, paint \$ 60.00 each
- Four-inch solid blue crosshatching, thermoplastic: \$ 1.50 linear foot
- Four-inch white traffic stripes, thermoplastic: \$ .80 linear foot
- Four-inch yellow traffic stripes, thermoplastic: \$ .80 linear foot
- Six-inch traffic stripes, thermoplastic: \$ 1.20 linear foot
- Twelve-inch white traffic stripes, thermoplastic: \$ 2.40 linear foot
- Twenty-four-inch white traffic stripes, thermoplastic: \$ 4.80 linear foot
- Streetbond SB 150 green (Bicycle Lane): \$ 6.00 square foot
- Waterborne latex traffic paint green (Bicycle Lane): \$ 3.00 square foot
- Methyl Methacrylate Green (Bicycle Lane): \$ 9.00 square foot
- Numeric characters (paint):
  - Four inch white or yellow \$ 1.00 each
  - Six inch white or yellow \$ 1.00 each
  - Eight inch white or yellow \$ 1.00 each
  - Ten inch white or yellow \$ 1.00 each

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Striping)

- Twelve inch white or yellow \$ 1.00 each
- Elongated Regulatory/Warning  
Numeric Characters \$ 2.00 each

- Letter characters (paint):

- Four inch white or yellow \$ 1.00 each
- Six inch white or yellow \$ 1.00 each
- Eight inch white or yellow \$ 1.00 each
- Ten inch white or yellow \$ 1.00 each
- Twelve inch white or yellow \$ 1.00 each
- Elongated Regulatory/Warning  
Letter Characters \$ 2.00 each

- Removal of conflicting marks: \$ 1.00 linear foot
- Installation of signage (poles and signage  
provided by City of Asbury Park): \$ 50.00 each

**GRAND TOTAL OF ALL ITEMS ABOVE: \$** 334.50

**BID PROPOSAL FORM**  
**continued**  
**City of Asbury Park**  
**Traffic Striping**

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

Traffic Lines Inc.

Company Name

22-2153169

Federal I.D. # or Social Security #

5100 Asbury Road, Farmingdale, NJ 07727

Address



Signature of Authorized Agent

Mark Sergeant

Type or Print Name

Title: President

732-919-3100

Telephone Number

November 21, 2023

Date

732-919-3101

Fax Number

trafficlines@gmail.com

E-mail address

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Striping)

## Instructions to Bidders and Statutory Requirements

### I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. (Please See Attachment II.)
- B. Sealed bids will be received by the designated representative on Tuesday, November 21, 2023 at the time of 10:30 am in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

## II. BID SECURITY AND BONDING REQUIREMENTS

**The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:**

### ☐ A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

### ☐ B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

### ☐ C. PERFORMANCE BOND

The successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.



**□ D. LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

**□ E. MAINTENANCE BOND**

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed \_\_\_\_\_% of the project costs guaranteeing against defective quality of work or materials for the period of:

\_\_\_\_\_ 1 year

\_\_\_\_\_ 2 years

**III. INTERPRETATION AND ADDENDA**

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from *purchasing@cityofasburypark.com*. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

Please see Attachment III

**D. Discrepancies in Bids**

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

#### IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

#### V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

##### A. INSURANCE REQUIREMENTS

##### ☒ 1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

##### ☒ 2. General Liability Insurance

Combined Single Limit Liability – Occurrence Form  
 \$1,000,000.00 Each Occurrence Limit  
 \$2,000,000.00 Aggregate Limit

☒ 3. Automotive Liability Insurance - \$1,000,000.00 Combined single limit.

☐ 4. Other Forms of Insurance Required

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## B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

## C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner, Engineer and their respective officers, agents and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

## VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

### A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

#### 1. Goods, Professional Services and General Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

Please see Attachment IV

### B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment V of this document.

### C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment VI. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

### D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

Please see Attachment VII

#### E. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Asbury Park is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Please see Attachment VIII

#### F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

Please see Attachment IX

#### G. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A.40A:11-18.



**H. ELECTION CONTRIBUTIONS DISCLOSURE NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Please see Attachment X

**If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.**

**☐ I. DOCUMENT CHECKLIST**

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

**☐ J. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

**☒ K. PREVAILING WAGE ACT**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lse/lspubcon.html](http://www.state.nj.us/labor/lse/lspubcon.html).

**☒ L. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project.

It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

Please see Attachment XII

#### ☒ M. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

Please see Attachment XI

### VIII. METHOD OF CONTRACT AWARD

- A. The contract term will be from January 1, 2024 through December 31, 2025. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

D. The owner may also elect to award the contract on the basis of unit prices.

E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

## IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

## X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.



J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

## **XI. PAYMENT**

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
  - 1. Deliverables not complying with the project specification;
  - 2. Claims filed or responsible evidence indicating probability of filing claims;
  - 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

## **XII. OTHER PROVISIONS**

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
  - 1. Not use or disclose protected health information other than as permitted or required by law
  - 2. Use appropriate safeguards to protect the confidentiality of the information
  - 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

# ATTACHMENT I

## Bid Document Checklist

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

**City of Asbury Park**  
**BID DOCUMENT CHECKLIST\***

| Required<br>by owner                | Submission Requirement                                         | Initial each<br>required entry<br>and if required,<br>submit the item |
|-------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------|
|                                     | Bid Submission Checklist                                       |                                                                       |
| <input checked="" type="checkbox"/> | Bid Proposal Form, Including Pricing Sheet                     | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Acknowledgment of Receipt of Addenda                           | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Mandatory Affirmative Action Language                          | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | New Jersey Anti-Discrimination                                 | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Americans with Disabilities Act of 1990 Language               | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Stockholder Disclosure Certification<br>Statement of Ownership | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Proof of Business Registration                                 | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Disclosure of Investment Activities in Iran                    | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Election Contributions Disclosure Form<br>Acknowledgment       | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit                                        | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Public Works Contractor Certificate                            | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | Prevailing Wage Compliance Declaration                         | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | American Products Certification                                | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> | W9 Form                                                        | <i>MS</i>                                                             |
| <input checked="" type="checkbox"/> |                                                                | <i>MS</i>                                                             |
|                                     |                                                                |                                                                       |
|                                     |                                                                |                                                                       |

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

# ATTACHMENT II

## Notice to Bidders

### Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Qualified Purchasing Agent, for the City of Asbury Park, County of Monmouth, State of New Jersey on Tuesday, November 21, 2023 at 10:30 AM prevailing time at the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ 07712 at which time and place bids will be opened and read in public for:

#### Traffic Striping

Contract documents for the proposed work may be examined at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, N.J. 07712 between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday and online at: [www.cityofasburypark.com](http://www.cityofasburypark.com).

Please include one original unbound proposal and one digital copy on a media (CD, DVD-RW, flash drive, etc.) of respondent's choice, which will not be returned. Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and the name of the work on the outside addressed to:

Qualified Purchasing Agent  
ATTN: Tracy Lizardi  
One Municipal Plaza  
Asbury Park, N.J. 07712

The City of Asbury Park intends to award this Project to the lowest Bidder whose Bid Packet is responsive and complies with its requirements for the Project, provided that, in the judgment of the City, is reasonable, within available funds and in the interest of the City. The City of Asbury Park reserves the right to reject any and all Bid Packets to the extent permitted by law. An award will be made or Bid Packets will be rejected within sixty (60) Calendar Days after the opening of the Bid Packets, during which time the Bid Packets shall be irrevocable and unavailable to withdraw by Bidders, unless otherwise extended in the Contract Documents.

Tracy Lizardi  
Qualified Purchasing Agent

Publication Date:  
Monday, October 30, 2023

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

# ATTACHMENT III

## 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><br>(Initial) |
|------------------------|--------------|-----------------------------------------|
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |

No addenda were received: ☒

Acknowledged for: Traffic Lines Inc.  
(Name of Bidder)

By:   
(Signature of Authorized Representative)

Name of above: Mark Sergeant  
(Print or Type)

Title: President

Date: November 21, 2023



# ATTACHMENT IV

## Affirmative Action Compliance

**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 for 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 or 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.**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

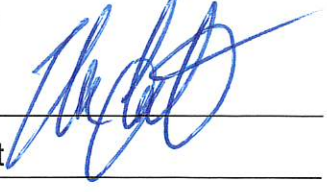
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

**The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.**

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Traffic Lines Inc.

SIGNATURE: 

PRINT NAME: Mark Sergeant

TITLE: President

DATE: November 21, 2023

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)



# State of New Jersey

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

PHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

January 24, 2023

Mr. Stephen Fitzpatrick  
D/ESBE Officer  
Traffic Lines, Inc.  
5100 Asbury Road  
Farmingdale, NJ 07727

Dear Mr. Fitzpatrick:

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

Please note that this approval will be in effect for a period of one year beginning February 6, 2023, and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

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

Sincerely,

*Vicki Tilghman-Ansley*

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

VT-A/smm  
c: File

# ATTACHMENT V

## New Jersey Anti-Discrimination Provisions

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

*(Include the following only for boards of education)*

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

# ATTACHMENT VI

**Americans with Disabilities Act of 1990**

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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.

# ATTACHMENT VII

## Stockholders Disclosure Certification

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business:** Traffic Lines Inc.

☒ 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:**

- |                                                   |                                                        |                                                        |
|---------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Partnership              | <input checked="" type="checkbox"/> Corporation        | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit                    |                                                        |

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Mark Sergeant

Name: Matthew Sergeant

Home Address: 6 Island Road

Home Address: 484 Hance Ave.

Rumson, NJ 07760

Little Silver, NJ 07739

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

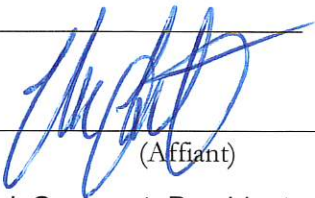
Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Subscribed and sworn before me this 21 day of  
November, 2023

(Notary Public) Laraine A. Berry

My Commission expires:

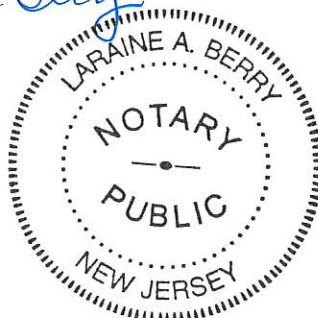
  
 \_\_\_\_\_  
 (Affiant)

**Mark Sergeant, President**

(Print name & title of affiant)

(Corporate Seal)

**LARAINA A. BERRY**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES JAN. 13, 2024



# ATTACHMENT VIII

## Proof of Business Registration



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

3.E.8.a

**Taxpayer Name:** TRAFFIC LINES, INC.  
**Trade Name:**  
**Address:** 5100 ASBURY RD  
FARMINGDALE, NJ 07727  
**Certificate Number:** 0103981  
**Effective Date:** February 10, 1977  
**Date of Issuance:** January 21, 2011

**For Office Use Only:**  
20110121110016373

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

### **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, City of Asbury Park, is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS |                                                                                                                       | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 282<br>TRENTON, NJ 08646-0282 |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| TAXPAYER NAME:                                                                                              | TRADE NAME:                                                                                                           |                                                                                       |
| TAX REGISTRATION TEST ACCOUNT                                                                               | CLIENT REGISTRATION                                                                                                   |                                                                                       |
| TAXPAYER IDENTIFICATION#:                                                                                   | SEQUENCE NUMBER:                                                                                                      |                                                                                       |
| 970-007-382/500                                                                                             | 0107330                                                                                                               |                                                                                       |
| ADDRESS:                                                                                                    | ISSUANCE DATE:                                                                                                        |                                                                                       |
| 847 ROEBLING AVE<br>TRENTON NJ 08611                                                                        | 07/14/04                                                                                                              |                                                                                       |
| EFFECTIVE DATE:                                                                                             | <br>John S. Tully<br>Actg. Director |                                                                                       |
| 01/01/01                                                                                                    |                                                                                                                       |                                                                                       |
| FORM-BRC(08-01)                                                                                             | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.              |                                                                                       |

|  STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Taxpayer Name:                                                                                                                             | TAX REG TEST ACCOUNT                  |
| Trade Name:                                                                                                                                |                                       |
| Address:                                                                                                                                   | 847 ROEBLING AVE<br>TRENTON, NJ 08611 |
| Certificate Number:                                                                                                                        | 1093907                               |
| Date of Issuance:                                                                                                                          | October 14, 2004                      |
| For Office Use Only:                                                                                                                       |                                       |
| 20041014112823533                                                                                                                          |                                       |

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

# ATTACHMENT IX

## Disclosure of Investment Activities in Iran



## Disclosure of Investment Activities in Iran

**Bidder Name:** Traffic Lines Inc.

### Part 1: Certification

BIDDERS 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](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification 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:

X

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.

**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 *<name of contracting unit>* 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 *<reference to contracting unit>* to notify the *<reference to contracting unit>* 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 *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Mark Sergeant

Title: President

Signature: 

Date: November 21, 2023

# ATTACHMENT X

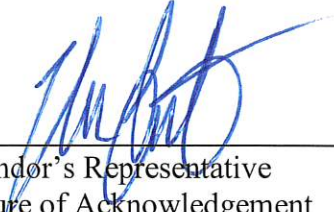
## Election Contributions Disclosure Notification Form

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

**ELECTION CONTRIBUTIONS DISCLOSURE  
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

  
\_\_\_\_\_  
Vendor's Representative  
Signature of Acknowledgement

November 21, 2023

  
\_\_\_\_\_

Date of Acknowledgement

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

# Attachment XI

## Non-Collusion Affidavit





# Attachment XII

## Public Works Contractor Certificate

Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

**PUBLIC WORKS CONTRACTOR CERTIFICATE**  
(Pursuant to N.J.S.A. 34:11-56.48)

**City of Asbury Park**  
**Traffic Stripping**

Traffic Lines Inc.

(Bidder Name)

This law requires that all contractors, general, or prime (or named) subcontractors, working on public projects subject to prevailing wage laws to register as a Public Works Contractor (N.J.S.A. 34:11-56.51). The registration is known as a Public Works Contractor Registration (PWCR).

It prohibits contractors from bidding on any contract for public work unless the contractor is registered *at the time bids were received*. It also prohibits contractors from naming/listing a subcontractor in a bid or proposal for a contract unless that subcontractor is also registered *at the time bids are received*.

At or after a bid is opened, but prior to award, general and prime contractors must provide proof of PWCR showing that they were registered **prior** to date bids were opened for themselves and all named/listed subcontractors. Non-listed lower-tier subcontractors must also provide proof through the general or prime contractor that they were registered prior to the start of work on the contract.

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



Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

Certificate Number  
604990

Registration Date: 03/25/2022  
Expiration Date: 03/24/2024



# State of New Jersey

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

### Public Works Contractor Registration Act

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

Responsible Representative(s):  
Mark Sergeant, President

**Traffic Lines Inc.**  
**2022**

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

NON TRANSFERABLE

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



## ATTACHMENT XIII

### Prevailing Wage Compliance Declaration

**PREVAILING WAGE COMPLIANCE DECLARATION**  
(Pursuant to N.J.S.A. 34:11-56.25 et. seq.)

**City of Asbury Park  
Traffic Stripping**

Traffic Lines Inc.

(Bidder Name)

The above named Bidder, located at 5100 Asbury Road, Farmingdale, NJ 07727

(Bidder's Address)

hereby accepts and agrees to the terms and conditions of the Prevailing Wage Act:

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

By initialing here, the Bidder hereby accept and agrees to the terms and conditions of the **Prevailing Wage Act**



Attachment: TRAFFIC LINES PROPOSAL (2023-545 : Awarding Bid for Traffic Stripping)

## ATTACHMENT XIV

### American Products Certificate

## Attachment XV

### W9 Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Form<br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <h2 style="margin: 0;">Request for Taxpayer<br/>Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><b>Give Form to the requester. Do not send to the IRS.</b></p> |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>W-9</b> </div> <div style="width: 70%;"> <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br/><b>Traffic Lines Inc.</b></p> <p>2 Business name/disregarded entity name, if different from above</p> </div> <div style="width: 15%;"></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Print or type.<br>See Specific Instructions on page 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> </div> <div style="width: 35%;"> <p><input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> </div> </div> |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>5 Address (number, street, and apt. or suite no.) See instructions.<br/><b>5100 Asbury Road</b></p> <p>6 City, state, and ZIP code<br/><b>Farmingdale, NJ 07727</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <div style="border: 1px solid black; padding: 5px;"> <p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table> </div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   | Social security number |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | OR |  |  |  |  |  |  |  |  |  | Employer identification number |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <div style="border: 1px solid black; padding: 5px;"> <p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <p><b>Sign Here</b></p> <p>Signature of U.S. person ▶ </p> </div> <div style="width: 65%;"> <p>Date ▶ <b>November 21, 2023</b></p> </div> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <div style="border: 1px solid black; padding: 5px;"> <p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|                                                                     |                                                                    |               |
|---------------------------------------------------------------------|--------------------------------------------------------------------|---------------|
| <b>VENDOR NAME</b>                                                  | Traffic Lines, Inc.                                                |               |
| <b>ADDRESS</b>                                                      | 5100 Asbury Road Farmingdale, NJ 07727                             |               |
| <b>CONTACT</b>                                                      | Mark Sergeant                                                      |               |
| <b>TELEPHONE NUMBER</b>                                             | (732) 919-3100                                                     |               |
| <b>EMAIL ADDRESS</b>                                                | <a href="mailto:trafficlines@gmail.com">trafficlines@gmail.com</a> |               |
| Handicap staff with symbol as per ADA, paint (each)                 | \$                                                                 | 60.00         |
| Shared Lane Marking (Sharrow), paint (each)                         | \$                                                                 | 60.00         |
| Bike Lane Symbol, Paint (each)                                      | \$                                                                 | 60.00         |
| Lane-Use directional arrows, paint (each)                           | \$                                                                 | 60.00         |
| Four inch solid blue crosshatching, thermoplastic (linear foot)     | \$                                                                 | 1.50          |
| Four inch white traffic stripping, thermoplastic (linear foot)      | \$                                                                 | 0.80          |
| Four inch yellow traffic stripping, thermoplastic (linear foot)     | \$                                                                 | 0.80          |
| Six inch traffic stripping, thermoplastic (linear foot)             | \$                                                                 | 1.20          |
| Twelve inch white traffic stripe. Thermoplastic (linear foot)       | \$                                                                 | 2.40          |
| Twenty-four inch white traffic stripes, thermoplastic (linear foot) | \$                                                                 | 4.80          |
| Streetbond SB 150 green, Bicycle Lane (square foot)                 | \$                                                                 | 6.00          |
| Waterborne latex traffic paint green, Bicycle Lane (square foot)    | \$                                                                 | 3.00          |
| Methyl Methacrylate green, Bicycle Lane (square foot)               | \$                                                                 | 9.00          |
| Numeric characters, paint (each):                                   |                                                                    |               |
| Four inch white or yellow                                           | \$                                                                 | 1.00          |
| Six inch white or yellow                                            | \$                                                                 | 1.00          |
| Eight inch white or yellow                                          | \$                                                                 | 1.00          |
| Ten inch white or yellow                                            | \$                                                                 | 1.00          |
| Twelve inch white or yellow                                         | \$                                                                 | 1.00          |
| Elongated Regulatory/Warning Numeric Characters                     | \$                                                                 | 2.00          |
| Letter characters, paint (each):                                    |                                                                    |               |
| Four inch white or yellow                                           | \$                                                                 | 1.00          |
| Six inch white or yellow                                            | \$                                                                 | 1.00          |
| Eight inch white or yellow                                          | \$                                                                 | 1.00          |
| Ten inch white or yellow                                            | \$                                                                 | 1.00          |
| Twelve inch white or yellow                                         | \$                                                                 | 1.00          |
| Elongated Regulatory/Warning Numeric Characters                     | \$                                                                 | 2.00          |
| Removal of conflicting marks (linear foot)                          | \$                                                                 | 1.00          |
| Installation of Signage (Poles & Signage provided by the City) each | \$                                                                 | 50.00         |
| <b>TOTAL EACH LINE ITEM</b>                                         | <b>\$</b>                                                          | <b>334.50</b> |
|                                                                     |                                                                    | \$ -          |
|                                                                     |                                                                    |               |

NOTES:

RECOMMENDATION: Award contract to Traffic Lines, Inc.

Attachment: BID Tabulations (2023-545 : Awarding Bid for Traffic Stripping)



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

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

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

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

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

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

**Chapter 7. Traffic**

**§ 7-40. PRIVATE PARKING LOTS.**

**§ 7-40.1. Definitions.**

As used in this section:

**PARKING LOT**

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

**§ 7-40.2. License.**

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

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

§ 7-40.3. Application for License.

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



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

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

#### § 7-40.4. Insurance.

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

#### § 7-40.5. License Fees.

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

##### a. Fee imposed.

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

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

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

#### § 7-40.6. Revocation of License.

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

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

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

#### § 7-40.7. Signs.

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

#### § 7-40.8. Barriers.

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

placed three (3) feet from the lot lines.

§ 7-40.9. Ground Maintenance.

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

§ 7-40.10. Shelters.

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

§ 7-40.11. Lighting.

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

§ 7-40.12. Entrances and Exits.

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

§ 7-40.13. Fire Equipment.

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

§ 7-40.14. Pavement.

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

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

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

§ 7-40.15. Claim Checks.

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

§ 7-40.16. Change of Rates.

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

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

§ 7-40.17. Notification to Police.

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

§ 7-40.18. Pavement of Private Parking Lots.

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

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-39 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-44 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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LISA ESPOSITO  
CITY CLERK

## LEASE AGREEMENT

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

### Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) As otherwise provided in this Lease.

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

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

5. Grant of Lease; Permitted Use by Tenant.

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

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

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

6. Landlord Representations/ No Responsibilities.

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

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

7. Tenant Representations/Responsibilities.

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

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

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

## 8. Maintenance and Repairs; Liens.

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

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

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

## 9. Insurance.

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

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

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

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

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

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

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

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

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



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

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

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

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

12. Events of Default; Remedies.

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

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

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



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

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

### 13. Indemnification.

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

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

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

14. Subordination/Estoppel.

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

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

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

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

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

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

If to Landlord:

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

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

If to Tenant:

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

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

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

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

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

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

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

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

23. Representations and Warranties.

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

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

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

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

LANDLORD:

ASBURY PARTNERS, LLC

By:\_\_\_\_\_

Name: BRIAN A. CHERIPKA

Title: AUTHORIZED SIGNATORY

CAJUN FISH HOLDINGS, LLC

By:\_\_\_\_\_

Name: BRIAN A. CHERIPKA

Title: AUTHORIZED SIGNATORY

TENANT:

CITY OF ASBURY PARK

By:\_\_\_\_\_

Name: JOHN MOOR

Title: MAYOR

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

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









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

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

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

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

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

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

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

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

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

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

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



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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-46 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK

**EXHIBIT A**

Deletions are denoted as strikethrough and additions are underlined.

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

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

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

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

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

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

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

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

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

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

#### § 7-29 TAXI AND RIDESHARE STANDS.

[2000 Code § 7-29]

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

#### Taxi Stands

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

## Taxi Stands

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

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

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



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

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

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

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

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

**Chapter 15. Rent Leveling Regulations**

§ 15-1. Purpose.

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

§ 15-2. Definitions.

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

**BOARD**

Shall mean the Rent Leveling Board.

**CAPITAL IMPROVEMENT**

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

have a useful life of at least five years.

### **CONSTRUCTION or CONSTRUCTED**

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

### **DWELLING or DWELLING UNIT**

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

### **LANDLORD**

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

### **LEASE AGREEMENT**

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

### **LIVING AREAS**

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

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

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

### **OFFICER**

Shall mean the Rent Regulation Officer.

### **REGISTRATION FORM**

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

### **RENT**

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

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

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

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

#### **RENT LEVELING BOARD**

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

#### **RENT REGULATION OFFICER**

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

#### **SERVICE**

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

#### **SUBSTANTIAL COMPLIANCE**

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

#### **TENANT/SUBTENANT**

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

#### **§ 15-3. Applicability.**

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



occupied; except for the following exemptions:

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

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

§ 15-4. Rental Registration.

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

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

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

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

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

§ 15-6. Precedence of Ordinance.

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

§ 15-7. Rent Increase.

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

means.

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

#### § 15-8. Vacancy Decontrol.

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

#### § 15-9. Tax Appeal; Reduction.

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

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

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

#### § 15-10. Appeal by Landlord.

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

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

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

to conserve energy and fuels have been used;

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

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

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

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

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

f. Reasonable rate of return.

- 1. In determining rent increases under this section, the Rent Leveling Board shall consider whether the rent increase permitted by this section provides the landlord with a just and reasonable rate of return. The Rent Leveling Board shall be guided in its determination by whether the rental increase will result in a rate of return which is sufficiently high so as to:

- (a) Encourage good management, including adequate maintenance of services;
- (b) Furnish reasonable reward for efficiency to the landlord; and

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

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

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

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

#### § 15-12. Rent Rebate.

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

#### § 15-13. Notice to Tenants.

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



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

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

#### § 15-14. Standard of Service.

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

#### § 15-15. Rent Leveling Board.

a. Rent Leveling Board Created.

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

thereof only in the same manner as the initial appointment.

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

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

writing.

f. Appeals of Rent Leveling Board Decisions.

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

§ 15-16. Staff.

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

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

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

documentation as necessary.

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

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

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

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

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

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

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-48 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Wednesday, December 6, 2023  
REGULAR MEETING

---

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

2023-529 Resolution Authorizing a meeting which excludes the public

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

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

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

**ITEMS TO BE PRESENTED:**



Matters from City Council

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

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

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

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

**PUBLIC PARTICIPATION**

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

**APPOINTMENT OF CITY MANAGER**

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

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

**MINUTES**

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

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

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

### **CONSENT AGENDA RESOLUTIONS**

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

2023-531 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2023-532 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Sewer Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan

2023-533 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - DOT Alternative Transportation Enhancements

2023-534 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2023 Budget

2023-535 Resolution Authorizing the Disposition of Surplus Property

2023-536 Resolution To Adjust Sewer Charges On Various Accounts

### **INDIVIDUAL RESOLUTIONS**

2023-537 Resolution Approving Payment of Bills

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ORDINANCES**

### Introduction

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

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

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

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

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

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

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

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

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

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

### **ADJOURNMENT**

The meeting was adjourned at 6:26 PM

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

Respectfully submitted by:

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Lisa Esposito, City Clerk