



Agenda
Meeting of the Municipal Council
Wednesday, December 8, 2021
REGULAR MEETING 6:00 PM

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

2021-503 Resolution Authorizing a meeting which excludes the public

A. Litigation

1. Mount Laurel Declaratory Lawsuit

B. Contract Negotiations

1. Municipal Services Agreement
2. Superior Officers Association Local 6 (SOA) Union Contract
3. Lease Agreement with New Cingular Wireless PCS, LLC d/b/a/ AT&T

C. Attorney-Client Privilege

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

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

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamation

Recognizing Danny Mckee, President of Asbury Park Little League

Special Event Applications

Items to be Presented:

Matters from City Council

Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

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

C. Consent Agenda Resolutions

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

2021-504 Resolution to Refund Overpaid Property Taxes on Block 3606 Lot 10.19 C0307 located at 321 Sunset Avenue, Unit 2G, Asbury Park , New Jersey

2021-505 Resolution to Refund Overpaid Property Taxes on Block 2012 Lot 7 property located at 1107 Ridge Ave.

2021-506 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2021 Budget

D. Individual Resolutions

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

2021-507 Resolution Approving Payment of Bills

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

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

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

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

- 2021-512 Resolution Amending the Purchase of a Server Needed for the IAPRO Software at the Police Department
- 2021-513 Resolution Authorizing the Replacement of Two New VFD Units in the Odor Control System at the Sewer Plant
- 2021-514 Resolution Authorizing the Purchase of a New Influent Pump Needed at the Sewer Plant
- 2021-515 A Resolution of the Mayor and City Council of the City of Asbury Park, Acting as the Redevelopment Entity, Granting an Extension of a Conceptual Approval To Asbury Partners, LLC Regarding the “Summer Experience” Installation on Block 3802, Lot 1
- 2021-517 Resolution of The City of Asbury Park To Enter Into An Escrow Agreement With Interfaith Neighbors for Parcel Known as Block 1403, Lot 10 in The City of Asbury Park, Monmouth County, New Jersey, Commonly Known As 1276 Washington Avenue
- 2021-518 Resolution of The City of Asbury Park Approving An Escrow Agreement By And Between The City And Jemal's Braverman Building LLC for a Redevelopment Project At 1201 Memorial Drive, Block 203, Lot 5
- 2021-519 Awarding Bid for Traffic Stripping to Traffic Lines, Inc.
- 2021-520 Resolution of The City of Asbury Park, In the County of Monmouth, State Of New Jersey Authorizing the Designation of Various Redevelopment Area Bonds as Not Being Subject to Optional Redemption
- 2021-521 Resolution Providing for The Combination of Certain Issues of Not to Exceed \$3,487,741 General Obligation Bonds of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Determining the Form and Other Details of Such Bonds and Providing for The Sale of Such Bonds to The Monmouth County Improvement Authority Pursuant to The Pooled Governmental Loan Program
- 2021-522 A Resolution Supporting Pending Legislation (S-2130/A-1834), Which Creates The “Community Wealth Preservation Program” And Expands Access for Certain Buyers to Purchase Property from Sheriff’s Sales.

E. Ordinances

1. Introduction

- 2021-39 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park
- 2021-40 An Ordinance Amending Chapter 15, Entitled “Rent Leveling Regulations,” of the Code of The City of Asbury Park

2. Second Reading/Public Hearing

- 2021-38 2021 Transportation Update Ordinance

F. Adjournment

**RESOLUTION NO. 2021-503****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 8, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Litigation:

1. Mount Laurel Declaratory Lawsuit

B. Contract Negotiations:

1. Municipal Services Agreement
2. Superior Officers Association Local 6 (SOA) Union Contract
3. Lease Agreement with New Cingular Wireless PCS, LLC d/b/a/ AT&T

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.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Tuesday, November 23, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-489 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

INTRODUCTION OF NEW SOCIAL WORKER BRE ASIA WRIGHT

Deputy Mayor, Amy Quinn introduced the new social worker Bre Asia Wright.

Minutes Acceptance: Minutes of Nov 23, 2021 6:00 PM (Minutes)

SPECIAL EVENT APPLICATIONS

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

ITEMS TO BE PRESENTED:

Asbury Partners, LLC and Tandem Cycle for an extension of an interim approval for a fitness center at 216 Cookman Avenue; Block 3802, Lot 1 also known as "The Summer Experience"

Jennifer Porter of CSG Law presented updates to "The Summer Experience" project.

Matters from City Council

Council member Chapman stated, I just wanted to let everyone know that on December 3, 2021 there will be a holiday tree lighting in Fireman's Park There will be a visit with Santa Claus, music, and refreshments. On December 11, 2021 there will also be a tree lighting and Kwanzaa in Springwood Park. Again, Santa, refreshments, and good times. I want to wish everyone a very Happy Thanksgiving.

Council member Kendle stated, I would like to wish everyone a very safe and blessed holiday.

Deputy Mayor Quinn stated, Eileen and I went to the League of Municipalities in Atlantic City. It's a yearly conference that you do trainings, learn how to govern better, and a variety of other things. We were asked to sit on a panel regarding harm reduction. We spent 90 minutes hearing how Asbury Park has one of the most successful needle exchange programs in New Jersey, in a city that was currently Atlantic City, fighting their current needle exchange. Kudos to our administration and kudos to our Social Services department, and especially kudos to VNA who have continued to run a successful needle exchange program since 2016. I'd be remiss if I didn't acknowledge that.

Council member Chapman stated, also we were awarded a silver certificate for sustainability. We were one of three municipalities in Monmouth County to receive this award, and the only one to have received it three years in a row. Again, I'd like to acknowledge the city staff, our Green Team, and everyone who helps to make this a more sustainable community.

Mayor Moor stated, this past Saturday November 20th , the NJ State PBA gave out their valor awards. I was fortunate enough to attend and three officers from Asbury Park were honored. Bronze medal of valor went to Sergeant Francis Sangi, Officer James Crawford, and the life-saving award went to Officer Herline Valcin. Asbury Park did very well as far as getting valor awards. I'd like to wish everybody a Happy and Safe Thanksgiving.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public. All were in favor. The following members of the public spoke: John Morris made a comment about the Elks Lodge; Vanessa Merrills made a comment about the SeaView apartments; Derrel Stroud, Tracy Rogers, Derrick Bloom, Ron Simoncinni, made a comments about rent leveling. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Kendle. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting-Nov 10, 2021 4:00 PM
2. Municipal Council - Regular Meeting - Nov 10, 2021 6:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2021-490 Resolution Approving Special Event Applications

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

2021-491 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn
NAYS:	John Moor
ABSENT:	Yvonne Clayton

2021-492 Resolution Amending a Contract with Stavola Asphalt Company for Asphalt

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

2021-493 Resolution Amending a Contract with Monmouth County for Milling and Paving of Various Roads

Minutes Acceptance: Minutes of Nov 23, 2021 6:00 PM (Minutes)

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

2021-495 Resolution Authorizing the Purchase of an Ambulance Disinfection System

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

2021-496 Resolution Authorizing the Purchase of Two Police Vehicles and Related Equipment Needed

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

2021-497 Resolution Authorizing the Purchase of an Ambulance for the Fire Department

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

2021-498 Resolution Authorizing Purchase of a Police Speed Alert Trailer

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

2021-499 Resolution Authorizing Purchase of Lumber and Hardware for Beach Lockers

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

2021-500 Resolution Authorizing the Purchase of Various Computers and Accessories Needed for City Wide Computer Replacement

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

2021-501 Resolution Authorizing the Purchase of a Server Needed for the IAPro Software at the Police Department

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

2021-502 Resolution Authorizing the Purchase and Installation of Automated License Plate Reader (ALPR) for the Speed Alert Trailer at the Police Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

ORDINANCES

First Reading/Introduction

2021-38 2021 Transportation Update Ordinance

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/8/2021 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Yvonne Clayton

PRESENTATION

Rent Leveling Ordinance Revisions by Neil Marotta, Esq. followed by an Open Public Comment Period

Director of Community Development, Robert Goodman and Neil Marotta, Esq. presented revisions to the Rent Leveling Ordinance. The following members of the public spoke: Shirley Cruz Davis, Matthew Sigman, Matt Daniels, Tracy Rogers, Alex Kruzutski, Ron Simoncinni, Kerry Butch, Peter Siegel, and Andrea Goldman. In addition to the previous speakers, the following members of the public submitted online comments: Jennifer Cubias, Mark Lindsey, Katherine Healey, Andrea Goldman, Pamela Lamberton, Ben Hall, and Mark Hadnett.

ADJOURNMENT

The meeting was adjourned at 7:40 PM

A motion to close the meeting was made by Council member Chapman and seconded by Mayor Moor. Meeting was adjourned at 7:40PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Nov 23, 2021 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-504

Refund of duplicate tax payment on property located at 321 Sunset Ave, Unit#2G.



RESOLUTION NO. 2021-504

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

RESOLUTION TO REFUND OVERPAID PROPERTY TAXES ON BLOCK 3606 LOT 10.19 C0307 LOCATED AT 321 SUNSET AVENUE, UNIT 2G, ASBURY PARK , NEW JERSEY

WHEREAS, Info-Pro Lender Services, Inc., the mortgage holder for property address known as 321 Sunset Avenue Unit 2G, has made an erroneous duplicate payment on property taxes, creating an overpayment in the amount of \$1,978.22; and

WHEREAS, the Tax Collector has been requested to refund block and lot 3606/10.19 C0307 in the amount of \$1,978.22 for the credit applied to the 4th quarter of 2021 that was paid by Info-Pro Lender Services, Inc., who has provided documented proof of payment; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of property taxes in the amount of \$1,978.22 for the 4th quarter of 2021 to Info-Pro Lender Services, Inc..
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-504 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-505

Refund of a duplicate tax payment on property located at 1107 Ridge Ave



RESOLUTION NO. 2021-505

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

RESOLUTION TO REFUND OVERPAID PROPERTY TAXES ON BLOCK 2012 LOT 7 PROPERTY LOCATED AT 1107 RIDGE AVE.

WHEREAS, Corelogic, the mortgage holder for property address known as 1107 Ridge Avenue, has made an erroneous duplicate payment on property taxes, creating an overpayment in the amount of \$2,225.90; and

WHEREAS, the Tax Collector has been requested to refund block and lot 2012/7 in the amount of \$2,225.90 for the credit applied to the 4th quarter of 2021 that was paid by Corelogic, who has provided documented proof of payment; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of property taxes in the amount of \$2,225.90 for the 4th quarter of 2021 to Corelogic.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-505 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-506

Routine transfer of funds.

	From	To
Current Fund:		
Tax Collector SW	\$20,000.00	
Planning Dept. SW	10,000.00	
Liability Insurance	10,000.00	
Workers Compensation	10,000.00	
Employee Group Insurance	20,000.00	
Police SW	20,000.00	
Fire SW	10,000.00	
Social Services OE	8,000.00	
Telephone	5,000.00	
Finance OE		100,000.00
Social Services SW		8,000.00
Fire Hydrant Services		5,000.00



RESOLUTION NO. 2021-506

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2021 BUDGET

WHEREAS, it has been determined that various line items within the 2021 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:

	From	To
Current Fund:		
Tax Collector SW	\$20,000.00	
Planning Dept. SW	10,000.00	
Liability Insurance	10,000.00	
Workers Compensation	10,000.00	
Employee Group Insurance	20,000.00	
Police SW	20,000.00	
Fire SW	10,000.00	
Social Services OE	8,000.00	
Telephone	5,000.00	
Finance OE		100,000.00
Social Services SW		8,000.00
Fire Hydrant Services		5,000.00

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-506 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-494

Resolution authorizing the implementation of competitive contracting process to procure vendors to operate concession stands at Kennedy Park.



RESOLUTION NO. 2021-494

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE CONCESSION STANDS AT KENNEDY PARK

WHEREAS, the City of Asbury Park (the “City”) is interested in seeking proposals from interested vendors to operate concession stands at Kennedy Park; and

WHEREAS, the Mayor and Council believe that this proposed concession service will generate revenues for the City and provide a benefit and service to the public; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, allows municipalities to utilize the “competitive contracting” process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

WHEREAS, the method to be utilized under the “competitive contracting” process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the “competitive contracting” process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the “competitive contracting” process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession service referenced above.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that, following the receipt of proposals from interested vendors for the said concession service, and the review and ranking of the proposals received in accordance with the methodology to be enumerated in the RFP, the Mayor and Council shall consider making an award for the operation of said concession service at a future Council

meeting(s).

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

- a. Donna M. Vieiro, City Manager;
- b. Michael Manzella, Deputy City Manager;
- c. Melody Hartsgrove, City Clerk;
- d. JoAnn Boos, CFO;
- e. Tracy Lizardi, Qualified Purchasing Agent/Assistant CFO; and
- f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-494 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 8th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-507

Resolution Approving Payment of Bills



RESOLUTION NO. 2021-507

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

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

BE IT RESOLVED, that these vouchers payable totaling \$1,881,970.02

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	\$ 807,014.02
BOARD OF EDUCATION	<u>1,074,956.00</u>
TOTAL VOUCHERS	<u>\$1,881,970.02</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-507 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK

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

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

0-01-25-240-000-212	POLICE Dues,Subscript.					
MAGLO MAGLOCLEN	21-03240 Membership 7/1/21 - 6/30/22			400.00	0.00	
	Extd Total: POLICE DEPARTMENT			400.00		
	Department Total: POLICE			400.00		
	CAFR Total:			400.00		
	Fund Total: CURRENT			400.00		
	Year Total:			400.00		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

1-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA GEESE CHASERS, LLC	21-02621 4TH QTR 2021 CLEARING AND			649.50	0.00	B
GEECHA GEESE CHASERS, LLC	21-02622 4TH QTR 2021 CLEARING AND			1,079.00	0.00	B
				1,728.50		
1-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	21-00304 2021 SERVICES RENDERED BLANKET			523.50	0.00	B
CGPHL005 CGP&H, LLC	21-00332 2021 SERVICES RENDERED BLANKET			2,470.00	0.00	B
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	21-03136 Invoice 3079 Rent Control			106.50	0.00	
				3,100.00		
	Extd Total: ADMINISTRATION			4,828.50		
	Department Total: ADMINISTRATION			4,828.50		

Department: HUMAN RESOURCE
Extd: HUMAN RESOURCES

1-01-20-105-000-299	HUMAN RESOURCES Misc.					
GENBUR GENOVA BURNS LLC	21-02473 2021 Services Rendered Blanket			5,815.98	0.00	B
	Extd Total: HUMAN RESOURCES			5,815.98		
	Department Total: HUMAN RESOURCE			5,815.98		

Attachment: Bill List 12-8-21 (2021-507 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MAYOR/COUNCIL Extd: MAYOR & COUNCIL						
1-01-20-110-000-299	MAYOR & COUNCIL Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03072	Business Cards for Clayton	45.00	0.00	
	Extd Total: MAYOR & COUNCIL			45.00		
	Department Total: MAYOR/COUNCIL			45.00		
Department: MUNIC CLERK Extd: MUNICIPAL CLERK						
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	21-03165	APP #4994904 11/10/21 NOTICE	73.25	0.00	
1-01-20-120-000-222	MUNICIPAL CLERK Training					
MELHAR	MELODY HARTSGROVE	21-03236	NJLM Ocean Resort M.Hartsgrove	230.80	0.00	
LISAE005	LISA ESPOSITO	21-03237	NJLM Ocean Resort Invoice	230.80	0.00	
				461.60		
1-01-20-120-000-238	MUNICIPAL CLERK Contractual					
NJDIVS	NJ DIVISION OF ABC	21-03151	ABC Liquor Lic. Renewal'21-'22	126.00	0.00	
	Extd Total: MUNICIPAL CLERK			660.85		
	Department Total: MUNIC CLERK			660.85		
Department: FINANCE Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-202	FINANCE Office Supplies					
MGLFOR	MGL FORMS-SYSTEMS, LLC	21-02952	2021 1099 Forms	316.00	0.00	
1-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-00294	2021 SERVICES RENDERED BLANKET	750.00	0.00	B
1-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	21-03141	CONTRACT #124807 7/1-9/30	4,629.40	0.00	
1-01-20-130-000-223	FINANCE Condo Reimbursements					
THESA005	THE SANTANDER ASSOCIATION INC	21-03214	3rd Q Condo Reimbursements	3,207.42	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			8,902.82		
	Department Total: FINANCE			8,902.82		
Department: COMPUTER MIS Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	21-02433	Beach office printer 1C5T4GW	250.91	0.00	
CDWGOV	CDW GOVERNMENT LLC	21-02507	Keyboard for Su 1C5W8T8	31.37	0.00	
CDWGOV	CDW GOVERNMENT LLC	21-03074	Q#1C6BWF Tax Office HDMI	84.53	0.00	

Attachment: Bill List 12-8-21 (2021-507 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-140-000-219 AMAZ0005 AMAZON.COM SERVICES	COMPUTER DATA PROC. Equipment USB Microphones	21-03175	Continued	62.95 429.76	0.00	
1-01-20-140-000-223 RAHTYP RAHWAY TYPEWRITER COMPANY INC	COMPUTER DATA PROC Hardware Support Construction Off Printer	21-03119		336.50	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				766.26		
Department Total: COMPUTER MIS				766.26		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-202 KINTINC KINTECH, INC.	TAX ASSESSOR Office Supplies INV #35123 NOVEMEER LETTER	21-03229		895.61	0.00	
1-01-20-150-000-209 HARHAU HARRY HAUSHALTER	TAX ASSESSOR Fees 2021 SERVICES RENDERED BLANKET	21-00302		2,750.00	0.00	B
Extd Total: TAX ASSESSOR				3,645.61		
Department Total: TAX ASSESSOR				3,645.61		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209 ANSZAR ANSELL, GRIMM & AARON, P.C.	LEGAL SERVICES Fees 2021 SERVICES RENDERED BLANKET	21-00290		800.00	0.00	B
MARFAL MARAZITI FALCON, LLP	2021 SERVICES RENDERED BLANKET	21-00291		38,369.52	0.00	B
				39,169.52		
Extd Total: LEGAL SERVICES				39,169.52		
Department Total: LEGAL SERVICES				39,169.52		
CAFR Total:				63,834.54		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
1-01-21-180-000-201 JACSER JACK A. SERPICO	PLANNING BOARD General Plant Serpico PB/ZB Invoices 10/21	21-03135		1,250.00	0.00	
THECOA THE NEW COASTER, LLC	PB Special notice 10.14.21	21-03226		28.95	0.00	
				1,278.95		
Extd Total: PLANNING BOARD				1,278.95		
Department Total: PLANNING BOARD				1,278.95		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
1-01-21-185-000-209 JACSER JACK A. SERPICO	ZONING BOARD Fees Serpico PB/ZB Invoices 10/21	21-03135		712.50	0.00	

Attachment: Bill List 12-8-21 (2021-507 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-21-185-000-209 JACSER JACK A. SERPICO	ZONING BOARD Fees	21-03204	Continued Jack Serpico Invoice 300 First	750.00 1,462.50	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			1,462.50		
	Department Total: ZONING BOARD			1,462.50		
	CAFR Total:			2,741.45		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
1-01-23-220-000-209 NJSHBP NJSHBP	EMPLOYEE GROUP INSURANCE Fees (IN CAP)	21-03257	HEALTH COVERAGE DECEMBER 2021	479,637.57	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			479,637.57		
	Department Total: GROUP INSUR.			479,637.57		
	CAFR Total:			479,637.57		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201 GRAING GRAINGER, INC.	POLICE General Plant	21-02447	water Cooler, wall #61UJ02	1,768.15	0.00	
INSPSY INSTITUTE FOR FORENSIC		21-03132	#16076 11/11/21 Critical	2,800.00	0.00	
AMAZO005 AMAZON.COM SERVICES		21-03172	Ozone Generator and refills	155.80	0.00	
				4,723.95		
1-01-25-240-000-204 RICAUT RICH'S AUTO BODY	POLICE Towing	21-03127	Towed Car From HQ to Sally	20.00	0.00	
1-01-25-240-000-205 SPCA MONMOUTH COUNTY SPCA	POLICE Animal Control Services	21-03140	#2015808 OCTOBER 2021	4,700.00	0.00	
1-01-25-240-000-218 OPTIMUM OPTIMUM	POLICE Contract.Serv.	21-03128	#07866-182313-01-5 11/08-12/07	237.94	0.00	
1-01-25-240-000-222 MONCON MONMOUTH COUNTY	POLICE Training	21-03126	Arrest Search & Seizure Update	125.00	0.00	
	Extd Total: POLICE DEPARTMENT			9,806.89		
	Department Total: POLICE			9,806.89		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201 SEAWEL SEABOARD WELDING SUPPLY, INC.	FIRE DEPT. General Plant	21-02310	BLANKET PO FOR OXYGEN N.T.E.	180.00	0.00	B
GENSAF GEN-EL SAFETY & INDUSTRIAL		21-02455	Quote:33433-02 Sensor	206.15	0.00	
				386.15		
1-01-25-265-000-206 NJFIRE NJ FIRE EQUIPMENT COMPANY	FIRE DEPT. Purchase of Equipment	21-02837	Globe #1201420 FF boots	4,280.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01072 2021 Cloth Allow-Barkalow,J.			263.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01074 2021 Cloth Allow-Britton			385.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01084 2021 Cloth Allow-Dilello,K.			323.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01086 2021 Cloth Allow-Disbrow			360.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01099 2021 Cloth Allow-Marshall			448.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01102 2021 Cloth Allow-Nielsen			58.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01120 2021 Cloth Allow-Dreyer			50.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01121 2021 Cloth Allow-Favaloro			620.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01127 2021 Clothing Allow-McCoy			291.00	0.00	B
				<u>2,798.50</u>		
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
AIRGAS AIR GAS TECHNOLOGIES, INC.	21-01545 Blanket PO Not to Exceed			442.66	0.00	B
WESPES WESTERN PEST SERVICES	21-03148 INV#7198537 NOVEMBER 2021			110.00	0.00	
NOLGAR NOLZE GARAGE DOOR LLC	21-03156 EMERGENCY REPAIR 905 MONROE			659.00	0.00	B
				<u>1,211.66</u>		
1-01-25-265-000-222	FIRE DEPT. Training					
CONFIR CONTINENTAL FIRE & SAFETY,INC.	21-02150 QUOTE #21-2337 AIR BAGS			6,466.60	0.00	
1-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
REVGUA REVENUE GUARD MEDICAL CLAIMS	21-03139 Invoice CHRCM2304 October Fees			4,075.29	0.00	
1-01-25-265-000-261	FIRE DEPT. Software					
JUNLAS JUNGLE LASERS, LLC	21-03146 INV# 59877 11/16-12/15/21			1,000.00	0.00	
1-01-25-265-000-298	FIRE DEPT. Special Operations					
CONFIR CONTINENTAL FIRE & SAFETY,INC.	21-02150 QUOTE #21-2337 AIR BAGS			7,318.55	0.00	
	Extd Total: FIRE DEPARTMENT			27,536.75		
	Department Total: FIRE DEPT.			27,536.75		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
1-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.	21-00299 2021 SERVICES RENDERED BLANKET			3,900.00	0.00	B
	Extd Total: MUNICIPAL PROSECUTOR			3,900.00		
	Department Total: PROSECUTOR			3,900.00		
	CAFR Total:			41,243.64		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
ALLDIE ALLIED DIESEL SERVICE, INC.	21-00320 Service, Supplies and Tools			25.95	0.00	B
SEACHE SEACOAST CHEVROLET OLDS-	21-02591 Automotive Parts and Supplies			325.88	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE	21-02719 Automotive Parts, Tools, etc			1,331.99	0.00	B
FOSCOM FOSTER & COMPANY, INC.	21-02904 Automotive Shop Supplies			346.33	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	21-02942 Various Supplies, Tools, etc			699.00	0.00	B
SEAFOR SEA BREEZE FORD INC.	21-03056 #5141462 Gasket, Bush, etc			1,212.28	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
GPCNA091	GPC-NAPA AUTO PARTS	21-03102	PTO Unit and Core Deposit	2,585.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03152	Automotive Parts, Tools, etc	126.26	0.00	B
SEAWEL	SEABOARD WELDING SUPPLY, INC.	21-03253	#2133713 Oxygen, Compressed	30.00	0.00	
				<u>6,682.69</u>		
1-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
GRAING	GRAINGER, INC.	21-02392	Miscellaneous Hardware	646.06	0.00	B
1-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
OPTIMUM	OPTIMUM	21-03131	#07866-183188-01-1 11/8 - 12/7	31.24	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	21-03238	POST ACCIDENT DRUG & BA TEST	39.00	0.00	
GREGTORO	Greg Toro	21-03239	NJLM Lodging Reimbursement	150.20	0.00	
YVOADA	YVONNE ADAMS	21-03248	NJLM Lodging Reimbursement	186.76	0.00	
				<u>407.20</u>		
			Extd Total: STREETS & ROADS MAINTENANCE	7,735.95		
			Department Total: STREETS & ROAD	7,735.95		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE	Fees				
OHAG	OHAGAN NURSERY COMPOST DIVISIO	21-03019	Vacuum & Raw Leaves, Delivered	997.00	0.00	
MAZMUL	MAZZA MULCH, INC.	21-03048	#402959 Brush/Chips OCT 2021	4,040.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03050	#221524 Trash Fees 10/16-10/31	29,761.73	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03093	#221596 Construction Debris	1,703.46	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	21-03106	#64260 Reclamation Center OCT	3,871.92	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	21-03116	DISPOSAL OF LEAVES BLANKET NTE	870.00	0.00	B
DELDEM	DELISA DEMOLITION, INC.	21-03133	#221783 Construction Debris	1,428.52	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03155	#221887 Trash Fees 11/1-11/15	28,466.90	0.00	
				<u>71,139.53</u>		
			Extd Total: SOLID WASTE COLLECTION	71,139.53		
			Department Total: SOLID WASTE	71,139.53		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
TERPES	THE TERMINIX INTERNATIONAL CO	21-03161	#410280723 7/22 SERVICES	500.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	21-03232	#414321731 Pest Control, etc	242.00	0.00	
				<u>742.00</u>		
			Extd Total: BUILDINGS & GROUNDS	742.00		
			Department Total: BUILDING & GND	742.00		
			CAFR Total:	79,617.48		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-202	SENIOR CENTER	Util. and Service Contr.				
OPTIMUM	OPTIMUM	21-03183	#07866-196932-01-7 11/15-12/14	8.33	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-27-350-000-205 BODYB005 BODY BY BEY	SENIOR CENTER Recreation & Social	21-02727	OCTOBER 2021 SERVICES	375.00	0.00	
	Extd Total: SENIOR CENTER			383.33		
	Department Total: SENIOR CENTER			383.33		
	CAFR Total:			383.33		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU N.J. NATURAL GAS CO.	21-03181 #22-0014-4309-68	10/12-11/10		3,561.31	0.00	
JCPL JCPL	21-03254 #100 145 959 068	10/27-11/24		2,871.02	0.00	
				<u>6,432.33</u>		
	Extd Total: LIGHT,HEAT,POW			6,432.33		
Extd: STREET/TRAFFIC						
1-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	21-03180 #100 013 520 380	10/19-11/17		18,050.68	0.00	
JCPL JCPL	21-03254 #100 145 959 068	10/27-11/24		2,581.16	0.00	
				<u>20,631.84</u>		
	Extd Total: STREET/TRAFFIC			20,631.84		
	Department Total: LIGHTING			27,064.17		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299	TELEPHONE Misc.					
VERIZON VERIZON WIRELESS	21-03137 #342269861-00001	10/5-11/4		2,106.73	0.00	
VERZON VERIZON BUSINESS	21-03176 #152-069-551-0001-78	11/4-12/3		134.99	0.00	
ATLLC AT&T MOBILITY LLC	21-03223 #287284651437	10/12-11/11		2,154.28	0.00	
ATLLC AT&T MOBILITY LLC	21-03224 #287284936037	10/12-11/11		1,046.39	0.00	
MONINT MONMOUTH INTERNET CORPORATION	21-03269 INVOICE #326250-M DEC 2021			3,565.32	0.00	
				<u>9,007.71</u>		
	Extd Total: TELEPHONE			9,007.71		
	Department Total: TELEPHONE			9,007.71		
	CAFR Total:			36,071.88		
Department: BPP-DUE TO BOARD OF ED.						
Extd: BPP-DUE TO BOARD OF ED.						
1-01-42-496-000-299	BPP DUE TO LOCAL SCHOOL DISTRICT					
ASBBOA ASBURY PARK BOARD OF EDUCATION	21-03187 December 2021 School Tax			67,196.00	0.00	
	Extd Total: BPP-DUE TO BOARD OF ED.			67,196.00		
	Department Total: BPP-DUE TO BOARD OF ED.			67,196.00		
	CAFR Total:			67,196.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC COURT Extd: MUNICIPAL COURT						
1-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	21-03234	INV #30521887 DECEMBER 2021	145.00	0.00	
	Extd Total: MUNICIPAL COURT			145.00		
	Department Total: MUNIC COURT			145.00		
Department: PUBLIC DEFEND. Extd: PUBLIC DEFENDER						
1-01-43-495-000-021	Fees					
GREER005	GREER LAW FIRM	21-03006	2021 SERVICES RENDERED BLANKET	1,500.00	0.00	B
	Extd Total: PUBLIC DEFENDER			1,500.00		
	Department Total: PUBLIC DEFEND.			1,500.00		
	CAFR Total:			1,645.00		
CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
1-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	21-03187	December 2021 School Tax	1,007,760.00	0.00	
	Extd Total: TAXES PAYABLE:			1,007,760.00		
	Department Total: TAXES PAYABLE:			1,007,760.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,007,760.00		
	Fund Total: CURRENT			1,780,130.89		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
OPTIMUM	OPTIMUM	21-03185	#07866-197754-01-4 11/15-12/14	157.34	0.00	
1-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	21-03180	#100 013 520 380 10/19-11/17	217.09	0.00	
JCPL	JCPL	21-03254	#100 145 959 068 10/27-11/24	80.98	0.00	
				298.07		
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GLESUP	GLENCO SUPPLY INC.	21-02782	No Swimming Signage 10-7-21	540.00	0.00	
1-05-55-502-000-219	BEACH UTILITY O/E: Vehicle					
ACTION005	ACTION YAMAHA	21-01911	ATV Supplies, Parts & Tools	983.32	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,978.73		
	Department Total: UTILITY OE			1,978.73		
	CAFR Total:			1,978.73		
	Fund Total: BEACH			1,978.73		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
1-06-55-502-000-201	TRANS.UTILITY O/E: General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	21-03249	LED HEAD LIGHTS & BRACKETS	29.25	0.00	
1-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	21-03251	#07866-196915-01-3 11/15-12/14	125.39	0.00	
1-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP	GLESCO SUPPLY INC.	21-03150	Signs Posts and Connectors	3,310.00	0.00	
1-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	21-03109	Universal Card Set Short 11/21	28.61	0.00	
1-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	21-03147	#INV22153 OCTOBER 2021	4,677.30	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				8,170.55		
Department Total: UTILITY OE				8,170.55		
CAFR Total:				8,170.55		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				8,170.55		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
RUDCOR	RUDY CORONA	21-03162	Reimbursement for Sea Isle Ice	39.48	0.00	
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	21-03181	#22-0014-4309-68 10/12-11/10	3,008.59	0.00	
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GARDSTA	GARDEN STATE LABORATORIES, INC.	21-02651	INVOICE #520521 AUGUST 2021	4,230.00	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	21-03105	#6335334 OCOTBER 2021	34,996.50	0.00	
OPTIMUM	OPTIMUM	21-03184	#07866-152521-04-4 11/15-12/14	29.95	0.00	
SECWOR	SECURITY WORLD INC.	21-03211	Emergency Service Labor, etc	495.00	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	21-03238	POST ACCIDENT DRUG & BA TEST	63.00	0.00	
				<u>39,814.45</u>		
1-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	21-03097	INVOICE #519741 OCTOBER 2021	26,507.25	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
JCIJ0005 JCI JONES CHEMICALS, INC.		21-03260	#873578 NOVEMBER 2021	3,155.25	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			72,525.02		
	Department Total: UTILITY OE			72,525.02		
	CAFR Total:			72,525.02		
	Fund Total: SEWER UTILITY: BUDGET:			72,525.02		
	Year Total:			1,862,805.19		
Fund:	GRANT FUND BUDGET:					
G-02-43-907-019-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		19-03515	Medication for Clients 2019-20	61.00	0.00	B
	Extd Total:			61.00		
	Department Total:			61.00		
G-02-43-951-021-200	Body Worn Cameras Grant					
WIRCOM WIRELESS COMMUNICATIONS &		21-02858	SOFTWARE LICENSE FOR BWC	9,350.00	0.00	
	Extd Total:			9,350.00		
	Department Total:			9,350.00		
	CAFR Total:			9,411.00		
	Fund Total: GRANT FUND BUDGET:			9,411.00		
	Year Total:			9,411.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
CLACAN CLARKE CATON HINTZ PC		21-03157	CCH PB/ZB Invoices 10/21	1,195.00	0.00	
	Extd Total:			1,195.00		
	Department Total:			1,195.00		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
JACSER JACK A. SERPICO		21-03145	Serpico PB Invoice 10/21	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
Department:	CAP. IMP. FUND					
T-21-00-511-000-299	1405 4TH AVENUE(1405 4TH,LLC)					
JACSER JACK A. SERPICO		21-03225	serpico inv# PB 21-05-e-1405	37.50	0.00	
	Extd Total:			37.50		
	Department Total: CAP. IMP. FUND			37.50		

Attachment: Bill List 12-8-21 (2021-507 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-529-000-299 JACSER JACK A. SERPICO	1207 PINE STREET(3 SUNSET DRIVE, LLC)	21-03145	Serpico PB Invoice 10/21	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-530-000-299 JACSER JACK A. SERPICO	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)	21-03145	Serpico PB Invoice 10/21	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
Department: DEFICIT PY						
T-21-00-532-000-299 JACSER JACK A. SERPICO	1117 SUNSET AVENUE(MARISE BEAUVIL)	21-03135	Serpico PB/ZB Invoices 10/21	112.50	0.00	
CLACAN CLARKE CATON HINTZ PC		21-03157	CCH PB/ZB Invoices 10/21	<u>1,331.35</u>	0.00	
				1,443.85		
	Extd Total:			1,443.85		
	Department Total:		DEFICIT PY	1,443.85		
T-21-00-534-000-299 JACSER JACK A. SERPICO	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)	21-03145	Serpico PB Invoice 10/21	225.00	0.00	
CLACAN CLARKE CATON HINTZ PC		21-03157	CCH PB/ZB Invoices 10/21	<u>1,573.98</u>	0.00	
				1,798.98		
	Extd Total:			1,798.98		
	Department Total:			1,798.98		
T-21-00-537-000-299 JACSER JACK A. SERPICO	830 DUNLEWY STREET(JUSTIN B. NEDEN)	21-03135	Serpico PB/ZB Invoices 10/21	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
	CAFR Total:		PLANNING & ZONING ESCROW FUND BUDGET:	5,225.33		
	Fund Total:		PLANNING & ZONING ESCROW FUND BUDGET:	5,225.33		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-826 MARFAL MARAZITI FALCON, LLP	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)	21-03117	Professional Services Rendered	390.00	0.00	
T-48-56-850-000-837 MARFAL MARAZITI FALCON, LLP	BONDABLE/INFRASTRUCTURE(ISTAR/ASB.PART.)	21-03117	Professional Services Rendered	3,737.50	0.00	
	Extd Total:			4,127.50		
	Department Total:			4,127.50		
	CAFR Total:			4,127.50		
	Fund Total:		CITY OF ASBURY PARK REDEVELOPMENT ESCROW	4,127.50		
	Year Total:			9,352.83		

Attachment: Bill List 12-8-21 (2021-507 : Payment of Bills)

December 2, 2021
09:03 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.2.a

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Total Charged Lines: 262		Total List Amount: 1,881,969.02		Total Void Amount: 0.00		

Attachment: Bill List 12-8-21 (2021-507 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	400.00	0.00	0.00	400.00
CURRENT	1-01	1,780,130.89	0.00	0.00	1,780,130.89
BEACH	1-05	1,978.73	0.00	0.00	1,978.73
TRANSPORTATION UTILITY: BUDGET:	1-06	8,170.55	0.00	0.00	8,170.55
SEWER UTILITY: BUDGET:	1-07	72,525.02	0.00	0.00	72,525.02
Year Total:		1,862,805.19	0.00	0.00	1,862,805.19
GRANT FUND BUDGET:	G-02	9,411.00	0.00	0.00	9,411.00
PLANNING & ZONING ESCROW FUND BUDGET: T-21		5,225.33	0.00	0.00	5,225.33
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		4,127.50	0.00	0.00	4,127.50
Year Total:		9,352.83	0.00	0.00	9,352.83
Total of All Funds:		1,881,969.02	0.00	0.00	1,881,969.02

December 8, 2021 Council Meeting

Balance Brought Forward from Total List Amount	\$ 1,881,969.02
Cape May County Municipal Utilities Authority (PO 21-03168)	\$ 1.00
	<u>\$ 1,881,970.02</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-508

Add 2021 American Rescue Plan for Sewer Repairs \$86,372.62



RESOLUTION NO. 2021-508

**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 2021 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 2021 in the sum of \$86,372.62. Which is now available from the American Rescue Plan.

BE IT FURTHER RESOLVED, that a like sum of \$86,372.62 hereby appropriated under the following caption:

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

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, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2021-508 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-509

Resolution authorizing an award to Monmouth County SPCA for Animal Control Services for 1/1/22 through 12/31/23. Only one bid was received on 11/30/21 from MC SPCA with an annually rate of \$56,400.00 (\$4,700 per month). There is no change in the fees from the previous two years.



RESOLUTION NO. 2021-509

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

AUTHORIZING AWARD TO MONMOUTH COUNTY SPCA FOR ANIMAL CONTROL SERVICES

WHEREAS, on November 30, 2021 the Purchasing Agent accepted a sole proposal, Request for Proposal (RFP), for providing the City of Asbury Park Animal Control Services for January 1, 2022 through December 31, 2023; and

WHEREAS, Monmouth County SPCA was the sole respondent and their RFP response has been deemed complete by the Purchasing Agent:

WHEREAS, Monmouth County SPCA, is recommended to be awarded the base bid in the amount of \$56,400.00 and the additional fees as outlined in the RFP and responses provided; and

WHEREAS, a copy of the SPCA's response shall be attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account Number 2-01-25-240-000-205 upon the adoption of the official budget; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for Animal Control Services to Monmouth County SPCA at a base bid of \$56,400.00 and the additional prices as quoted in the attached proposal.

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

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

RESOLUTION NO. 2021-509 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 8th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

City of Asbury Park
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Proposal Form	✓
☒	Ethics Statement Provided on Letterhead	✓
☒	Acknowledgment of Receipt of Addenda	✓
☒	Mandatory Affirmative Action Language	✓
☒	New Jersey Anti-Discrimination	✓
☒	Americans with Disabilities Act of 1990 Language	✓
☒	Stockholder Disclosure Certification Statement of Ownership	✓
☒	Proof of Business Registration	✓
☒	Disclosure of Investment Activities in Iran	✓
☒	Non-Collusion Affidavit	✓
☒	Election Contributions Disclosure Form Acknowledgment	✓
☒	W9 Form	✓

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



MONMOUTH COUNTY

SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

260 WALL STREET, EATONTOWN, NEW JERSEY

732-542-0040



November 8, 2021

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Ref: Ethics Violation Statement- Animal Control Bid 2022-2023

To Whom It May Concern,

Please be advised that as of the date of this letter there are **NO** ethics violations against the Monmouth County SPCA.



Ross Licitra
Executive Director

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

MONMOUTH COUNTY
MCSPCA
SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS
LAW ENFORCEMENT DIVISION
260 WALL STREET, EATONTOWN, NEW JERSEY 07724
732-542-0040
FAX: 732-542-4552

THIS AGREEMENT, made this _____ day of _____ by _____ and _____ between the **MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a non-profit, charitable organization under State and Federal laws, having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA" and the City of Asbury Park, a municipal corporation of the State of New Jersey, having principal offices at 1 Municipal Plaza, Asbury Park NJ 07712, hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January, 2022 and ending on the 31st day of December, 2023.

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated bellow. Services are defined as the rescue, custody and care of injured animals, trapped animals, sick animals, animals whose lives are

endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cat colonies and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in the contract.

2. The Municipality will pay the MCSPCA the sum of \$56,400.00 annually and said sum to be prorated on a monthly basis of \$4,700.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the MCSPCA any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the MCSPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the MCSPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animals laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the MCSPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed y the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the MCSPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.

11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls, however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond.
12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses, however the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the MCSPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressly seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressly agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.
17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY:  11/8/21

Ross Licitra
Executive Director

***MUNICIPALITY* City of Asbury Park**

BY: _____

ATTEST

PROPOSAL FORM**CITY OF ASBURY PARK, NEW JERSEY
ANIMAL CONTROL SERVICES****January 1, 2022 through December 31, 2023**

MONMOUTH COUNTY SPCA

260 WALL STREET

EATONTOWN, NJ 07724 (732) 542-0040 CHIEF@MONMOUTHCOUNTYSPCA.ORG

LUMP SUM

Please include a lump sum for the following years:

2022: \$ 56,400⁰⁰2023: \$ 56,400⁰⁰**PROOF OF OWNERSHIP & RETRIEVING OF AN IMPOUNDED ANIMAL DURING BUSINESS HOURS**

Upon proof of ownership, please provide the cost of an owner to redeem their animal:

2022: \$ NO COST - EXCEPT IF MEDICAL TREATMENT IS NEEDED2023: \$ NO COST - EXCEPT IF MEDICAL TREATMENT IS NEEDED**BOARDING**

Please include a daily boarding fee after the seven (7) day period has passed:

2022: \$ NO COST2023: \$ NO COST**BOARDING**

Please include a daily boarding fee after ownership has been determined but animal has not been released to owner:

2022: \$ 20⁰⁰2023: \$ 20⁰⁰

BOARDING MUNICIPAL RATE

Please include a daily boarding rate in the event of Court Order, at the request of the City:

2022: \$ NO COST

2023: \$ NO COST

MISCELLANEOUS REMOVAL

Please include an hourly rate for the following years:

Standard business hours:

2022: \$ 90⁰⁰

2023: \$ 90⁰⁰

Nonstandard business hours:

2022: \$ 118⁰⁰

2023: \$ 118⁰⁰

TRAP RENTAL

Please provide a price for trap rental. If you have varying rates, please add additional space.

Deposit/daily rate:

2022: \$ N/A

2023: \$ N/A


 Ross Linder
 EXECUTIVE DIRECTOR
 MONMOUTH COUNTY SPCA

ATTACHMENT III

Acknowledgement of Receipt of Addenda

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

City of Asbury Park

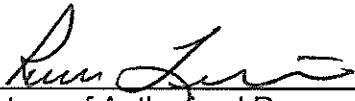
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☒

Acknowledged for: MONMOUTH COUNTY SPCA
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: ROSS LICINA
(Print or Type)

Title: EXECUTIVE DIRECTOR.

Date: 11/8/21

ATTACHMENT IV

Affirmative Action Compliance

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

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.


MONMOUTH COUNTY SPCA

ROSS LICARIA
EXECUTIVE DIRECTOR

11/8/21

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: MONMOUTH COUNTY SPCA

SIGNATURE: 

PRINT NAME: ROSS LICINA

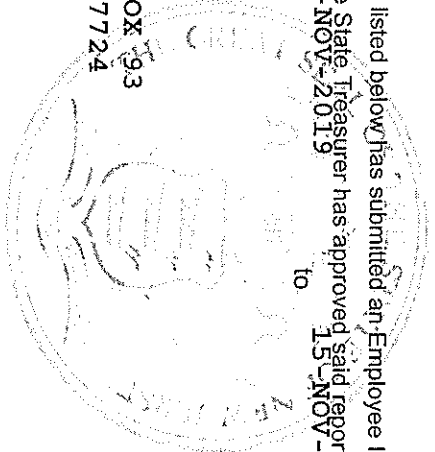
TITLE: EXECUTIVE DIRECTOR

DATE: 11/8/21

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2019** to **15-NOV-2022**

MONMOUTH COUNTY SPCA
260 WALL STREET, P.O. BOX 93
EATONTOWN NJ 07724



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

**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.).


ROSS LICINA
EXECUTIVE DIRECTOR
MONMOUTH COUNTY SPCA

11/8/21

ATTACHMENT VI

Americans with Disabilities Act of 1990

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

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.


 ROSS LICITERA
 EXECUTIVE DIRECTOR
 MONMOUTH COUNTY SPCA 11/8/21

ATTACHMENT VII

Stockholders Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
 This Statement Shall Be Included with Bid Submission

Name of Business: MONMOUTH COUNTY SPCA

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •
- OR**
- ☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation ☒ Non-Profit

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

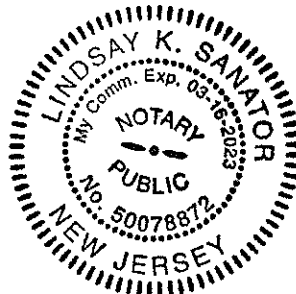
Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 8 day of
November, 21.

(Notary Public)
Lindsay K. Sanator
 My Commission expires:
3/16/23



Ross Licina-Lene
 (Affiant)

ROSS LICINA-LENE DIRECTOR
 (Print name & title of affiant)

(Corporate Seal)

ATTACHMENT VIII

Proof of Business Registration

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

Department of Treasury - Division of Revenue, On-Line Inquiry

Page 1 of 1

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

MONMOUTH COUNTY S.P.C.A.

Trade Name:

Address:

260 WALL ST
EATONTOWN, NJ 07724

Certificate Number:

0581216

Date of Issuance:

January 05, 2006

For Office Use Only:

20060105132427557

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

ATTACHMENT IX

Disclosure of Investment Activities in Iran

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

Disclosure of Investment Activities in Iran

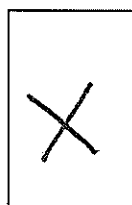
Bidder Name: MONMOUTH COUNTY SPCA

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. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

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): ROSS LUCIA

Title: EXECUTIVE DIRECTOR

Signature: *[Handwritten Signature]*

Date: 11/8/21

ATTACHMENT X

Election Contributions Disclosure Notification Form

Attachment: MCSPCA - Proposal Received (2021-509 : Authorizing award to Monmouth County SPCA for Animal Control Services)

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.

MONMOUTH COUNTY SPCA

ROSS LICHTA - EXECUTIVE DIRECTOR

Vendor's Representative
Signature of Acknowledgement



11/8/21

Date of Acknowledgement

Request for Taxpayer Identification Number and Certification

► Go to 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.

Monmouth County SPCA

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) ► **Nonprofit corporation 501c3**

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

Exempt payee code (if any) _____

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.

260 Wall Street

6 City, state, and ZIP code

Eatontown NJ 07724

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

2 1 - 0 6 7 9 8 9 3

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 ►

[Signature]

Date ►

11/8/21

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.

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 XI

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of MONMOUTH

ss:

I, ROSS LICITRIA residing in
MORGANVILLE (name of municipality)
in the County of MONMOUTH and State of
NEW JERSEY of full age, being duly sworn according to law on my oath depose
and say that:

I am EXECUTIVE DIRECTOR of the firm of
(Title or position) (Name of firm)

MONMOUTH COUNTY SPCA the bidder making this Proposal for the bid
entitled ANIMAL CONTROL, 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 ASPBURY PARK relies upon the truth of the statements
contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by
MONMOUTH COUNTY SPCA.

Subscribed and sworn to

before me this day 8

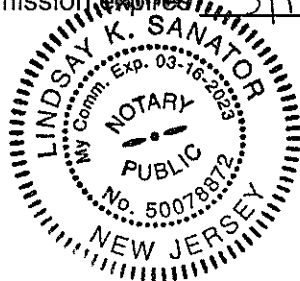
Ross Licitria
Signature

November 21
Lindsay Sanator
(Type or print name of affiant under signature)

Notary public of New Jersey

My Commission expires 3/16/23

(Seal)





Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-510

Resolution awarding a contract to Millennium Communications Group for fiber repairs at Bond Street totaling \$39,470.00 utilizing Transportation funds under NJ State Contract pricing.



RESOLUTION NO. 2021-510

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

RESOLUTION AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR FIBER REPAIR AT BOND STREET

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for fiber repair at Bond Street and

WHEREAS, price of the project is \$39,470.00 and is attached to this Resolution; and

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in account # 1-06-55-502-000-222 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$39,470.00 for fiber repairs at the Bond Street.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-510 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 8th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



One Point of Contact. Endless Possibilities.

11 Melanie Ln Suite 13
East Hanover, NJ 07936
973-929-2567
gdaly@matrixdg.com

Bill To:
Joe Dellaragione
City of Asbury Park

Quotation

DATE November 18, 2021
Quotation # 21086
Customer ID
NJ State Contract / #T2989 / #88740

Quotation valid until:
Prepared by: Greg Daly

Fiber Backbone Repair - Bond St

Comments or special instructions:

Quoted at regular business hours. Nights and Weekends will require a change order.

Description	AMOUNT
MCG will run 288ct SM FOC over existing 216ct FOC. This will eliminate the multiple compromised damaged areas along this path. MCG is taking this approach because there are already 3 splice points in a 2,000 run and adding more would be compromising to the fiber signal along while adding additional points of potential failure. If we continue to patch in this run we would have to add multiple splice points. MCG will splice the new fiber to the existing at the intersections of Bond / 2nd and Bond / Sunset. MCG will also splice in the fiber lateral at the intersection of Bond / 5th. In order to prevent any future rodent damage MCG will also install "Squirrel Guard" in areas that cables run through trees. MCG will also leave slack coils on each side of the ring cut for ease of repair in the future, if needed.	
Labor / Equipment	\$19,160.00
Materials	\$15,470.00
Traffic Control	\$4,840.00
TOTAL	\$ 39,470.00

THANK YOU FOR YOUR BUSINESS!

Attachment: MILLENNIUM FIBER REPAIR BOND STREET (2021-510 : Awarding of a contract to Millennium Communications Group for Fiber



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-511

Resolution awarding a contract with Fences by Dente for new fencing at Wesley Lake Spillway (East End) totaling \$6,600.00 utilizing Streets & Roads O&E Funds. Six (6) vendors were contacted for a quote and Fences by Dente was the lowest quote received.



RESOLUTION NO. 2021-511

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

RESOLUTION AWARDING A CONTRACT TO FENCES BY DENTE FOR NEW FENCING AT WESLEY LAKE SPILLWAY, EAST END

WHEREAS, the City has a need for the installation of new fencing at Wesley Lake Spillway, East End; and

WHEREAS, the City has solicited quotes from the following six vendors: Fencing by Dente, Taylor Fencing Company, Bristol Fence, E&H Fence, Specialized Fence LLC and J Fence; and

WHEREAS, the City of Asbury Park is desirous of authorizing the City Manager to execute a contract for Fences by Dente in the amount of \$6,600.00 for the installation of new fencing at Wesley Lake Spillway; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-26-290-000-219 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizing the City Manager to execute a contract to Fences by Dente in the amount of \$6,600.00.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-511 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 8th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

FENCES BY DENTE, INC.

108 DRUMMOND AVE.
P. O. BOX 906
NEPTUNE, NJ 07754



Ph: 732-775-3737 Fax: 732-776-9389

6 or 12 MONTHS - 0% INTEREST

Financing available to qualified customers
on all Installation Contracts. Monthly payments required.
Financing through Mariner Finance.

ASBURY PARK PUBLIC WORKS
ATTN: ROBERT BIANCHINI
9 MAIN STREET
ASBURY PARK, NJ 07712

Estimate

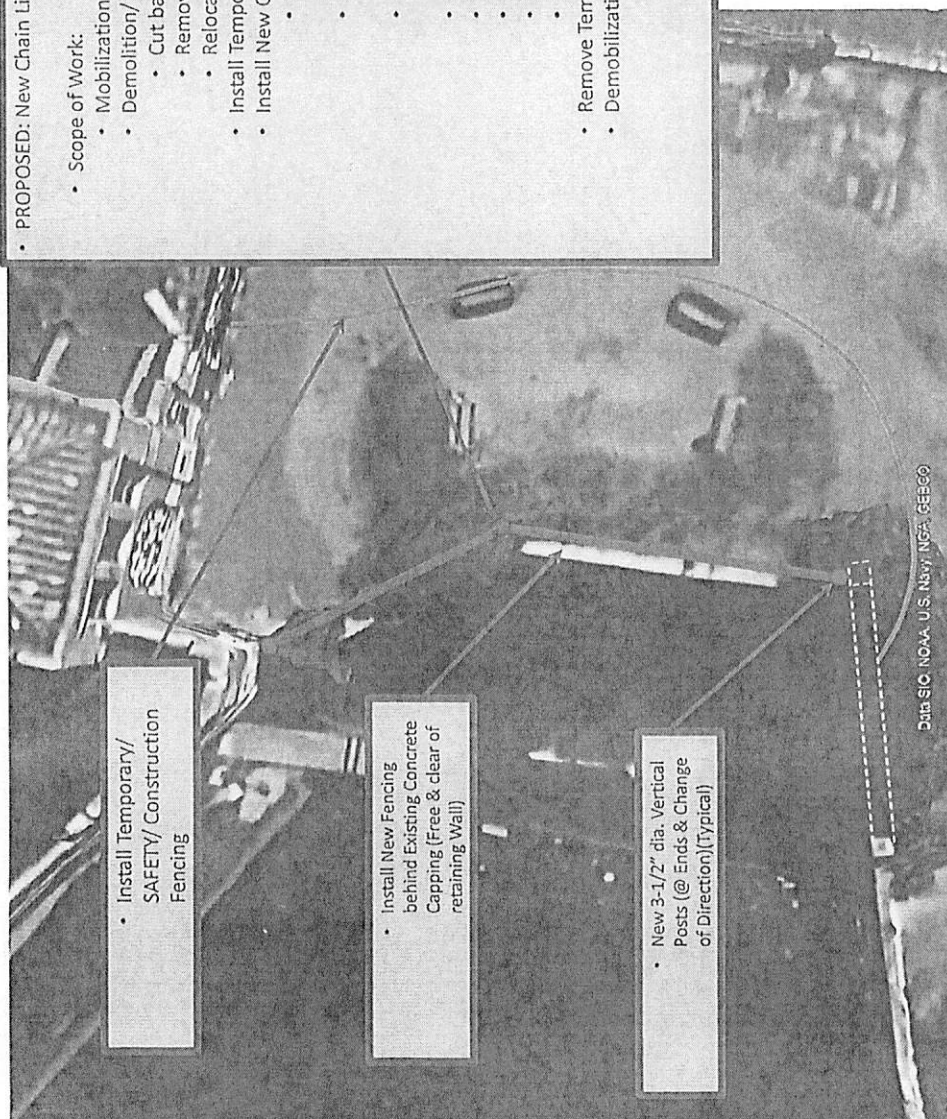
Date	Estimate #
11/15/2021	7285

Job Site	Rep	P.O. No.	Terms
P: 732-312-7579 robert.bianchini@cityofasburypark.com	EJD		Deposit/Bal on Completion
Description	Qty	Rate	Total
SUPPLY AND INSTALL APPROXIMATELY 76FT OF 6FT HIGH ALL BLACK SYSTEM COMMERCIAL GRADE CHAIN LINK FENCE. THE FENCING WILL HAVE STANDARD 2" X 9GA X 6FT WIRE, 1-5/8" TOP & BOTTOM RAIL, 2" LINE POSTS, AND 2-1/2" TERMINAL POSTS. TOTAL COST: \$6,600.00 ALL FENCE LINES WILL BE AS DISCUSSED AND A DRAWING WITH FOOTAGE WILL BE SUPPLIED UPON SIGNING OF CONTRACT. THE CUSTOMER MUST SUPPLY A COPY OF THE PROPERTY SURVEY PRIOR TO INSTALLATION. MATERIAL IS SPECIAL ORDER AND A 75% DEPOSIT IS REQUIRED. WE CAN PROCEED WITH INSTALL WITHIN 2-3 WEEKS AFTER RECEIVING A DEPOSIT, WEATHER PERMITTING. CUSTOMER TO OBTAIN ANY PERMITS. DUE TO THE CURRENT VOLATILE MARKET, ANY MATERIAL PRICE INCREASES FROM THE MANUFACTURER WILL BE PASSED ON TO THE CUSTOMER. WE ARE UNABLE TO HOLD PRICING. PLEASE CONTACT MY OFFICE WITH ANY FURTHER QUESTIONS. THANK YOU, GENE DENTE	1	6,600.00	6,600.00
NJ CONTRACTOR REG. #13VH00629700	Sales Tax (6.625%)		\$0.00
ALL PRICES ARE VALID FOR THIRTY DAYS. ESTIMATE IS BASED ON A FLAT & ACCESSIBLE SITE, NO JACK HAMMERING, CUTTING OR CLEARING OF TREES OR VEGETATION. PRICES DO NOT INCLUDE THE REMOVAL OF SOIL FROM DIGGING THE POST HOLES. THE SOIL CAN BE DISPERSED AROUND THE PROPERTY AT NO CHARGE OR ADD \$15.00 PER POST HOLE FOR REMOVAL.			Total \$6,600.00
E-mail		Website	
info@fencesbydente.com		Website: www.fencesbydente.com	

Attachment: WESLEY LAKE FENCING QUOTES (2021-511 : Awarding of a contract to Fences by Dente for new fencing at Wesley Lake

Asbury Park- Wesley Lake- Spillway Fencing

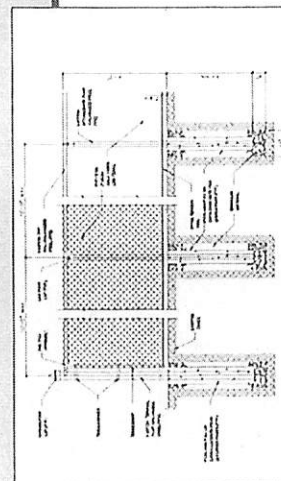
Install New Chain Link Fencing along East End of Wesley Lake/ Upper Section (Shared Services with Ocean City)



• PROPOSED: New Chain Link Fencing (Black/ Plastic Coated/ 6' in Height) [~60 LF in Total]

• Scope of Work:

- Mobilization
- Demolition/ Prep
 - Cut back Vegetation (As required)
 - Remove Old fencing [~30 LF]
 - Relocate Bicycle Racks [~50 LF]
- Install Temporary/ SAFETY/ Construction Fencing
- Install New Chain Link Fencing (Black/ Plastic Coated/ 6' in Height). Include:
 - 8" dia. x 48" Deep Concrete Footings
 - (Drilled/ @5' o.c./ with 3,500 psi Concrete)
 - End Posts with Caps (& Change in Direction)
 - 3-1/2" dia. [3 required]
 - Intermediate Posts with Eye Caps & End Rail Assembly
 - 2-1/2" dia. (embedded in Concrete @ 5' o.c.)
 - Top Rail (1-3/4" dia.)
 - Bottom Rail (1-3/4" dia.)
 - Chain Link Fence (2" Mesh/ 6' high)
 - 3 Tension Bands (Upper, Mid & Lower) & Tension Bars (Typical, throughout)
 - Miscellaneous: Wire Ties as required
- Remove Temporary/ SAFETY/ Construction Fencing
- Demobilization/ Clean Up.



Fence Detail (See Spec Information, above)

City of Asbury Park
Bid Log



1	2	3	4	5	5
Name	Dente Fence	Bristol Fence	E&H Fence	Specialized Fence LLC	J Fence
Address	105 Drummond Avenue		50 Steiner Ave	209 Myrtle Avenue	
City	Neptune, NJ 07753		Neptune, NJ 07753	Neptune, NJ 07753	Jackson, NJ
Contact	Gene Dente	[[Robert Reum itel]]			Jeff
Website	Home - Taylor Fence Co. (taylorfence.com)	Excerpt by Dente - The Best Fence Installation Company in Monmouth County	Excerpt by Dente - The Best Fence Installation Company in Monmouth County	http://www.specializedfence.com/	
email	info@taylorfence.com	info@bristolfence.com	info@ehfence.com	info@specializedfence.com	
Phone	(732) 747-5498	(732) 775-2485	(732) 637-7857	(732) 991-6263	(848) 333-9124
Fax	(732) 938-5670				
Notes:	Send Computer File thru their "Contact Us" Page	Left Message on Cell Phone (8/31/21)			[[Jeff did the Sewer Plant's Fence (for Senior Tower)]]

New Fencing @ Wesley Lake Spillway (East End)

Item(s) in Scope of Work	\$				
1 Install New 8" Chain Link Fence (Black Coated) / Vc	6,600.00				
2 Status:	emailed RFP on 8/31/21 (Due by Friday, 9/10/21)	emailed RFP on 9/1/21 (Due by Friday, 9/10/21)	emailed RFP on 8/31/21 (Due by Friday, 9/10/21)	emailed RFP on 8/31/21 (Due by Friday, 9/10/21)	
3 Final Status	9/14/21 - Taylor sent an email to pull themselves from the bidding process (due to scope of work, Unusual Specs & Prevailing wages)	AWARD - 11/23/21	DECLINED	No Response	Elected to NOT Bid because it is too big for him
4					
5					
6					
7					
8					
9					
9					
10					
Totals F	\$	\$	\$	\$	\$

Robert Bianchini

From: Robert Razminas <bristolfence@gmail.com>
Sent: Tuesday, November 23, 2021 10:00 AM
To: Robert Bianchini
Subject: [EXTERNAL] Fence Proposal Wesley Lake

To Whom It May Concern,

I would like to thank you for considering my company for your Fencing needs regarding the Wesley Lake project. Unfortunately we are not accepting any new additional work for the remaining 2021 calendar year. We wish you great success in hiring the right company and ask you that you would consider us in the future for any additional needs of Fencing project's. Thank you for your understanding in this matter,

Truly,

Robert Razminas
 T/A Bristol Fence Co A. P. N.J.

CA/100

Bristol Fence

732-775-2485

Tracy Lou

732-938-4355

Attachment: WESLEY LAKE FENCING QUOTES (2021-511 : Awarding of a contract to Fences by Dente for new fencing at Wesley Lake



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-512

Resolution authorizing the amendment of a server needed for the IAPro software at the Police Department. Resolution #2021-501 was approved in the amount of \$8,628.63 and the revised quote is for \$8,784.83 an increase in the amount of \$156.20.



RESOLUTION NO. 2021-512

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

RESOLUTION AMENDING THE PURCHASE OF A SERVER NEEDED FOR THE IAPRO SOFTWARE AT THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park adopted Resolution #2021-501 on November 25, 2021 for the purchase of a server needed for the IAPro software at the Police Department from Dell Marketing, LP totaling \$8,628.63; and

WHEREAS, the City of Asbury Park received a revised quote from Dell Marketing, LP with the price of the contract totaling \$8,784.83 and is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account #C-04-55-998-182-004 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the amendment of a contract to Dell Marketing, in the amount of \$8,784.83 for the purchase of a server needed for the IAPro Software at the Police Department and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-512 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 8th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



Savings	\$3,588.17
Subtotal (1)	\$8,784.83
Estimated Shipping	\$0.00
Total	\$8,784.83

Details

Police Department Server
Quote number # 3000106253260
Created November 24, 2021
Expires December 24, 2021
Created by
Joe.Dellaragione@cityofasburypark.com

Customer details

Billing

Order contact
Joe Dellaragione
City of Asbury Park
Dell Contract Code:
C000000005003
Customer agreement number:
M0483/19TELE00656
Phone number: (732) 775-2100
Additional::
Joe.Dellaragione@cityofasburypark.com

Billing information
JOE DELLARAGIONE
CITY OF ASBURY PARK
1 MUNICIPAL PLAZA, ASBURY
PARK, NJ, 07712-0000
Customer number: 4593011
Phone number: (908) 775-2100
Additional::
MCALLAHAN@ASBURY PARKLIBRARY.ORG

Tax exemption
I am tax exempt

Shipping

Shipping information
Joe Dellaragione
City of Asbury Park
1 MUNICIPAL PLZ, ASBURY PARK,
NJ, 07712
Phone number: (732) 775-2100
Additional::
Joe.Dellaragione@cityofasburypark.com

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items

Quantity

Unit Price

Item total

PowerEdge R540 Fully Configurable

1

\$12,373.00

\$12,373.00

Discounted unit price: \$8,784.83

Estimated Ship Date

December 16, 2021 - December 20, 2021

Premier discount

-\$3,588.17

Catalog Number: 84 / pe_r540_12425

Category	Description	Code	SKU	ID
PowerEdge R540	PowerEdge R540 Server	R540	[210-ALZH]	1
Motherboard	PowerEdge R540 MLK Motherboard, V2	GGIMN7H	[329-BFBK]	1536
Trusted Platform Module (TPM)	Trusted Platform Module 2.0	5098754	[461-AAEM]	1574
Chassis Configuration	3.5" Chassis with up to 8 Hot Plug Hard Drives, PERC/HBA11	G0169BV	[321-BHDO] [405-AAOM]	1530
Shipping	PowerEdge R540 Shipping	DSHIP	[340-BSID]	1500
Shipping Material	PowerEdge R540 Shipping Material, V2	GESFV7T	[340-COSN]	1690
Regulatory	PowerEdge R540 CCC and BIS Marking, No CE Marking	GAEM2Q8	[389-DSXE]	1507

Category	Description	Code	SKU	ID
Processor	Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400	G5V29W0	[338-BSDL]	1550
Additional Processor	Intel® Xeon® Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400	G2ALB8Z	[338-BSDL] [379-BDCO]	1551
Processor Thermal Configuration	Heat Sink already included	T1XFHRS	[555-BBNG]	1697
Memory DIMM Type and Speed	3200MT/s RDIMMs	GR3CFNV	[370-AEVR]	1561
Memory Configuration Type	Performance Optimized	PEOPT	[370-AAIP]	1562
Memory Capacity	(4) 16GB RDIMM, 3200MT/s, Dual Rank	GQ3BS0I	[370-AEVQ]	1560
RAID Configuration	C4, RAID 5 for 3 or more HDDs or SSDs (Matching Type/Speed/Capacity)	5098873	[780-BCDP]	1540
RAID/Internal Storage Controllers	PERC H750 Adapter, Low Profile	GHDWC3K	[405-ABCC]	1541
Hard Drives	(3) 480GB SSD SATA Read Intensive 6 Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 1 DWPD,	G48QICJ	[400-AXRJ]	1570
Operating System	No Operating System	NOOS	[619-ABVR]	1650
OS Media Kits	No Media Required	NOMED	[421-5736]	1652
Embedded Systems Management	iDRAC9 Basic	5103856	[385-BBLD]	1520
Group Manager	iDRAC Group Manager, Disabled	5100926	[379-BCQY]	1692
Password	iDRAC, Factory Generated Password	5101343	[379-BCSF]	1693
PCIe Riser	3xLP2 CPU No Riser	5107847	[330-BBIT]	1510
Additional Network Cards	On-Board Broadcom 5720 Dual Port 1Gb LCM	OBNIC	[542-BBBP]	1514
Internal Optical Drive	No Internal Optical Drive for 8 HDD Chassis	NODVD	[429-AAQN]	1600
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 495W	5106406	[450-AGRE]	1620
Power Cords	(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	125V10	[450-AALV]	1621
Bezel	PowerEdge 2U Standard Bezel	5103715	[325-BCHU] [350-BBLI]	1532
Quick Sync 2 (At-the-box mgmt)	No Quick Sync	5105236	[350-BBKU]	1695
Power Management BIOS Settings	Performance BIOS Setting	HPBIOS	[384-BBBL]	1533
Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition	UEFIB	[800-BBDM]	1534

Category	Description	Code	SKU	ID
Rack Rails	ReadyRails™ Sliding Rails Without Cable Management Arm	RNOCMA	[770-B8BQ]	1610
System Documentation	No Systems Documentation, No Open Manage DVD Kit	NODOCS	[631-AACK]	1590
Shipping Information	US No Canada Ship Charge	USNONE	[332-1286]	111
Dell Services: Hardware Support	5 Years ProSupport with Next Business Day Onsite Service	PN5	[815-4328] [815-4374] [815-4388] [989-3439]	29
Deployment Services	No Installation	NOINSTL	[900-9997]	714

Item total: \$8,784.83

Savings: \$3,588.17

Subtotal (1): \$8,784.83

Savings \$3,588.17

Subtotal (1) \$8,784.83

Estimated Shipping \$0.00

Total \$8,784.83

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Order Status

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Dell Contacts

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Address Book

Support by Topic

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¹Subject to applicable law and regulations. ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-513

Resolution authorizing the replacement of two new Variable Frequency Drives (VFD) in the odor control system at the sewer plant from Rapid Pump and Meter Service totaling \$27,752.62 off of the Passaic Valley Sewerage Commission Co-op utilizing funds from Sewer O&E.



RESOLUTION NO. 2021-513

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

RESOLUTION AUTHORIZING THE REPLACEMENT OF TWO NEW VFD UNITS IN THE ODOR CONTROL SYSTEM AT THE SEWER PLANT

WHEREAS, the City has a need to replace two Variable Frequency Drives (VFD) in the odor control system at the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Rapid Pump & Meter Service Co., Inc. totaling \$27,752.62 from the Passaic Valley Sewerage Commission (PVSC) Co-Op Contract #B-295-8, in which the City is a member of; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to Rapid Pump & Meter Service Co., Inc. in the amount of \$27,752.62; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 1-07-205-55-000-001. The maximum dollar value of the pending contract is as set forth in the resolution.

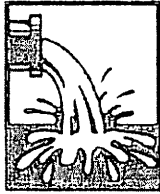
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of two new VFD in the amount of \$27,752.62 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-513 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 8th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

Rapid Pump & Meter Service Co., Inc.



November 19, 2021

Mr. Ed Mikla-
Superintendent
Asbury Park WWTP
1700 Kingsley Street
Asbury Park, NJ

Reference: **Furnish and Install two (2) new VFD in new location
Per PVSC Contract B-295-8**

Dear Mr. Mikla,

Rapid Pump & Meter Co., Inc., hereby submits the following proposal for your review and approval.

The scope of work shall be as follows for both Drives:

1. Furnish labor and equipment to perform lock-out/tag-out System for first (1st) Drive.
2. Furnish labor and equipment to remove the obsolete VFD from the system.
3. Furnish the labor, materials and equipment to drill thru the wall for relocation of electrical supply.
4. Furnish the labor, materials and equipment to mount new Cutler Hammer Panel in new location.
5. Furnish labor, materials and equipment to make any necessary electrical connections as required by the new style VFD Drive.
6. Furnish labor, material and equipment to program the new Cutler Hammer Drive.
7. Furnish the labor, materials and equipment to test System for proper operation after installation.
8. We will repeat the procedure for the Second (2ND) Drive.

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 & METER SERVICE QUOTE FOR VFD AT THE SEWER PLANT (2021-513 : Authorizing the replacement of two new

Asbury Park WWTP

November 19, 2021

Page Two

The cost for the above scope of work shall be..... \$28,319.00 for both drives installed.

❖ The CO-OP allows you a 2% discount on the Drive components only, as a courtesy we will discount the material and labor 2% for a new price\$27,752.62

PLEASE NOTE: 1. All work shall be performed in a workmanlike manner and with quality materials.

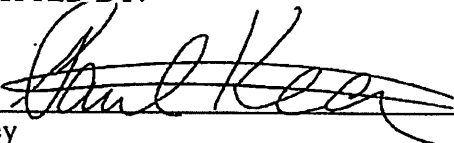
2. Only those parts and labor listed in the above proposal are included in this price. Should other parts or labor be required, there will be an additional cost based on owner's approval.
3. All work will be done during normal working hours of 7:30 AM to 4 PM Monday through Friday.

All work is quoted on a straight time basis. If overtime is required, this would be at additional cost. 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:

 L.S. Date November 19, 2021 Paul
Kearney
Director Sales and Marketing
Rapid Pump and Meter Service CO. INC

ACCEPTED BY:

____ L.S. Date _____

Title

For Asbury Park WWTP
PK/VP (Furnish and Install two (2) new VFD)

Attachment: RAPID PUMP & METER SERVICE QUOTE FOR VFD AT THE SEWER PLANT (2021-513 : Authorizing the replacement of two new



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-514

Resolution authorizing the purchase of a new Influent Pump needed at the Sewer Plant from Municipal Maintenance totaling \$58,620 off of the North Jersey Wastewater Cooperative Pricing System Co-Op utilizing the American Rescue Plan funds.



RESOLUTION NO. 2021-514

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

RESOLUTION AUTHORIZING THE PURCHASE OF A NEW INFLUENT PUMP NEEDED AT THE SEWER PLANT

WHEREAS, the City has a need to purchase a new rotating assembly and volute for the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Municipal Maintenance Company totaling \$58,620.00 from the North Jersey Wastewater Cooperative Pricing System Co-Op, Contract #B279-4; and

WHEREAS, the City of Asbury Park is desirous of awarding this purchase to Municipal Maintenance Company in the amount of \$58,620.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 1-07-205-55-000-001. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a new rotating assembly and volute in the amount of \$58,620.00 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-514 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 8th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

MUNICIPAL MAINTENANCE CO.

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:

Rudy Corona
City of Asbury Park
1700 Kingsley St.
Asbury Park, NJ
(732) 921-1074

Rudy.Corona@cityofasburypark.com

Quotation

DATE 12/1/2021
Quotation # 45052Q-R1

Quotation valid until: 12/31/2021

Terms: Net 30 Days

Delivery Option #1: 8 - 10 weeks

Delivery Option #2: 11 - 13 weeks

Project Name: MMC 211934 - Repair or Replace Fairbanks Rotating Assembly

Item	Qty	Description	Unit Price	Total Price
1.	1	Labor to date:	\$ 2,880.00	\$ 2,880.00
2.	1	Option #1 Rebuild Pump: • Clean and sandblast parts as needed • Supply and install the following: - Impeller, seal housing, mechanical seal, bearings, lip seals - O-rings, gaskets, miscellaneous hardware • Machine and sleeve lower bearing housing • Fabricate and machine new upper bearing housing • Coat stuffing box and seal housing with Belzona coating • Dynamically balance rotating assembly • Assemble • Paint • Install • Perform start-up and test run	\$ 35,790.00	\$ 35,790.00
3.	1	Option #2 - Supply and Install New Rotating Assembly: • Supply and install new Chesterlon mechanical seal • Reuse existing volute and motor • Perform start-up and test run	\$ 42,960.00	\$ 42,960.00
4.	1	Supply Only New volute:	\$ 15,660.00	\$ 15,660.00

Comments:

- This quotation does not include any taxes if applicable
- North Jersey Wastewater Cooperative Pricing System Co-Op Contract # B279-4

If you have any questions concerning this quotation, please contact:

Christopher Hellings

Chris Hellings

Project Engineer
chellings@mmc-nj.com

MMC approval *DG*

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:



MORRIS



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Taber**



**PACO
PUMPS**



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-515

Three year extension of the approval for The Summer Experience/Tandem Cycle at Block 3802, Lot 1

Any outdoor "Special Events" will require a separate Council Approval.



RESOLUTION NO. 2021-515

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING AN EXTENSION OF A CONCEPTUAL APPROVAL TO ASBURY PARTNERS, LLC REGARDING THE “SUMMER EXPERIENCE” INSTALLATION ON BLOCK 3802, LOT 1

WHEREAS, on June 5, 2002 the City Council of the City of Asbury Park (the “**City Council**”) adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the “**Waterfront Redevelopment Plan**”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, Asbury Partners, LLC (the “**Master Developer Applicant**”) and the City are parties to that certain Amended and Restated Redeveloper and Land Disposition Agreement, dated October 28, 2002 (the “**Redeveloper Agreement**”), concerning the redevelopment of the City’s Waterfront Redevelopment Area; and

WHEREAS, the Master Developer Applicant, is the owner and Tandem Cycle is the tenant under a lease with respect to Block 3802, Lot 1 (the “Property”), in the City of Asbury Park, which property is located in the Waterfront Redevelopment Area; and

WHEREAS, on May 15, 2013, the City Council adopted a Resolution conceptually approving what is known as the “Summer Experience” project for the summer seasons of 2013 through 2015 and referred the project to the Planning Board for site plan review; and

WHEREAS, on June 3, 2013, the Planning Board adopted a resolution approving a preliminary and final site plan for the project for a period of three years on June 3, 2013; and

WHEREAS, the Summer Experience project is located on the Property which is situated on the block bounded by Cookman Avenue, St. James Place, Lake Avenue, and Wesley Lake Drive; at its inception, the Summer Experience project included Asbury Park visitor amenities such as showers, bathrooms, storage lockers, information about the City and its businesses, signage and landscaping; and

WHEREAS, on June 19, 2014, the Planning Board adopted a resolution approving an amendment to the preliminary and final site plan approval for the project; and

WHEREAS, on April 27, 2016, the City Council renewed the Summer Experience project for three years and referred the project to the Planning Board for site plan review;

WHEREAS, on June 6, 2016, the Planning Board adopted a resolution approving a second amendment to the preliminary and final site plan approval for the project for a period of six years; and

WHEREAS, in February 2019, the City Council adopted Resolution 2019-104, amending the prior Resolution approving the Summer Experience to include an indoor bicycling studio ("Tandem Cycle") in the building where the information center is located at 216 Cookman Avenue (Block 3802, Lot 1); and

WHEREAS, on May 13, 2019, the Planning Board renewed the project for an additional three years subject to the applicant requesting any extension from the Redevelopment Agency (Mayor & City Council) beyond three (3) years.

WHEREAS, the Master Developer Applicant has filed an application seeking to extend the City Council's prior approval for the Tandem Cycle portion of the Summer Experience for a period of three (3) years beginning on December 8, 2021 without further changes to the use or site plan approved in 2019; and

WHEREAS, the plan for the main building located at 216 Cookman Avenue (Block 3802, Lot 1) is to continue to house new businesses with Tandem Cycle temporarily occupying the space in the interim; and

WHEREAS, the Property will be utilized for the Summer Experience until it is needed for redevelopment or until the program is discontinued by the Master Developer Applicant, but in no event in excess of a three (3) year period; and

WHEREAS, Tandem Cycle wishes to host special events outside the building located at Block 3802, Lot 1, during the summer months; and

WHEREAS, Tandem Cycle is permitted to host such special events so long as it obtains approval from the City Council by Resolution; and

WHEREAS, Tandem Cycle is consistent with the design principles of the Entertainment District by extending "main street" uses from the Casino to Cookman Avenue and further, it falls within the list of permitted uses in the Waterfront Redevelopment Plan which include personal and commercial services, indoor sports and athletic facilities and amusements and recreation.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.
2. An extension for the temporary and seasonal use of Block 3802, Lot 1 for the "Tandem Cycle" portion of the Summer Experience is hereby granted for a period

of three (3) years beginning December 8, 2021, by the City Council, subject to the Master Developer Applicant requesting any extension from the City Council beyond said three (3) year period.

3. The temporary and seasonal use of Block 3802, Lot 1 for the “Tandem Cycle” portion of the Summer Experience may continue until such time as the Property is needed for redevelopment or until the program is discontinued by the Master Developer, but in no event longer than said three (3) year period without further approval of the City Council by Resolution.
4. The Master Developer Applicant shall continue to comply with all of the conditions of the prior approvals granted for this project.
5. The Master Developer Applicant may hold special events outdoors so long as it first obtains approval from the City Council which shall be by adoption of a formal Resolution by the City Council.
6. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-515 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 10th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

TANDEM CYCLE ASBURY PARK PROJECT DESCRIPTION

iStar, through its subsidiary Asbury Partners, LLC, has been very successful in partnering with Tandem Cycle to bring fitness and wellness to the waterfront since 2019. Tandem Cycle is a state of the art indoor cycling studio, featuring a 45-minute high intensity cardiovascular, muscle toning, strength-training workout with beat driven choreography. In the candle lit studio, they provide a mind-body experience that leaves riders feeling empowered. Instructors and playlists are unique and exceptionally motivating. Prior to becoming a mainstay of the Summer Experience Project in 2019, Tandem Cycle previously partnered with iStar to conduct a limited number of weekend training sessions at Asbury Lanes. Based on rider response and the success of those weekend events, the idea for Tandem Cycle Asbury Park was born. Tandem Cycle has well served iStar's goal of utilizing the former information center as a place to help introduce new businesses to Asbury Park and would like to continue that success. The hope is to eventually relocate this business to a more permanent location as new retail space becomes available through the development of future projects.

One of the many qualities that allows Tandem Cycle to stand out among competition is the idea of giving back to the local community, and philanthropy is built into their business model. Since 2019, Tandem Cycle Asbury Park has hosted the "Move Your Body" campaign, a fitness-centric fundraiser for the Boys and Girls Clubs of Monmouth County, in addition to their monthly donations to the organization. Tandem Cycle has also worked consistently to raise money for Donorschoose.org, which aims to help schoolteachers fund classroom projects. Tandem Cycle has also helped to attract out-of-towners choosing to relocate their primary residence to the Jersey Shore, specifically directing more commerce to the Asbury Park community.

Tandem Cycle Asbury Park remains consistent with the redevelopment objectives, planning and design principles and permitted uses set forth in Asbury Park's Waterfront Redevelopment Plan ("WRP"). Specifically, it meets the redevelopment objectives of making Asbury Park a great community to live in all year round and helps to spur economic growth through employment opportunities. It also satisfies the WRP planning principle of making Asbury Park a place for families and furthers the design principle of bringing the city back down to the ocean. In addition, it is consistent with the design principles of the Entertainment District by extending "main street" uses from the Casino to Cookman Avenue. It also falls within the list of permitted uses in the WRP which include personal and commercial services, indoor sports and athletic facilities and amusements and recreation.

EXHIBIT B
PRIOR APPROVALS

Attachment: Council resolution attachment (2021-515 : Extension of approval for the Summer Experience Block 3802, Lot 1)

Councilperson: Offers the Following Resolution and Moves its Adoption

A RESOLUTION GRANTING CONCEPTUAL APPROVAL TO A CONCEPT PLAN ENTITLED "SUMMER EXPERIENCE 2013" PROJECT BY ASBURY PARTNERS, LLC AND REFERRAL TO THE PLANNING BOARD OF THE CITY OF ASBURY PARK FOR APPROVAL.

WHEREAS, Asbury Partners is the designated master developer of the City of Asbury Park by virtue of an Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002; and

WHEREAS, Asbury Partners has presented a concept plan entitled "Summer Experience 2013" to the Technical Review Committee on the 8th day of May, 2013; and

WHEREAS, the Technical Review Committee has evaluated said project and recommended same to the Mayor and Council of the City of Asbury Park, acting as the redevelopment agency of the City of Asbury Park, pursuant to N.J.S.A. 40A:12A-1 and the Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002; and

WHEREAS, the Planning Director of the City of Asbury Park has recommended to the Mayor and Council of the City of Asbury Park acting as its Redevelopment Agency that the plan of Asbury Partners, entitled Better Summer Experience 2013 conceptually meets the redevelopment plan requirements as to being a permitted use; and

WHEREAS, the project was brought forth as a result of the devastation of Superstorm Sandy and Asbury Partners' response thereto to bring more people to the City of Asbury Park during the Summer Seasons of 2013 - 2015; and

WHEREAS, the project is temporary as to duration covering the Summer seasons of 2013-2015; and

WHEREAS, the goal of the project is to market the City of Asbury Park in a positive manner to bring different opportunities to visitors to the City of Asbury Park and residents alike;

WHEREAS, the cost of the project to Asbury Partners far exceeds the economic benefit to Asbury Partners; and

WHEREAS, a goal of this project is to promote tourism in the City of Asbury Park as well as to further improve the experience of residents who enjoy the waterfront during the summer seasons in the City of Asbury Park; and

WHEREAS, the Mayor and Council of the City recognize the need for a speedy approval of this project to meet time constraints for the project to be beneficial to both residents and tourists of the City of Asbury Park for the 2013 Summer Season; and

WHEREAS, the Mayor and Council of the City of Asbury Park recognizes that the project itself took months to design; and

WHEREAS, the City of Asbury Park recognizes that Asbury Partners will expend substantially more in the modular construction of the facilities and the equipment to be used in the project than it will ever recover by way of charges for the use of the temporary facilities; and

WHEREAS, the Mayor and Council of the City of Asbury Park further recognize that the effort that this project has a temporary life and is not going to be extended beyond a three (3) year term.

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

1. The project as submitted and reviewed by the technical review committee and the City Planning Redevelopment Coordinator, Donald B. Sammet conceptually meets the requirements of the Redevelopment Plan as to permitted uses; and
2. The Mayor and City Council of the City of Asbury Park, acting as the Waterfront Redevelopment Authority refer the application to the Planning Board of the City of Asbury Park for a speedy and independent review of the application to allow, if approved, immediate construction of the project; and
3. The Mayor and City Council of the City of Asbury Park encourage, but do not require, the Planning Board of the City of Asbury Park to hold whatever special meeting is available upon request of Asbury Partners to review the subject project as time is of the essence for this project to be considered to be implemented for the 2013 Summer Season.

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

- a. Asbury Partners, LLC
- b. Asbury Park Planning Board
- c. Jack Serpico, Esq., Planning Board Attorney
- d. Terence J. Reidy, City Manager
- e. Donald Sammet, PP, Planning & Redevelopment Director

- f. Glenn F. Scotland, Esq., Waterfront Redevelopment
Counsel
- g. Frederick C. Raffetto, Esquire, City Attorney
- h. Fred Laventhal, Esq., Developer's Attorney

I, STEPHEN M. KAY, 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 a RESOLUTION which was finally adopted by the City Council at a meeting held on the ____ day of _____, 2013.

CERTIFIED BY ME THIS ____ DAY OF _____, 2013

STEPHEN M. KAY, CITY CLERK

RESOLUTION APPROVING A PRELIMINARY AND FINAL SITE PLAN
APPLICATION FOR A PERIOD OF THREE YEARS OF ASBURY
PARTNERS, LLC FOR BLOCK 3802, LOT 1 AND BLOCK 4004, LOTS 2 & 3,
FOR THE "SUMMER EXPERIENCE" PROJECT

WHEREAS, the applicant Asbury Partners, LLC, hereinafter referred to as the applicant is the owner of the above referenced Tax Blocks and Lots in the City of Asbury Park, which properties are located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant has applied for Preliminary and Final Site Plan approval for the construction of a series of amenities and accommodations entitled "the Summer Experience" for a period of three (3) years. The applicant proposes to convert the existing Vive sales trailer located at the Wesley site into an "Asbury Waterfront Headquarters" facility and construct shower, locker-room and lavatories at that site and various kiosks or structures shrouded in vinyl. The applicant also proposes various walkways and landscaping at the site. The applicant also proposes to construct or install storage lockers and a crew station at the Wesley site and the site located at the northeast corner of the intersection of Ocean and Second Avenues. All of the details of application are set forth on the plans and maps introduced into evidence at the public hearing of this application before the Planning Board; and

WHEREAS, the proposed uses are permitted in the WRA Zone and have received the recommendations of the Technical Review Committee and the Mayor and City Council acting in its capacity as the redevelopment agency for the WRA Zone and all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Law and City Ordinances, and the Board has jurisdiction to consider this application; and

WHEREAS, the Board considered this application at a public hearing held on May 29, 2013; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens has made the following findings of fact and conclusions based thereon:

1. The property is located in the Waterfront Redevelopment Area Zone, which permits the contemplated use at the site.
2. The plans for the project submitted by the applicant have received the necessary approvals of the WRA Technical Review Committee and the Mayor and Council of the City of Asbury Park acting in their capacity as the City Redevelopment Agency pursuant to a Resolution adopted by the Mayor and City Council on May 15, 2013.

3. The applicant has agreed to accept Board imposed conditions which are hereinafter set forth; and

WHEREAS, the Board determined that the relief requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the waterfront redevelopment plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed site plan application to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with Board imposed conditions.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for preliminary and final site plan approval of Asbury Partners, LLC., for a period of three years for the aforementioned project is hereby approved contingent upon the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at the public hearing of the Board and the Mayor and City Council are incorporated herein.
2. The applicant agrees to enter into the appropriate Redevelopers Agreement with the City for this project and does further agree to post performance bonds, inspection fees and escrows as determined by the Mayor and City Council acting in their capacity as the City Redevelopment Agency and/or the City Engineer and Board Secretary if required.
3. The applicant agrees to comply with all of the outstanding conditions and recommendations if any, set forth in the reports submitted by the Board Engineer and the Board Planners for this project which are annexed hereto and made a part hereof.
4. Taxes, fees and escrow accounts shall remain current.
5. The applicant will adhere to the findings of fact set forth above.
6. Compliance with all CAFRA regulations applicable to this project.
7. If this project requires the approval of any other governmental agency, this approval is contingent thereon. Furthermore, if any outside agency approves this project subject to the applicant changing or amending the plans approved by this Board the applicant must appear before this Board for consideration of an amendment to the approved plans.
8. The applicant agrees to comply with the conditions set forth in the City Council Resolution dated May 15, 2013, except as modified herein, which is annexed hereto and made a part hereof.
9. The applicant will pay the appropriate sewer connection fees as determined by the City Engineer for this project.
10. The applicant shall store all trash and recyclables in an onsite enclosure and have a private carting firm pick up the trash and recycling items.

11. This approval shall be for a period of three (3) years commencing in June, 2013. Further, the applicant shall setup and open the facilities in May (with the exception of 2013) and take down the facilities in September of each year.
12. The applicant shall plant 36 palm trees each season during the setup and remove them when the facilities are shut down in September.
13. The applicant shall install a tubular, roof system sheathed or covered in canvas over the lavatory facility on the Wesley site each season.
14. All of the aluminum structures and canvas coverings and posts will be removed at the end of each season. Thereby leaving only the decking in place at each site.
15. Any "path finding" light fixtures installed at the premises shall comply with the applicable City Ordinances
16. All proposed "hammock towers" shown on existing plans shall be removed.
17. The proposed four (4') fence shall be "natural" in color and texture.
18. All of the proposed improvements must comply with the applicable provisions of the Uniform Construction Code and receive the approval of the City Construction Official prior to installation.
19. The applicant shall meet with the Architectural Committee of the Planning Board prior to the adoption of this resolution and submit to said committee for its review and approval the following items:
 - a. Cut sheets for the proposed lavatories.
 - b. Cut sheets for the exterior of the structures and color palette.
 - c. Proposed light fixtures (or diagrams or photos) for the site lighting at the premises.
 - d. A diagram or picture with details of operation of the proposed temporary lavatory facilities, showers and storage lockers.
 - e. All signage or branding is to be approved by the committee.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Sara Anne Towery and seconded by City Manager, Terence Reidy.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. The eligible members are; Terence Reidy, Herbert Pehrenbach, James Henry and Sara Anne Towery.

Ayes: *T. Reidy, H. Pehrenbach, J. Henry, S.A. Towery*

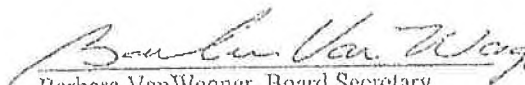
Nays:

Abstain:

June 3, 2013.

Barbara Van Wagner
Barbara VanWagner, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park
Planning Board on June 3, 2013.


Barbara Van Wagner, Board Secretary

RESOLUTION APPROVING AN AMENDMENT TO THE PRELIMINARY
AND FINAL SITE PLAN APPROVAL GRANTED TO ASBURY PARTNERS,
LLC FOR BLOCK 3802, LOT 1 AND BLOCK 4004, LOTS 2 & 3, FOR THE
"SUMMER EXPERIENCE" PROJECT

WHEREAS, the applicant Asbury Partners, LLC, hereinafter referred to as the applicant is the owner of the above referenced Tax Blocks and Lots in the City of Asbury Park, which properties are located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant previously received Preliminary and Final Site Plan approval for the construction of a series of amenities and accommodations entitled "the Summer Experience" for a period of three (3) years by this Board on May 29, 2013. The details of that approval are set forth in the Resolution adopted by this Board in support thereof dated June 3, 2013, and the record of the hearing held on May 29, 2013, all of which are incorporated herein in full by reference thereto; and

WHEREAS, the applicant has applied to this Board seeking to omit condition number 12 of the aforementioned approval that states:

"12: The applicant shall plant 36 palm trees each season during the setup and remove them when the facilities are shut down in September."; and

WHEREAS, the applicant has proposed to plant 25 trees that are more indigenous to this area than the palm trees at the Wesley Avenue/Cookman Avenue site; and

WHEREAS, the proposed amendment is permitted by the applicable provisions of the WRA Zone regulations and all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Law and City Ordinances, and the Board has jurisdiction to consider this application; and

WHEREAS, the Board considered this application at a public hearing held on May 19, 2014; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens if any, has made the following findings of fact and conclusions based thereon:

1. The property is located in the Waterfront Redevelopment Area Zone, which permits the contemplated use at the site.
2. The Board accepts the testimony and representations of Tomas Bauer, a licensed Landscape Architect in the State of New Jersey, wherein he indicated that the proposed trees to be planted are more indigenous to this area than the palm trees.

3. The applicant has agreed to accept Board imposed conditions which are hereinafter set forth; and

WHEREAS, the Board determined that the relief requested by the applicant is minor in nature and will better serve the landscaped area of the site.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for an amendment to the preliminary and final site plan approval of Asbury Partners, LLC., to allow the planting of 25 indigenous trees instead of the 36 palm trees required in Condition number 12 of the original approval is hereby granted contingent upon the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at all of the public hearings of the Board and the Mayor and City Council are incorporated herein.
2. The applicant shall comply with all of the outstanding and continuing conditions and recommendations of the prior approval that are not modified by this approval.
3. Taxes, fees and escrow accounts shall continue to remain current.
4. The applicant will adhere to the findings of fact set forth above.
5. Compliance with all CAFRA regulations applicable to this project.
6. If this project requires the approval of any other governmental agency, this approval is contingent thereon. Furthermore, if any outside agency approves this project subject to the applicant changing or amending the plans approved by this Board the applicant must appear before this Board for consideration of an amendment to the approved plans.
7. The applicant shall continue to comply with the conditions set forth in the City Council Resolution dated June 3, 2013, except as modified herein, which is annexed hereto and made a part hereof.
8. This approval shall not modify or affect the term of the prior.
9. The applicant shall plant 25 indigenous trees at the site. The applicant shall plant new trees if any of those trees die during the balance of the term of the original approval
10. When the term of the original approval expires, the applicant shall re-plant these trees in another area of the City. These trees will not be destroyed at the expiration of the original term.
11. The trees to be planted shall be 4 to 8 inches in diameter and shall be of type indicated by Mr. Bauer in his testimony.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Garrett Giberson and seconded by James Henry.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application.

Ayes: J. Henry, G. Gibson, J. Moon, S.A. Toney,
R. Feinstein, S. Bullo.

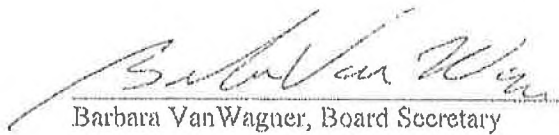
Nays:

Abstain:

June 19, 2014.


Barbara Van Wagner, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park Planning Board on June 19, 2014.


Barbara Van Wagner, Board Secretary



Resolution # 2016- Resolution of the City of Asbury Park

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING CONCEPTUAL APPROVAL TO ASBURY PARTNERS, LLC REGARDING THE "SUMMER EXPERIENCE" INSTALLATION ON BLOCK 3802, LOT 1; BLOCK 4004, LOTS 2 AND 3, AND ON A PORTION OF BLOCK 4502, LOT 1.26, AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the "Waterfront Redevelopment Plan") which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, Asbury Partners, LLC (the "Master Developer") and the City are parties to that certain Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002 (the "Redeveloper Agreement") concerning the redevelopment of the City's Waterfront Redevelopment Area; and

WHEREAS, on May 15, 2013, the City Council adopted a Resolution conceptually approving what is known as the "Summer Experience" for the summer seasons of 2013 through 2015 and referring the project to the Planning Board. The Summer Experience is located on Block 3802, Lot 1 and Block 4004, Lots 2 and 3, which is located on the block bounded by Cookman Avenue, St. James Place, Lake Avenue, and Westley Lake Drive. The Summer Experience includes showers, bathrooms, storage lockers, information about the City and its businesses, signage and related amenities and landscaping. By Resolution adopted on June 3, 2013, the Planning Board granted preliminary and final site plan approval and by Resolution adopted on June 19, 2014 amended those approvals to permit the replacement of palm trees with certain indigenous trees; and

WHEREAS, as a result of the success of the Summer Experience, the Master Developer wishes to make certain upgrades and renovations such as new roofing, replacing certain landscaping and other aesthetic changes as further detailed in the plans and related documents submitted to the Council and as explained during the presentation at the April 25, 2016 Council workshop meeting. Additionally, the Master Developer requests to extend the temporary and seasonal use of the property for the Summer Experience until such time as the property is needed for redevelopment; and

WHEREAS, the Master Developer also requests to install a "Crew Tower" on a portion of Block 4502, Lot 1.26, which is generally located adjacent to the west of the boardwalk and just north of the Sunset Avenue Pavilion. The Crew Tower is a truncated teepee shaped frame covered with orange canvas which acts as directional or wayfinding sign/device for visitors to

the oceanfront as further detailed in the plans and related documents submitted to the Council and as explained during the presentation at the April 25, 2016 Council workshop meeting. The Crew Tower will be removed at the end of each summer season and is also requested to be approved as a seasonal use on this portion of Block 4502, Lot 1.26 until such time as the Property is needed for redevelopment,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.
2. The Summer Experience, together with the upgrades and renovations referenced herein is hereby approved and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Municipal Land Use Law and the Waterfront Redevelopment Plan, including but not limited to an amendment to the existing site plan approval. As the Summer Experience was previously reviewed by the Technical Review Committee (the "TRC"), and the proposed revisions are largely renovations, this project does not require TRC review prior to appearing before the Council or the Planning Board. Further, the Council recommends that the Planning Board permit the Master Developer to substitute another suitable and available species in the event the proposed palm trees fail to survive the weather, subject to the review and approval of the Board's Planner but without the need to seek an amended site plan.
3. The temporary and seasonal use of Block 3802, Lot 1 and Block 4004, Lots 2 and 3 for the Summer Experience is approved and may continue until such time as the Property is needed for redevelopment; however not longer than __x__ (_#_) years without further approval of the Council.
4. The Crew Tower is hereby approved and is referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Municipal Land Use Law and the Waterfront Redevelopment Plan, including but not limited to site plan approval. As the Crew Tower acts as directional or wayfinding sign/device to public amenities for visitors to the City, specifically the oceanfront, review by the TRC is not warranted prior to appearing before the Council or the Planning Board.
5. The temporary and seasonal use of a portion of Block 4502, Lot 1.26 for the Crew Tower is approved and may continue until such time as the Property is needed for redevelopment; however not longer than ten (10) years without further approval of the Council.
6. This Resolution shall take effect immediately.

Record of Council Vote on Final Passage				
COUNCIL PERSON	AYE	NAY	NV/A	ABSENT
Mayor John Moor				
Deputy Mayor Amy Quinn				
Council Member Barbara Yvonne Clayton				

Record of Council Vote on Final Passage				
COUNCIL PERSON	AYE	NAY	NV/A	ABSENT
Council Member Jesse Kendle				
Council Member Joe Woerner				

✓ Indicates vote

NV = Not Voting, A = Abstain

I, CINDY DYE, 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 this Resolution which was finally adopted by the City Council at a meeting held on the 27th day of April, 2016.

CERTIFIED BY ME THIS 27th DAY OF APRIL, 2016

Cindy Dye, City Clerk

RESOLUTION APPROVING A SECOND AMENDMENT TO THE
TEMPORARY PRELIMINARY AND FINAL SITE PLAN APPROVAL OF
ASBURY PARTNERS, LLC FOR BLOCK 3802, BLOCK 4004, LOTS 2 & 3, &
BLOCK 4502, LOT 1.26, FOR THE "SUMMER EXPERIENCE" PROJECT

WHEREAS, the applicant Asbury Partners, LLC, hereinafter referred to as the applicant is the owner of the above referenced Tax Blocks and Lots and is the tenant under a long term lease with respect to Block 4502, Lot 1.26, in the City of Asbury Park, which properties are located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant has previously received Temporary Preliminary and Final Site Plan approval for the construction of a series of amenities and accommodations entitled "the Summer Experience" for a period of three (3) years, which approval was granted on May 29, 2013 and memorialized by this Board on June 3, 2013, and a subsequent amendment related to landscape changes granted by this Board in 2014; and

WHEREAS, the applicant has filed an application seeking to amend the approvals mentioned above. The applicant seeks the following amendments:

1. The omission of condition # 11 of the original approval which limited the approvals for a three-year period. The applicant has requested an additional three-year period.
2. Relocation of the crew tower station from the carousel parking area in the south end of the City to an area located between the boardwalk and Ocean Avenue north of Seventh Avenue.
3. A change of the paint color(s) and signage scheme on the Asbury Waterfront Headquarters building and locker room building.
4. Replacement of the current trees with palm trees as originally proposed and approved for the project.

All of the foregoing requests are set forth in the plans and in the testimony presented by the applicant to the Board at a public meeting held on May 16, 2016, all of which is incorporated herein in full by reference thereto; and

WHEREAS, the Board considered this application at a public hearing held on May 16, 2016; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens has made the following findings of fact and conclusions based thereon:

1. The Board finds that the requests made by the applicant are reasonable so long as the applicant has agreed to accept Board imposed conditions that are set forth hereinafter.

2. The applicant has received the necessary recommendation of the foregoing amendments from the Mayor and City Council acting in their capacity as the City Redevelopment agency. The resolution dated April 27, 2016, from that body is annexed hereto and made a part hereof and designated as Exhibit A.
3. The relief requested by the applicant does not require any deviations from the provisions of the WRA Redevelopment Plan.
4. The Board accepts the testimony of the applicant's witnesses in support of the amendments to wit:
 - a. David Furgal, senior development associate for the project.
 - b. Keenan Hughes, the licensed planner for the applicant.
 - c. Thomas Bauer, the licensed landscape architect for the project; and

WHEREAS, the Board determined that the relief requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the Waterfront Redevelopment Plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed amendments to the prior site plan approval to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with Board imposed conditions.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for a second amendment to the preliminary and final site plan approval of Asbury Partners, LLC., as outlined above is hereby approved contingent upon the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at the public hearing of the Board are incorporated herein in full by reference thereto.
2. The extension of the original approval is hereby granted for a period of 6 years from June, 2016, by this Board, subject to the applicant requesting any extension from the Redevelopment Agency (Mayor & City Council) beyond 3 years. The intent of this condition is to relieve the applicant from making an additional request from this Board after 3 years.
3. In the event the applicant decides to replace the re-approved palm tree planting with deciduous trees after 2016, the applicant shall consult with the City Shade Tree Commission regarding the type of replacement trees to be planted. The applicant will make the ultimate decision on this issue after consultation with Commission.
4. The palm trees shall be removed before the onset of winter each year.
5. Compliance with the recommendations set forth in the Council Resolution referenced above, if any.
6. The applicant must install a barrier of some type or feature that will prevent the sand on the Cookman Avenue location from leaving the site and entering into the sewer system.

7. The applicant shall continue to comply with all of the conditions of the prior approvals granted for this project that have not been amended, modified or superseded by this approval.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Sara Anne Towery and seconded by Herbert Fehrenbach.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. The eligible members are: Chairman, Herbert Fehrenbach, Mayor, John Moor, Councilwoman, Yvonne Clayton, Sara Anne Towery, Trudy Syphax, Barbara Krzak and Anthony Perillo.

Ayes: *H. Fehrenbach, Mayor Moor, Councilwoman Clayton, S.A. Towery, B. Krzak, A. Perillo*

Nays:

Abstain:

June 6, 2016.

Barbara VanWagner
Barbara VanWagner, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park Planning Board on June 6, 2016.

Barbara VanWagner
Barbara VanWagner, Board Secretary



RESOLUTION NO. 2019-104

City of Asbury Park
County of Monmouth
State of New Jersey

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING AN AMENDMENT TO CONCEPTUAL APPROVAL TO ASBURY PARTNERS, LLC REGARDING THE "SUMMER EXPERIENCE" INSTALLATION ON BLOCK 3802, LOT 1 AND TO CONTINUE THE SIGN INSTALLATION ON BLOCK 4004, LOTS 2 AND 3; AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the "Waterfront Redevelopment Plan") which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, Asbury Partners, LLC (the "Master Developer") and the City are parties to that certain Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002 (the "Redeveloper Agreement") concerning the redevelopment of the City's Waterfront Redevelopment Area; and

WHEREAS, on May 15, 2013, the City Council adopted a Resolution conceptually approving what is known as the "Summer Experience" for the summer seasons of 2013 through 2015 and referring the project to the Planning Board and renewed the approval for an additional three years on April 27, 2016; and

WHEREAS, The Summer Experience is located on Block 3802, Lot 1 and Block 4004, Lots 2 and 3, which is located on the block bounded by Cookman Avenue, St. James Place, Lake Avenue, and Westley Lake Drive. The Summer Experience includes showers, bathrooms, storage lockers, information about the City and its businesses, signage, landscaping and related amenities; and

WHEREAS, the Master Developer would like to amend the approval for the Summer Experience to include an indoor bicycling studio in the building where the information center was. The amended application includes the fitness use in the main building, painting the main building, new signage for the main building that will say "Tandem Cycle" and additional landscaping; and

WHEREAS, the goal for the main building, the former information center on Block

3802, Lot 1, is to house new businesses with “Tandem Cycle” as temporarily occupying the space; and

WHEREAS, the Property will be utilized for the Summer Experience until it is needed for redevelopment or until the program is discontinued by the Master Developer, but in no event longer than three (3) years; and

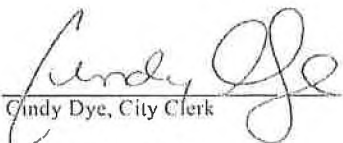
WHEREAS, the Master Developer would also like to extend the installation of signs at Block 4004, lots 2 and 3; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.
2. The Summer Experience, together with the upgrades and renovations referenced herein is hereby approved and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Municipal Land Use Law and the Waterfront Redevelopment Plan, including but not limited to an amendment to the existing site plan approval. As the Summer Experience was previously reviewed by the Technical Review Committee (the “TRC”), and the proposed revisions are largely renovations, this project does not require TRC review prior to appearing before the Council or the Planning Board. Further, the Council continues the recommendation that the Planning Board permit the Master Developer to substitute another suitable and available tree species in the event the proposed palm trees fail to survive the weather, subject to the review and approval of the Board’s Planner and/or the Environmental Shade Tree Commission, but without the need to seek an amended site plan approval. The proposed repainting of the existing sign is approved; however, if the Master Developer wishes to retain the ability to reface the sign as proposed in the plans submitted, they shall include that request and related details in their application to the Planning Board so that the Planning Board can properly review and approve the same.
3. The temporary and seasonal use of Block 3802, Lot 1 and Block 4004, Lots 2 and 3 for the Summer Experience is approved and may continue until such time as the Property is needed for redevelopment or until the program is discontinued by the Master Developer, but in no event longer than three (3) years without further approval of the Council.
4. The Crew Tower sign will continue unchanged on a portion of Block 4502, Lot 1.26, which is generally located adjacent to and west of the boardwalk and just north of the Sunset Avenue Pavilion as previously approved by the Planning Board and municipal council.
5. The temporary and seasonal use of a portion of Block 4502, Lot 1.26 for the Crew Tower is approved and may continue until such time as the Property is needed for redevelopment or until the program is discontinued by the Master Developer, but in no event longer than three (3) years without further approval of the Council.
6. This Resolution shall take effect immediately.

I, CINDY A. DYE, 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. 2019-104 which was finally adopted by the City Council at a meeting held on the 27th day of February, 2019

CERTIFIED BY ME THIS 28th DAY OF February, 2019.


Cindy Dye, City Clerk 2/28/2019
CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2019-104						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended	Eileen Chapman	Voter	☒	☐	☐	☐
☐ Defeated	Yvonne Clayton	Seconder	☒	☐	☐	☐
☐ Tabled	Jesse Kendle	Voter	☐	☐	☐	☒
☐ Withdrawn	Amy Quinn	Mover	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐

RESOLUTION APPROVING A THIRD AMENDMENT TO THE TEMPORARY
PRELIMINARY AND FINAL SITE PLAN APPROVAL OF ASBURY PARTNERS, LLC FOR
BLOCK 3802, LOT 1, BLOCK 4004, LOTS 2 & 3, & BLOCK 4502, LOT 1.26, FOR THE
“SUMMER EXPERIENCE” PROJECT

WHEREAS, the applicant Asbury Partners, LLC, hereinafter referred to as the applicant, is the owner and is the tenant under a long-term lease with respect to Block 4502, Lot 1.26, in the City of Asbury Park, which properties are located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant has previously received Temporary Preliminary and Final Site Plan approval for the construction of a series of amenities and accommodations entitled “the Summer Experience” for a period of three (3) years, which approval was granted on May 29, 2013 and memorialized by this Board on June 3, 2013, and a subsequent amendment related to landscape changes granted by this Board in 2014 and an extension of the approvals in 2016; and

WHEREAS, the applicant has filed an application seeking to amend the approvals mentioned above. The applicant seeks the following amendments for a three (3) year term from May 2019:

1. Use of the existing building as an indoor bicycling studio operated by Tandem Cycling.
2. Use of the outdoor area of the location for occasional “Pop-Up” events such as charity rides.
3. Removal of the existing crew tower from the location.
4. Landscape changes as set forth in Exhibit A-1 entered into evidence at the public hearing of this matter held on May 6, 2019, that includes replacement of the existing palm trees with Black Pine trees.
5. Signage to permit the addition of a 9 square foot wall sign with halo lighting to be mounted above the front entrance of the building as set forth in Exhibit A-3 and to permit a change to the text of the existing 7.6 square foot ground mounted sign to say “Tandem Cycle” as set forth in Exhibit A-2.

All of the foregoing requests are set forth in the plans and in the testimony presented on behalf of the applicant to the Board at a public meeting held on May 6, 2019, all of which is incorporated herein in full by reference thereto; and

WHEREAS, the Board considered this application at a public hearing held on May 6, 2019; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens has made the following findings of fact and conclusions based thereon:

1. The Board finds that the requests made by the applicant are reasonable so long as the applicant has agreed to accept Board imposed conditions that are set forth hereinafter.

2. The applicant has received the necessary recommendation of the foregoing amendments from the Mayor and City Council acting in their capacity as the City Redevelopment agency on February 28, 2019. That Resolution is annexed hereto and made a part hereof and designated as Exhibit A.
3. The relief requested by the applicant does not require any deviations from the provisions of the WRA Redevelopment Plan.
4. The Board accepts the testimony of the applicant's witnesses in support of the amendments to wit:
 - a. Mary Clare Pennotti, the owner of Tandem Cycle.
 - b. Thomas Bauer, the licensed landscape architect for the project; and

WHEREAS, the Board determined that the relief requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the Waterfront Redevelopment Plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed amendments to the prior amended site plan approvals to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with Board imposed conditions.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for a third amendment to the preliminary and final site plan approval of Asbury Partners, LLC., as outlined above is hereby approved contingent upon the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at the public hearing of the Board are incorporated herein in full by reference thereto.
2. The extension of the prior approval is hereby granted for a period of three (3) years from May 2019, by this Board, subject to the applicant requesting any extension from the Redevelopment Agency (Mayor & City Council) beyond three (3) years.
3. Compliance with the recommendations set forth in the reports prepared for this application by Clark, Caton & Hintz, Board Planners and InSite Engineering, Board Engineer.
4. Compliance with the recommendations set forth in the Council Resolution referenced above, if any.
5. Compliance with Condition number 6 of the prior approval requiring the applicant must install a barrier of some type or feature that will prevent the sand on the Cookman Avenue location from leaving the site and entering into the sewer system. The barrier shall consist of sod at least 18 inches wide.
6. The applicant shall continue to comply with all of the conditions of the prior approvals granted for this project that have not been amended, modified or superseded by this approval.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Michael Manzella and seconded by Mayor John Moor.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. The eligible members are: Michael Manzella, Mayor John Moor, Rick Lambert, Jim Henry and Jennifer Souder.

Ayes: Mayor John Moor, Jim Henry, Rick Lambert, Michael Manzella, Jennifer Souder

Nays: None

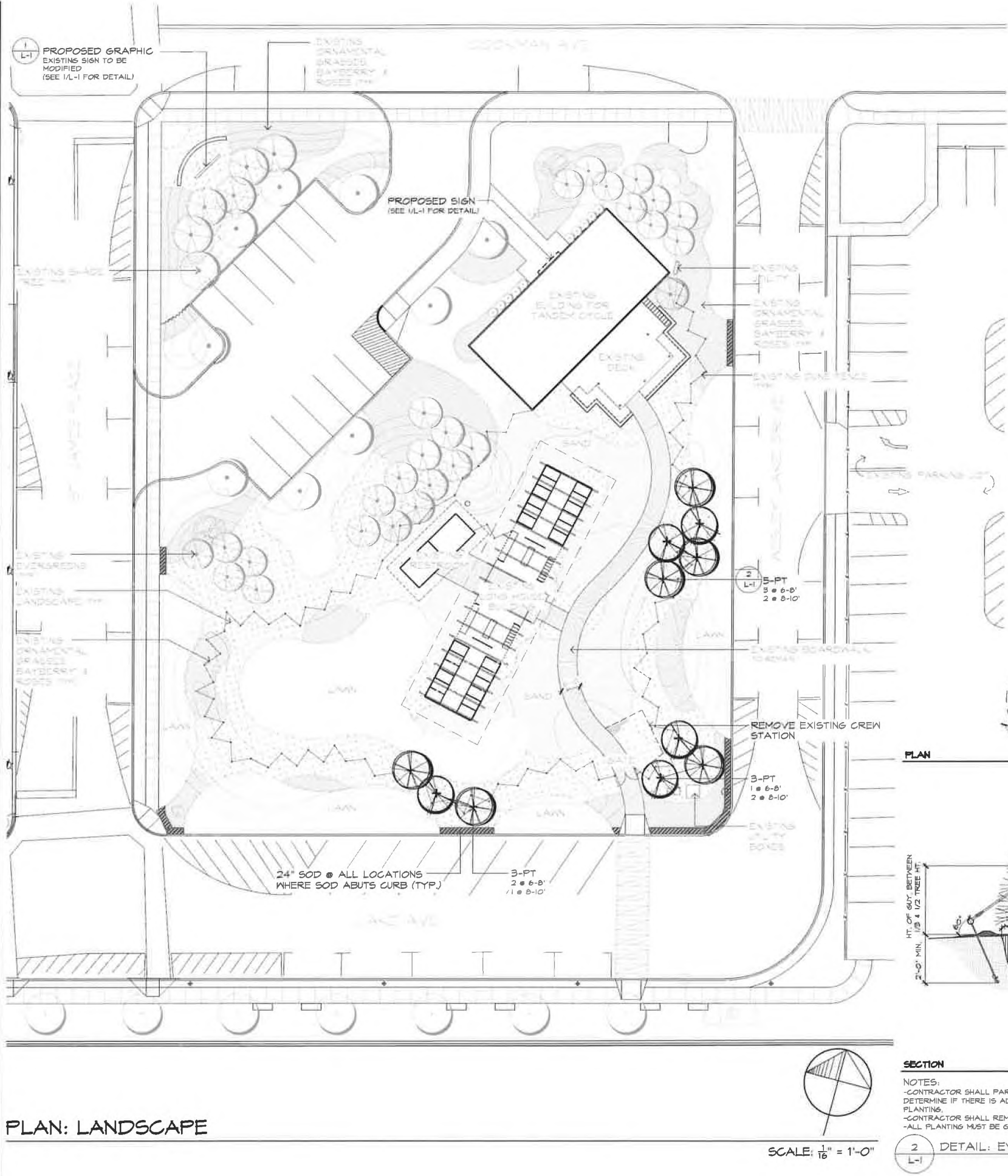
Abstain: None

May 13, 2019


Irina Gasparyan, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park Planning Board on May 13, 2019.


Irina Gasparyan, Board Secretary



PLAN: LANDSCAPE

PLANT LIST (L-1)								
KEY	QTY	BOTANICAL NAME	COMMON NAME	CAL.	HT.	SPRD.	ROOT	COMMENTS
TREES								
PT	6	Pinus thunbergi	Japanese Black Pine		6-8'			Full Plants, Tree Form, Specimen
PT	5	Pinus thunbergi	Japanese Black Pine		8-10'			Full Plants, Tree Form, Specimen

KEY

PROPOSED 6-8' EVERGREENS

PROPOSED 8-10' EVERGREENS

EXISTING EVERGREENS

EXISTING SHRUBS

EXISTING LANDSCAPE TO REMAIN

EXISTING ORNAMENTAL GRASSES, BAYBERRY & ROSES

EXISTING DUNE FENCE

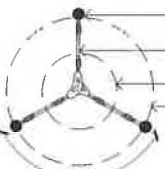


EXISTING SIGN WITH PROPOSED GRAPHIC



EXISTING BUILDING WITH PROPOSED GRAPHIC

DETAIL: SIGNAGE



30" ARBOR TIE STEEL EYE STAKES (INSTALL PER MFG. SPECIFICATIONS)

ARBOR TIE (INSTALL AND TIE PER MFG. SPECIFICATIONS)

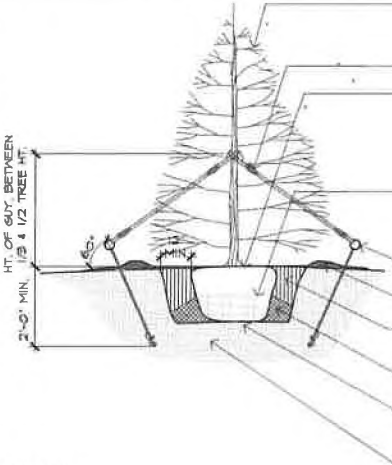
TREE BALL

TREE PIT

NOTES:

- DISTANCE OF STAKES APPROXIMATELY EQUAL TO HEIGHT OF ATTACHMENT
- WHEN PLANTING ON SLOPES, PLACE SINGLE STAKE DOWNHILL, AND TWO STAKES UPHILL.

PLAN



PRUNE DAMAGED AND CONFLICTING BRANCHES MAINTAINING NORMAL TREE SHAPE. NEVER CUT CENTRAL TRUNK OR LEADER AND DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

ARBOR TIE

THE TRUNK FLARE OF EACH TREE SHALL BE VISIBLE AT THE TOP OF THE ROOT BALL. IF NURSERY GRADE IS ABOVE THE FLARE THE CONTRACTOR SHALL CAREFULLY EXCAVATE THE TOP OF THE ROOT BALL TO EXPOSE THE TRUNK FLARE. TREES WHOSE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.

REMOVE ALL ROPE FROM TRUNK AND TOP OF BALL. REMOVE BURLAP FROM THE TOP (HALF) 1/2 OF THE ROOT BALL. WHEN A WIRE BASKET IS PRESENT THE WIRE BASKET SHALL BE REMOVED FROM THE TOP HALF OF THE ROOT BALL OR AS MUCH AS POSSIBLE TO PRESERVE THE INTEGRITY OF THE ROOT BALL.

30" ARBOR TIE STEEL EYE STAKE, 3 PER TREE (INSTALL PER MFG. SPECIFICATIONS)

3" SAUCER RIM

BACKFILL MIXTURE, SHALL BE A THOROUGHLY MIXED BLEND OF TOPSOIL & SOIL AMENDMENTS. AMENDMENTS SHALL BE ADDED AS RECOMMENDED BY A CERTIFIED SOIL TEST.

AIR POCKETS SHALL REMOVED FROM THE BACKFILL.

TAMP SOIL AROUND ROOT BALL BASE FIRMLY TO PREVENT THE ROOT BALL FROM SHIFTING.

PLACE ROOT BALL ON UNEXCAVATED OR TAMPED SOIL.

UNDISTURBED GRADE

SECTION

NOTES:

- CONTRACTOR SHALL PARTIALLY FILL WITH WATER A REPRESENTATIVE NUMBER OF PITS IN EACH AREA OF THE PROJECT PRIOR TO PLANTING TO DETERMINE IF THERE IS ADEQUATE PERCOLATION. IF PIT DOESN'T PERCOLATE, MEASURES MUST BE TAKEN TO ASSURE PROPER DRAINAGE BEFORE PLANTING.
- CONTRACTOR SHALL REMOVE STAKING, GUYING AND WRAP AT THE END OF THE GUARANTEE PERIOD.
- ALL PLANTING MUST BE GUARANTEED FOR ONE FULL GROWING SEASON FROM THE TIME OF FINAL ACCEPTANCE BY TOWNSHIP LANDSCAPE ARCHITECT.

DETAIL: EVERGREEN TREE PLANTING

Landscape Plan

Asbury Park - Summer Experience
Asbury Park, New Jersey

MELILLO+BAUER ASSOCIATES
Landscape Architecture

Borough Executive Center
2399 Highway 34, Building D-3
Monmouth, New Jersey 08734

1-732-526-0464
F-732-526-1077

NO.	DATE	REVISION
1	11/16/21	01

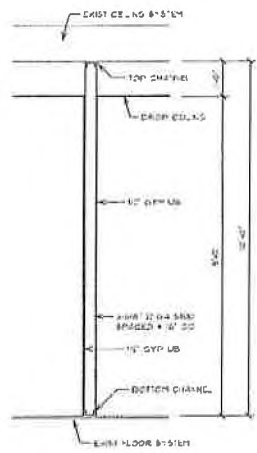
SCALE: 1/16" = 1'-0"

DATE: 5/20/21 JOB NO.: 13-120

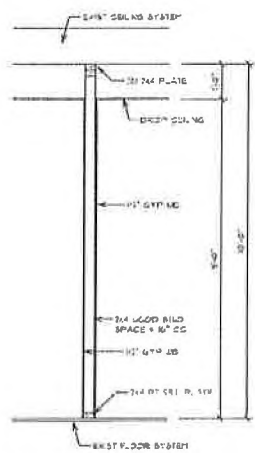
DRAWING NO.

L-1

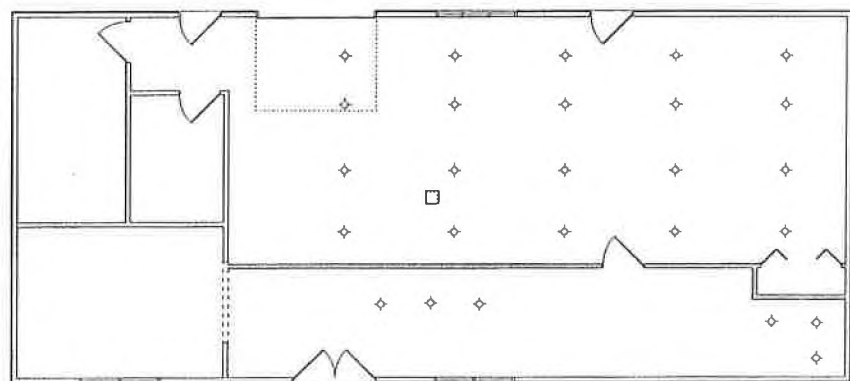
CONSTRUCTION CRITERIA		APPLICABLE CODES
USE GROUP	B (BUSINESS)	INTERNATIONAL BUILDING CODE - N, ED., 2019
CONSTRUCTION TYPE	5-B	NATIONAL STANDARD PLUMBING CODE, 2013
		NATIONAL ELECTRICAL CODE, 2014
EXISTING FLOOR AREA	1734 SF	INTERNATIONAL MECHANICAL CODE, 2015
EXISTING VOLUME	17340 CF	BARRIER-FREE SUBCODE
OCCUPANCY LOAD	18 PEOPLE	ANSI A117.1-2009



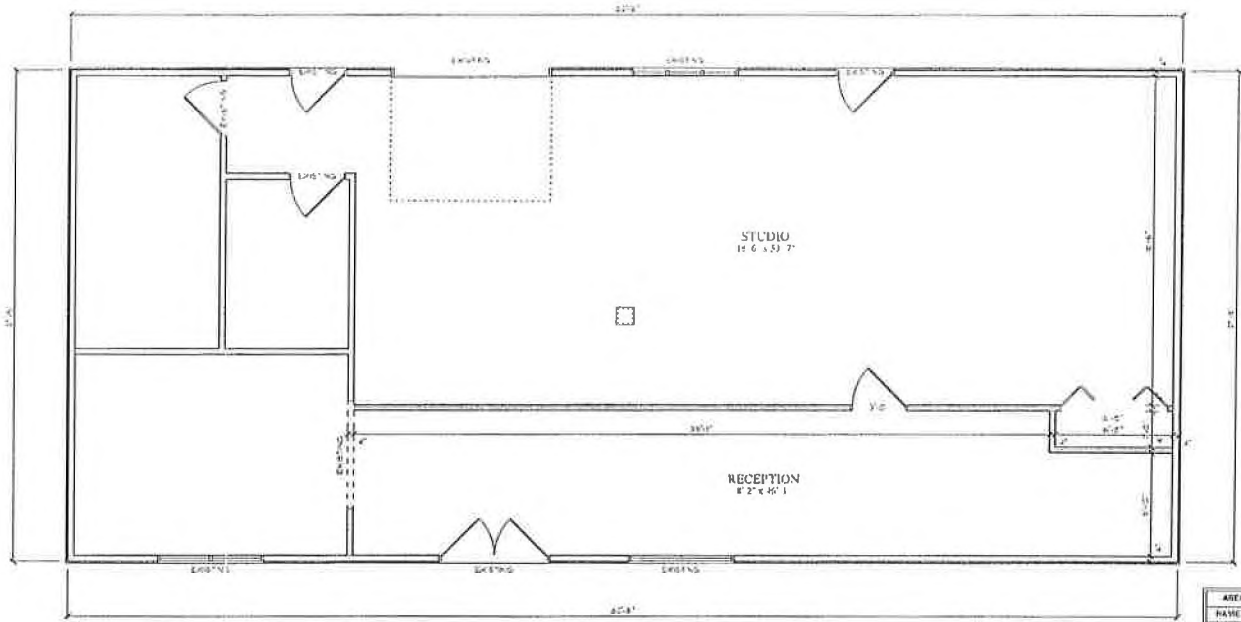
TYPICAL WALL PARTITION
1/2" = 1'-0"



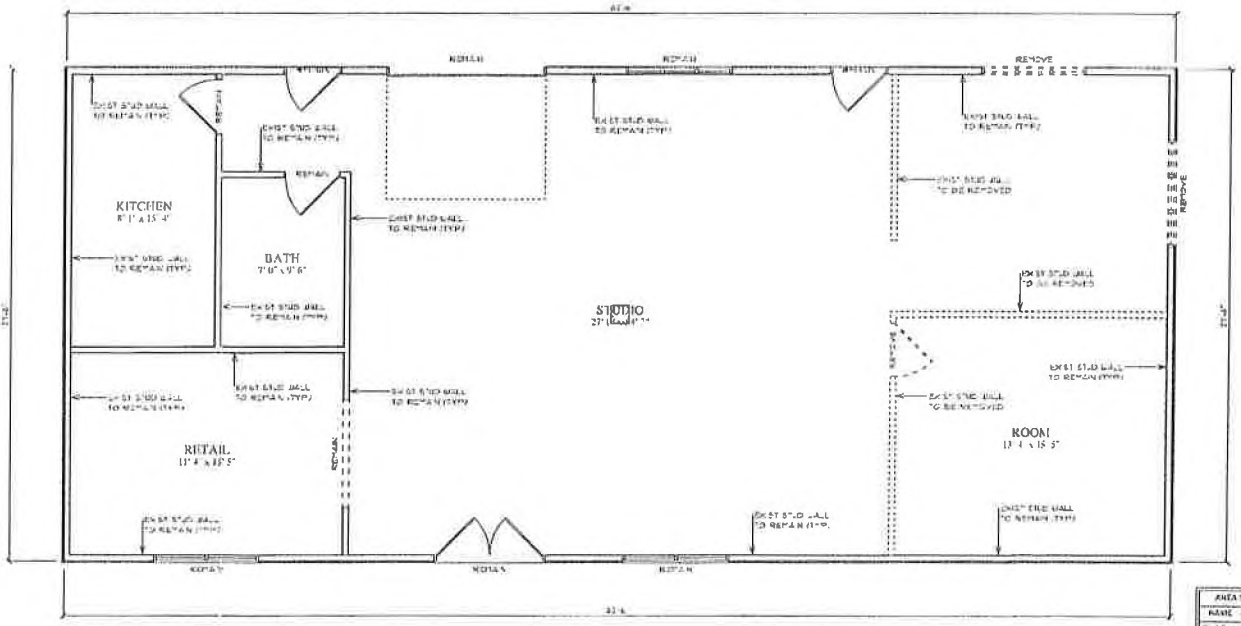
TYPICAL WALL PARTITION
1/2" = 1'-0"



PROPOSED FIRST FLOOR - ELECTRICAL
SCALE: 3/16" = 1'-0"



PROPOSED FIRST FLOOR
SCALE: 1/4" = 1'-0"



EXISTING FIRST FLOOR
SCALE: 1/4" = 1'-0"



Tandem Cycle

Project Number: CR008-00423

3300 Occoquan Avenue
Ashley Park
New Jersey

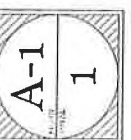
DATE	BY	RE
11/16/2023		

Grasso Design Group

Phone: 732-228-9850
Fax: 732-528-9967

131 Highway 71
Manasquan
New Jersey

Email: design@grassodg.com
http://www.grassodg.com





Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-517

An escrow agreement to collect escrow money to pay legal fees and expenses from Interfaith Neighbors to proceed with the sale of city owned undersized lot -- 1276 Washington Avenue.



RESOLUTION NO. 2021-517

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

RESOLUTION OF THE CITY OF ASBURY PARK TO ENTER INTO AN ESCROW AGREEMENT WITH INTERFAITH NEIGHBORS FOR PARCEL KNOWN AS BLOCK 1403, LOT 10 IN THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY, COMMONLY KNOWN AS 1276 WASHINGTON AVENUE

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, the City of Asbury Park (the “City”) designated certain parcels therein as an area in need of redevelopment (the “Washington Avenue Redevelopment Area”), and thereafter adopted the Washington Avenue Redevelopment Plan in accordance with N.J.S.A. 40A:12-7 for the Washington Avenue Redevelopment Area (the “Redevelopment Plan”); and

WHEREAS, the City owns Block 1403, Lot 10 in the City of Asbury Park, commonly, known as 1276 Washington Avenue (the Project Area”) and Interfaith Neighbors, Inc. (the “Developer”) plans to develop the Project Area as a one family dwelling unit (the “Project”); and

WHEREAS, the City in order to implement this Project in the Project Area in the Washington Avenue Redevelopment Area and as part of, and furtherance of the Redevelopment Plan, will require the parties to negotiate and enter into a Redevelopment Agreement and Sale Agreement (or any combination thereof); and

WHEREAS, the City desires to see completion of the Project as soon as practicable and to see the Project succeed so the residents, businesses or property owners in the Washington Avenue Redevelopment Area may benefit because of the substantial reinvestment in the neighborhood.; and

WHEREAS, the City and the Developer will enter into an agreement in substantially hereto entitled “Escrow and Funding Agreement”, a copy of which is attached hereto as Exhibit A with respect to the Project to ensure the funding of the City’s expenses associated with the Project and the negotiation of a Redevelopment Agreement and Sale Agreement of which the City desires

to approve the same in accordance with the Act and the Washington Avenue Redevelopment Plan; and

WHEREAS, the Mayor and City Council believe that the execution of the Escrow Agreement is in the best interest of the City and desires to approve the Escrow Agreement and authorize the execution of the same;

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

(1) Recitals. The recitals hereto are fully incorporated herein as if set forth at length

(2) Approval of the Escrow Agreement. The Escrow Agreement, and the related exhibits thereto, substantially in the form attached hereto as **Exhibit A**, is hereby approved, together with any changes, insertions and omissions thereto as the City Manager, after consultation with redevelopment counsel to the City, deem in their collective discretion to be necessary or desirable for the execution thereof.

(3) Execution of the Escrow Agreement. The City Manager of the City of Asbury Park, in the County of Monmouth (the “City Manager”) is hereby authorized and directed, upon satisfaction of all legal conditions precedent to the execution and delivery by the City of the Escrow Agreement, together with each of the exhibits to which the City is a signatory, in substantially the form of the draft attached hereto and such changes as may be provided in accordance with Section 3 hereof.

(4) Attestation and Sealing of the Escrow Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Escrow Agreement and required exhibits in accordance with the terms of Section 4 hereof, to attest to the signature of the City Manager upon such documents and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such documents.

(5) Implementation of the Escrow Agreement. Upon execution and attestation and placing of the seal of the Escrow Agreement as contemplated by Sections 4 and 5 hereof, the City Manager and City staff and professionals are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto, (ii) perform such other actions as the City Manager deems necessary or desirable in relation to the exaction and delivery of the Escrow Agreement; (iii) negotiate the terms and conditions of a Redevelopment Agreement and Sale Agreement (or any combination thereof) within Interfaith Neighbors, Inc. and (iv) execute, deliver and accept the normal and customary documents in this regard and undertake all actions reasonably necessary to effectuate the purpose and intent of the Escrow Agreement and the Resolution.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-517 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK

EXHIBIT A

Attachment: EXHIBIT A (2021-517 : An escrow agreement with Interfaith Neighbors for Block 1403, Lot 10, 1276 Washington Avenue)

**AGREEMENT TO
PROVIDE FOR PAYMENT OF ADMINISTRATIVE COSTS**

This **AGREEMENT**, made this ____ day of _____, 20__ ("the Effective Date"), by and between the **CITY OF ASBURY PARK** (the "Redevelopment Entity") , a New Jersey municipal corporation with offices at One Municipal Plaza, Asbury Park, New Jersey, 07712 and **INTERFAITH NEIGHBORS, INC.** ("Redeveloper"), a New Jersey non-profit corporation with offices at 810 Fourth Avenue, Asbury Park, New Jersey 07712, (singularly, a "Party," collectively referred to as "the Parties").

RECITALS

WHEREAS, the City of Asbury Park (the "City") is empowered, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. ("the LRHL"), to declare certain properties located within the Redevelopment Entity as areas in need of redevelopment, and to adopt and implement redevelopment plans, and carry out redevelopment projects; and

WHEREAS, the Redeveloper desires to develop the properties located at _1276 Washington Avenue, Asbury Park New Jersey, Block 1403, Lot 10 on the Tax Maps of the City of Asbury, in the Washington Avenue Redevelopment Area (the "Project Site"); and

WHEREAS, the Redeveloper has agreed to enter into this Agreement to, among other things, reimburse the Redevelopment Entity for costs incurred by the Redevelopment Entity in the review of Redeveloper's proposals for redevelopment; development of any amendments to the redevelopment plan necessary for the proposed projects by the Redeveloper; and negotiation and execution of a redevelopment agreement; and for such other costs as the Parties may agree; and

WHEREAS, the Redevelopment Entity will incur certain costs, of outside professional consultants such as attorneys, planners and engineers, related to the review of the proposed projects of Redeveloper and associated agreements (the "Administrative Costs"); and

WHEREAS, Redeveloper agrees to pay for these reasonable Administrative Costs as hereafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants, and other good and valuable consideration, the Parties hereto agree as follows:

The Recitals set forth above are incorporated and made a part of this Agreement.

Section 1.01. Administrative Costs

(a) The Redevelopment Entity agrees to serve as Administrative Agent as set forth in this Agreement.

(b) Redeveloper agrees to make payment of an Initial Deposit of the sum of Fifteen Thousand Dollars (\$15,000.00) to the Redevelopment Entity, upon its execution and delivery of

this Agreement to the Redevelopment Entity, to be held and disbursed in accordance with the terms hereof and to make Additional Deposits (together with the Initial Deposit, the "Administrative Funds") when the Administrative Funds are reduced to Five Thousand Dollars (\$5,000.00) to replenish the Administrative Funds to the amount of Fifteen Thousand Dollars (\$15,000.00). The Redevelopment Entity hereby acknowledges receipt of the Initial Deposit and agrees to hold and release it in accordance with this Agreement.

(c) The Redevelopment Entity shall deposit the Administrative Funds in a separate interest-bearing account maintained by the Redevelopment Entity. Interest earned shall be applied as part of the Administrative Funds.

(d) The Redevelopment Entity shall pay all Administrative Costs incurred, subject to review by Redeveloper, in accordance with the following provisions: The Redevelopment Entity shall provide copies of all invoices incurred for Administrative Costs to Redeveloper. Redeveloper may object to the payment of any invoice, by informing the Redevelopment Entity, in writing, within fifteen (15) days of Redeveloper's receipt of an invoice, of such objection and the basis therefore. Unless the Redevelopment Entity receives an objection from Redeveloper to the payment of any such invoice, the Redevelopment Entity may pay the invoice from the Administrative Funds. If Redeveloper makes a timely objection to payment of any Administrative Costs, the Parties shall seek to resolve any such objection within fourteen (14) days of its receipt by the Redevelopment Entity. If such objection is not resolved within the fourteen (14) day period, the Redevelopment Entity and Redeveloper agree to refer the matter to an arbitrator, selected pursuant to the American Arbitration Rules, and the arbitrator shall render a determination upon the objection within 30 days of referral of the matter to the arbitrator, each party bearing its own expenses of such arbitration.

(e) The Administrative Costs shall be charged in accordance with any professional service contracts authorized and approved by the Redevelopment Entity. All payments for Administrative Costs shall be made pursuant to invoices from any professionals which state the hours spent, the hourly rate, and the services performed and expenses incurred.

(f) Additional Deposits shall be made by Redeveloper upon the Redevelopment Entity's request in writing. Redeveloper agrees to pay the Additional Deposits within ten (10) days of the Redevelopment Entity's written request. The Parties acknowledge that Additional Deposits may be required until such time that a Redevelopment Agreement is entered into, which shall otherwise address administrative costs, or the Parties determine not to enter into a Redevelopment Agreement, or Redeveloper is not designated as redeveloper of the Project or such designation expires or otherwise terminates.

(g) Upon Termination of this Agreement, the Redevelopment Entity shall, at Redeveloper's written request, render a written final accounting to Redeveloper of the uses of the Administrative Funds. In the event Redeveloper desires an accounting of the expenses or fees paid for Administrative Costs prior to such time, it may request such in writing to the Administrative Agent.

(h) Any Administrative Funds not expended upon the termination of this Agreement shall be paid to the Redeveloper within 30 days of Termination.

Section 1.02. General

(a) The Redevelopment Entity has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement have been duly executed and delivered by or on behalf of Redevelopment Entity and constitute legal, valid and binding obligations of Redevelopment Entity enforceable against Redevelopment Entity in accordance with it terms.

(b) The Redeveloper has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement have been duly executed and delivered by or on behalf of Redeveloper and constitute legal, valid and binding obligations of Redevelopment Entity enforceable against Redeveloper in accordance with it terms.

(c) This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. The Parties agree that any action instituted regarding this Agreement shall be filed in Monmouth County, New Jersey. The Parties hereto irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in this Agreement. The Parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties hereto waive any objection to venue in such state and any objection to an action or proceeding in such state on the basis of forum non conveniens.

(d) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective heirs, successors and assigns. This Agreement may be amended, modified, superseded, waived or cancelled only by a written instrument executed by all the Parties hereto.

(e) The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive the Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing signed by the Party to be charged.

(f) This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when taken together, shall be deemed one and the same instrument.

(g) Any notices, demands and communications between the Redevelopment Entity and Redeveloper shall be deemed given if sent to the addresses set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of deliver is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as any Party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

Redevelopment Entity: Donna Vieiro, City of Asbury Park

Redeveloper: Interfaith Neighbors: Paul L. McEvily, Executive Director

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties execute this Agreement.

INTERFAITH NEIGHBORS, INC.,
a New Jersey non-profit corporation

By: _____

Dated: _____

Witnessed:

CITY OF ASBURY PARK,
a New Jersey municipal corporation

By: _____
Donna Vieiro, City Manager

Dated: _____

Witnessed:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-518

An escrow agreement to take escrow deposits from redeveloper to pay city's legal fees for negotiation of redeveloper's agreement for the property located at 1201 Memorial Drive (the project area)



RESOLUTION NO. 2021-518

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

RESOLUTION OF THE CITY OF ASBURY PARK APPROVING AN ESCROW AGREEMENT BY AND BETWEEN THE CITY AND JEMAL'S BRAVERMAN BUILDING LLC FOR A REDEVELOPMENT PROJECT AT 1201 MEMORIAL DRIVE, BLOCK 203, LOT 5

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment or areas in need of rehabilitation and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, the City of Asbury Park (the “City”) designated Block 203, Lot 5 in the City of Asbury Park, commonly, known as 1201 Memorial Drive (the “Project Area”), as an area in need of rehabilitation (the “Memorial Drive Property Redevelopment Area”), and thereafter adopted the Memorial Drive Property Redevelopment Plan in accordance with N.J.S.A. 40A:12-7 for the Memorial Drive Property Redevelopment Area (the “Redevelopment Plan”); and

WHEREAS, Jemal’s Braverman Building LLC (the “Developer”) plans to develop the Project Area as a residential multifamily project in accordance with the Redevelopment Plan (the “Project”); and

WHEREAS, the City in order to implement this Project in the Project Area as part of, and furtherance of the Redevelopment Plan, will require the parties to negotiate and enter into a Redevelopment Agreement; and

WHEREAS, the City desires to see completion of the Project as soon as practicable and to see the Project succeed so the residents, businesses or property owners in Redevelopment Area may benefit because of the substantial reinvestment in the neighborhood; and

WHEREAS, the City and the Developer will enter into an agreement in substantially the form attached hereto entitled Agreement to Provide for Payment of Administrative Costs (“Escrow Agreement”) a copy of which is attached hereto as Exhibit A with respect to the Project to ensure the funding of the City’s expenses associated with the Project and the negotiation of a and the City desires to approve the same in accordance with the Act and the Redevelopment Plan; and

WHEREAS, the Mayor and City Council believe that the execution of the Escrow Agreement is in the best interest of the City and desires to approve the Escrow Agreement and authorize the execution of the same;

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

(1) Recitals. The recitals hereto are fully incorporated herein as if set forth at length

(2) Approval of the Escrow Agreement. The Escrow Agreement, and the related exhibits thereto, substantially in the form attached hereto as **Exhibit A**, is hereby approved, together with any changes, insertions and omissions thereto as the City Manager, after consultation with redevelopment counsel to the City, deem in their collective discretion to be necessary or desirable for the execution thereof.

(3) Execution of the Escrow Agreement. The City Manager of the City of Asbury Park, in the County of Monmouth (the “City Manager”) is hereby authorized and directed, upon satisfaction of all legal conditions precedent to the execution and delivery by the City of the Escrow Agreement, together with each of the exhibits to which the City is a signatory, in substantially the form of the draft attached hereto and such changes as may be provided in accordance with Section 3 hereof.

(4) Attestation and Sealing of the Escrow Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Escrow Agreement and required exhibits in accordance with the terms of Section 4 hereof, to attest to the signature of the City Manager upon such documents and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such documents.

(5) Implementation of the Escrow Agreement. Upon execution and attestation and placing of the seal of the Escrow Agreement as contemplated by Sections 4 and 5 hereof, the City Manager and City staff and professionals are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto, (ii) perform such other actions as the City Manager deems necessary or desirable in relation to the exaction and delivery of the Escrow Agreement; (iii) negotiate the terms and conditions of a Redevelopment Agreement within the Developer and (iv) execute, deliver and accept the normal and customary documents in this regard and undertake all actions reasonably necessary to effectuate the purpose and intent of the Escrow Agreement and the Resolution.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-518 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK

EXHIBIT A

**AGREEMENT TO
PROVIDE FOR PAYMENT OF ADMINISTRATIVE COSTS**

This **AGREEMENT**, made this ____ day of _____, 20__ ("the Effective Date"), by and between the **CITY OF ASBURY PARK** (the "Redevelopment Entity") , a New Jersey municipal corporation with offices at One Municipal Plaza, Asbury Park, New Jersey, 07712 and **JEMAL'S BRAVERMAN BUILDING LLC** ("Redeveloper"), a New Jersey limited liability company with offices at _____, (singularly, a "Party," collectively referred to as "the Parties").

RECITALS

WHEREAS, the City of Asbury Park (the "City") is empowered, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), to declare certain properties located within the City of Asbury Park as areas in need of redevelopment or areas in need of rehabilitation, and to adopt and implement redevelopment plans, and carry out redevelopment projects; and

WHEREAS, the Redeveloper desires to develop the properties located at 1201 Memorial Drive, Asbury Park New Jersey, Block 203, Lot 5 on the Tax Maps of the City of Asbury, known as the Memorial Drive Property (the "Project Site"); and

WHEREAS, the Redeveloper has agreed to enter into this Agreement to, among other things, reimburse the Redevelopment Entity for costs incurred by the Redevelopment Entity in the review of Redeveloper's proposals for redevelopment; development of any amendments to the redevelopment plan necessary for the proposed projects by the Redeveloper; and negotiation and execution of a redevelopment agreement; and for such other costs as the Parties may agree; and

WHEREAS, the Redevelopment Entity will incur certain costs, of outside professional consultants such as attorneys, planners and engineers, related to the review of the proposed projects of Redeveloper and associated agreements (the "Administrative Costs"); and

WHEREAS, Redeveloper agrees to pay for these reasonable Administrative Costs as hereafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants, and other good and valuable consideration, the Parties hereto agree as follows:

The Recitals set forth above are incorporated and made a part of this Agreement.

Section 1.01. Administrative Costs

(a) The Redevelopment Entity agrees to serve as Administrative Agent as set forth in this Agreement.

(b) Redeveloper agrees to make payment of an Initial Deposit of the sum of Fifteen Thousand Dollars (\$15,000.00) to the Redevelopment Entity, upon its execution and delivery of

this Agreement to the Redevelopment Entity, to be held and disbursed in accordance with the terms hereof and to make Additional Deposits (together with the Initial Deposit, the "Administrative Funds") when the Administrative Funds are reduced to Two Thousand Five Hundred Dollars (\$2,500.00) to replenish the Administrative Funds to the amount of Fifteen Thousand Dollars (\$15,000.00). The Redevelopment Entity hereby acknowledges receipt of the Initial Deposit and agrees to hold and release it in accordance with this Agreement.

(c) The Redevelopment Entity shall deposit the Administrative Funds in a separate interest-bearing account maintained by the Redevelopment Entity. Interest earned shall be applied as part of the Administrative Funds.

(d) The Redevelopment Entity shall pay all Administrative Costs incurred, subject to review by Redeveloper, in accordance with the following provisions: The Redevelopment Entity shall provide copies of all invoices incurred for Administrative Costs to Redeveloper. Redeveloper may object to the payment of any invoice, by informing the Redevelopment Entity, in writing, within fifteen (15) days of Redeveloper's receipt of an invoice, of such objection and the basis therefore. Unless the Redevelopment Entity receives an objection from Redeveloper to the payment of any such invoice, the Redevelopment Entity may pay the invoice from the Administrative Funds. If Redeveloper makes a timely objection to payment of any Administrative Costs, the Parties shall seek to resolve any such objection within fourteen (14) days of its receipt by the Redevelopment Entity. If such objection is not resolved within the fourteen (14) day period, the Redevelopment Entity and Redeveloper agree to refer the matter to an arbitrator, selected pursuant to the American Arbitration Rules, and the arbitrator shall render a determination upon the objection within 30 days of referral of the matter to the arbitrator, each party bearing its own expenses of such arbitration.

(e) The Administrative Costs shall be charged in accordance with any professional service contracts authorized and approved by the Redevelopment Entity. All payments for Administrative Costs shall be made pursuant to invoices from any professionals which state the hours spent, the hourly rate, and the services performed and expenses incurred.

(f) Additional Deposits shall be made by Redeveloper upon the Redevelopment Entity's request in writing. Redeveloper agrees to pay the Additional Deposits within ten (10) days of the Redevelopment Entity's written request. The Parties acknowledge that Additional Deposits may be required until such time that a Redevelopment Agreement is entered into, which shall otherwise address administrative costs, or the Parties determine not to enter into a Redevelopment Agreement, or Redeveloper is not designated as redeveloper of the Project or such designation expires or otherwise terminates.

(g) Upon Termination of this Agreement, the Redevelopment Entity shall, at Redeveloper's written request, render a written final accounting to Redeveloper of the uses of the Administrative Funds. In the event Redeveloper desires an accounting of the expenses or fees paid for Administrative Costs prior to such time, it may request such in writing to the Administrative Agent.

(h) Any Administrative Funds not expended upon the termination of this Agreement shall be paid to the Redeveloper within 30 days of Termination.

Section 1.02. General

(a) The Redevelopment Entity has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement have been duly executed and delivered by or on behalf of Redevelopment Entity and constitute legal, valid and binding obligations of Redevelopment Entity enforceable against Redevelopment Entity in accordance with it terms.

(b) The Redeveloper has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement have been duly executed and delivered by or on behalf of Redeveloper and constitute legal, valid and binding obligations of Redevelopment Entity enforceable against Redeveloper in accordance with it terms.

(c) This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. The Parties agree that any action instituted regarding this Agreement shall be filed in Monmouth County, New Jersey. The Parties hereto irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in this Agreement. The Parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties hereto waive any objection to venue in such state and any objection to an action or proceeding in such state on the basis of forum non conveniens.

(d) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective heirs, successors and assigns. This Agreement may be amended, modified, superseded, waived or cancelled only by a written instrument executed by all the Parties hereto.

(e) The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive the Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing signed by the Party to be charged.

(f) This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when taken together, shall be deemed one and the same instrument.

(g) Any notices, demands and communications between the Redevelopment Entity and Redeveloper shall be deemed given if sent to the addresses set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of deliver is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as any Party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent to the Redevelopment Entity and the Redeveloper.

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties execute this Agreement.

JEMAL'S BRAVERMAN BUILDING LLC,
a New Jersey limited liability company

By: _____

Dated: _____

Witnessed:

CITY OF ASBURY PARK,
a New Jersey municipal corporation

By: _____
Donna Vieiro, City Manager

Dated: _____

Witnessed:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-519

Resolution authorizing an award to Traffic Lines for Traffic Striping from 1/1/22 thorough 12/31/23. Two bids were received on 11/30/21: Traffic Lines - grand total: \$334.50 and Dan Swayze & Sons grand total - \$3,755.00 and total line items - 27. In 2020 Traffic Lines was awarded the bid - grand total \$93.20 with only 17 line items.



RESOLUTION NO. 2021-519

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

AWARDING BID FOR TRAFFIC STRIPPING TO TRAFFIC LINES, INC.

WHEREAS, the City of Asbury Park received and opened sealed bids on November 30, 2021 for Traffic Stripping; and

WHEREAS, the lowest responsible and responsive bidder of the two (2) bids received is Traffic Lines, Inc.; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account Number 2-06-55-502-000-211 upon the adoption of the official budget; and

WHEREAS, it is the desire of the governing bid to award a contract for Traffic Stripping to Traffic Lines, Inc. for a period of January 1, 2022 through December 31, 2023; 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 Stripping.

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, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-519 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

CERTIFIED BY ME THIS 8th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

VENDOR NAME	Traffic Lines, Inc.		Dan Swayze & Sons, Inc	
ADDRESS	5100 Asbury Road Farmingdale, NJ 07727		2351 Waldheim Avenue Scotch Plains, NJ 07076	
CONTACT	Mark Sergeant		Rose Marie Swayze	
TELEPHONE NUMBER	(732) 919-3100		(908) 789 - 1336	
EMAIL ADDRESS	trafficlines@gmail.com		rmswayze@verizon.net	
Handicap staff with symbol as per ADA, paint (each)	\$	60.00	\$	100.00
Shared Lane Marking (Sharrow), paint (each)	\$	60.00	\$	200.00
Bike Lane Symbol, Paint (each)	\$	60.00	\$	200.00
Lane-Use directional arrows, paint (each)	\$	60.00	\$	150.00
Four inch solid blue crosshatching, thermoplastic (linear foot)	\$	1.50	\$	20.00
Four inch white traffic stripping, thermoplastic (linear foot)	\$	0.80	\$	2.50
Four inch yellow traffic stripping, thermoplastic (linear foot)	\$	0.80	\$	2.50
Six inch traffic stripping, thermoplastic (linear foot)	\$	1.20	\$	5.00
Twelve inch white traffic stripe. Thermoplastic (linear foot)	\$	2.40	\$	10.00
Twenty-four inch white traffic stripes, thermoplastic (linear foot)	\$	4.80	\$	20.00
Streetbond SB 150 green, Bicycle Lane (square foot)	\$	6.00	\$	1,000.00
Waterborne latex traffic paint green, Bicycle Lane (square foot)	\$	3.00	\$	50.00
Methyl Methacrylate green, Bicycle Lane (square foot)	\$	9.00	\$	1,000.00
Numeric characters, paint (each):				
Four inch white or yellow	\$	1.00	\$	100.00
Six inch white or yellow	\$	1.00	\$	12.00
Eight inch white or yellow	\$	1.00	\$	16.00
Ten inch white or yellow	\$	1.00	\$	100.00
Twelve inch white or yellow	\$	1.00	\$	24.00
Elongated Regulatory/Warning Numeric Characters	\$	2.00	\$	85.00
Letter characters, paint (each):				
Four inch white or yellow	\$	1.00	\$	100.00
Six inch white or yellow	\$	1.00	\$	8.00
Eight inch white or yellow	\$	1.00	\$	16.00
Ten inch white or yellow	\$	1.00	\$	100.00
Twelve inch white or yellow	\$	1.00	\$	24.00
Elongated Regulatory/Warning Numeric Characters	\$	2.00	\$	85.00
Removal of conflicting marks (linear foot)	\$	1.00	\$	100.00
Installation of Signage (Poles & Signage provided by the City) each	\$	50.00	\$	225.00
TOTAL EACH LINE ITEM	\$	334.50	\$	3,755.00

NOTES:

Missing the Ethics Statement.
Page 12 section E:
Failure to include this statement
will result in disqualification

RECOMMENDATION: Award contract to Traffic Lines, Inc.

Attachment: BID Tabulations - Traffic Striping (2021-519 : Awarding Bid for Traffic Striping)



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Jesse Kendle, City Councilmember

Donna M. Vieira, City Manager

BID SPECIFICATIONS FOR

TRAFFIC STRIPING

ISSUE DATE: November 6, 2021

DUE DATE: November 30, 2021 12:00 PM

ISSUED BY:

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

BID PROPOSAL

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

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, 2022 through December 31, 2023. 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
 - 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 30, 2021

Date

732-919-3101

Fax Number

trafficlines@gmail.com

E-mail address

Attachment: Traffic Lines_20211130_082653 (2021-519 : 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 30, 2021 at the time of 12:00 pm 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

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. All respondents also must provide a statement on letterhead if they have any ethics violation pending or active against them. If there are "none", then the letter must reflect that

It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or the individual responding. Failure to include this statement will result in disqualification.

F. 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.

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

G. 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

H. 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.

I. ELECTON 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.

☐ J. 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.

☐ K. 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.

☒ L. 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/lssc/lspubcon.html.

☒ M. 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.

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

☒ N. 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, 2022 through December 31, 2023. 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_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

City of Asbury Park
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
	Bid Submission Checklist	
☒	Bid Proposal Form, Including Pricing Sheet	MS
☒	Acknowledgment of Receipt of Addenda	MS
☒	Proof of Business Registration	MS
☒	Public Works Contractor Certificate	MS
☒	Stockholder Disclosure Certification Statement of Ownership	MS
☒	Disclosure of Investment Activities in Iran	MS
☒	Election Contributions Disclosure Form Acknowledgment	MS
☒	Non-Collusion Affidavit	MS
☒	Prevailing Wage Compliance Declaration	MS
☒	American Products Certification	MS
☒	New Jersey Anti-Discrimination	MS
☒	Ethics Statement	MS
☒	Americans with Disabilities Act of 1990 Language	MS
☒	Mandatory Affirmative Action Language	MS
☒	W9 Form	MS

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

ATTACHMENT II

Notice to Bidders

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

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 30, 2020 at 12:00 PM 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.

Please include one original unbound proposal and one digital copy on a media (CDR, 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:
Saturday, November 6, 2021

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

ATTACHMENT III

Acknowledgement of Receipt of Addenda

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 30, 2021

ATTACHMENT IV

Affirmative Action Compliance

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

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 30, 2021

Attachment: Traffic Lines_20211130_082653 (2021-519 : 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 26, 2021

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, 2021 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
Acting Director
Division of Civil Rights and Affirmative Action

VT-A/smm
c: File

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

**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_20211130_082653 (2021-519 : 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

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

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:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation ☐ Non-Profit

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

Stockholders:

Name: Mark Sergeant

Name: _____

Home Address: 6 Island Road

Home Address: _____

Rumson, NJ 07760

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 30 day of
November, 2021.

(Notary Public)

Laraine A. Berry

My Commission expires:

LARAINA A. BERRY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 13, 2024

Mark Sergeant
 (Affiant)

Mark Sergeant, President

(Print name & title of affiant)

(Corporate Seal)

ATTACHMENT VIII

Proof of Business Registration

Attachment: Traffic Lines_20211130_082653 (2021-519 : 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.

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 BUSINESS REGISTRATION CERTIFICATE

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 IX

Disclosure of Investment Activities in Iran

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

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. 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 <u>listed</u> 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. <u>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.</u>
---	--

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 30, 2021

ATTACHMENT X

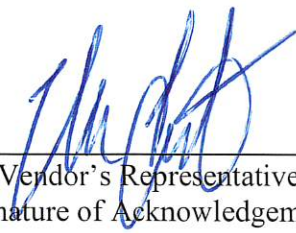
Election Contributions Disclosure Notification Form

Attachment: Traffic Lines_20211130_082653 (2021-519 : 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.



Vendor's Representative
Signature of Acknowledgement

11/30/2021

Date of Acknowledgement

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

Attachment XI

Non-Collusion Affidavit

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

ss:

I, Mark Sergeant residing in Rumson
(name of affiant) (name of municipality)
in the County of Monmouth and State of New Jersey of
full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Traffic Lines, Inc.
(Title or position) (Name of firm)

_____ the bidder making this Proposal for the bid

entitled Traffic Striping, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

City of Asbury Park relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Traffic Lines, Inc.

Subscribed and sworn to

before me this day

November 30, 2021

Laraine A. Berry
Notary public of

Signature

Mark Sergeant, President

(Type or print name of affiant under signature)

My Commission expires

(Seal)

LARAINA A. BERRY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 13, 2024

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

Attachment XII

Public Works Contractor Certificate

Attachment: Traffic Lines_20211130_082653 (2021-519 : 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.

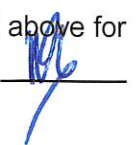
(Bidder Name)

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_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

Certificate Number
604990

Registration Date: 03/25/2020
Expiration Date: 03/24/2022



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.
2020

A handwritten signature in black ink, appearing to read "RA Angelo".

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: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

Attachment XIII

W9 Form

Attachment: Traffic Lines_20211130_082653 (2021-519 : Awarding Bid for Traffic Stripping)

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 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Traffic Lines, Inc.																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific instructions on page 3.	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 ☐ 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) ▶ _____ ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ 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. 5100 Asbury Road																																																			
6 City, state, and ZIP code Farmingdale, NJ 07727		Requester's name and address (optional)																																																		
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 <i>How to get a TIN</i> , later. Note: 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.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="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="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">5</td> <td style="width: 25px; height: 25px; text-align: center;">3</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> </tr> </table>			Social security number																				or										Employer identification number										2	2	-	2	1	5	3	1	6	9
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or																																																				
Employer identification number																																																				
2	2	-	2	1	5	3	1	6	9																																											
Part II Certification Under penalties of perjury, I certify that:																																																				
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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 this certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶	Date ▶ 11/30/2021																																																		
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 .																																																				
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-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. <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> • Form 1099-INT (interest earned or paid)																																																				
Cat. No. 10231X																																																				
Form W-9 (Rev. 10-2018)																																																				

AMERICAN PRODUCTS CERTIFICATE
(Pursuant to N.J.S.A. 40A:11-18)

City of Asbury Park
Traffic Stripping

Traffic Lines, Inc.

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components and an analysis that supports its applicability to the component or components;

– OR –

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packet, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing or further supporting such information as required by the Owner or State to request and as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the AMERICAN PRODUCTS CERTIFICATION:



5100 ASBURY ROAD • FARMINGDALE, NEW JERSEY 07727 • 732-919-3100 • FAX: 732-919-3101

November 30, 2021

Tracy Lizardi, Director of Purchasing
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

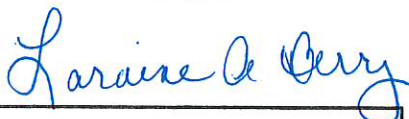
Please be advised that there are no ethics violations existing against Traffic Lines, Inc. or any of its officers.

Sincerely,



Mark Sergeant
President

Sworn to and subscribed
before me this
30 day of Nov., 2021



LARAINA A. BERRY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 13, 2024



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-520

Amendment to redevelopment bonds, regarding optional redemption provisions. This resolution will amend the trust indenture so the redevelopment bonds will not be subject to optional redemption.



RESOLUTION NO. 2021-520

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

RESOLUTION OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING THE DESIGNATION OF VARIOUS REDEVELOPMENT AREA BONDS AS NOT BEING SUBJECT TO OPTIONAL REDEMPTION

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law” or the “Act”), and that certain redevelopment plan dated as of June 5, 2002 (as may be amended or supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”) and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, pursuant to various authorization proceedings, including (a) the “Indenture of Trust” (the “Shelf Master Indenture”) dated as of July 1, 2013 by and between the City and U.S. Bank National Association (the “Trustee”), as the trustee and, as amended and supplemented by a “First Supplemental Indenture” dated as July 1, 2013 by and between the City and the Trustee (the “Shelf First Supplemental Indenture”), a “Second Supplemental Indenture” dated as of January 1, 2016 by and between the City and the Trustee (the “Shelf Second Supplemental Indenture”), a “Third Supplemental Indenture” dated as of January 1, 2016 by and between the City and the Trustee (the “Shelf Third Supplemental Indenture”) and a “Fourth Supplemental Indenture” dated as of June 1, 2021 by and between the City and the Trustee (the “Shelf Fourth Supplemental Indenture” and together with the Shelf Master Indenture, the Shelf First Supplemental Indenture, the Shelf Second Supplemental Indenture and the Shelf Third Supplemental Indenture, as the same may be further amended and supplemented, the “Shelf Indenture”), (b) an Indenture of Trust dated as of January 1, 2016 by and between the City and the Trustee, as amended and supplemented by a First Supplemental Indenture dated as of January 1, 2016 (collectively the “Hotel Indenture”); and (c) an Indenture of Trust dated as of December 1, 2016, by and between the City and the Trustee, as amended and supplemented by a First Supplemental Indenture dated as of December 1, 2016 (collectively, the “1101 Indenture” and together with the Shelf Indenture and the Hotel Indenture, the “Indenture of Trust”), the City has issued the following bonds, all of which Bonds are subject to “optional redemption” as outlined in the Indenture of Trust:

\$1,055,000 RABs (Waterfront Redevelopment Area Infrastructure Project), Series 2013A dated July 19, 2013 owned by Bond Portfolio Holdings LLC (the “July 2013 Bonds”);

\$920,000 RABs (Block 4014 Hotel Infrastructure Project-Phase IIIB) dated January 7, 2016 owned by Bond Portfolio Holdings LLC (the “January 2016-1 Bonds”);

\$1,465,000 RABs (Waterfront Redevelopment Area Infrastructure Project), Series 2016A dated January 7, 2016 owned by Bond Portfolio Holdings LLC (the “January 2016-2 Bonds”);

\$1,980,000 RABs (Waterfront Redevelopment Area Infrastructure Project), Series 2016B dated January 7, 2016 owned by Bond Portfolio Holdings LLC (the January 2016-3 Bonds”);

\$2,235,000 RABs (Block 4002 Infrastructure Project - Non-Residential), Series 2016B dated December 29, 2016 owned by Bond Portfolio Holdings II, LLC (the December 2016-1 Bonds”);

\$13,640,000 RABs (Block 4002 Infrastructure Project - Residential), Series 2016A dated December 29, 2016 owned by Bond Portfolio II, LLC (the “December 2016-2 Bonds” and together with the July 2013 Bonds, the January 2016-1 Bonds, the January 2016-2 Bonds, the January 2016-3 Bonds and the December 2016-1 Bonds, the “Bonds”); and

WHEREAS, at the request of the Master Developer and the holders and owners of the Bonds, the City desires to amend the terms of the optional redemption provisions and designate such Bonds as not being subject to optional redemption.

NOW THEREFORE BE IT RESOLVED 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 City hereby determines to change the terms of the optional redemption provisions and designate the Bonds as not being subject to optional redemption, upon its receipt of any required documentation or actions (including any documents or actions required by the Indenture of Trust), if any, necessary to undertake said change in terms.

Section 2. The Mayor, Deputy Mayor or City Manager (each an “Authorized Officer”) are each hereby authorized and directed to execute and deliver such indentures, agreements, papers, instruments, certificates, opinions, affidavits and documents and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution in accordance with the Indenture of Trust. The Authorized Officers and any other City official, officer or professional including, but not limited to, the Chief Financial Officer, the City Clerk, redevelopment counsel, bond counsel, the municipal advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the municipal advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 3. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Indenture of Trust.

Section 4. This Resolution shall take effect immediately upon adoption.

**CERTIFICATION OF CITY CLERK
REGARDING ADOPTION OF RESOLUTION**

I, Melody Hartsgrrove, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), HEREBY CERTIFY that the attached resolution entitled, **"RESOLUTION OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING THE DESIGNATION OF VARIOUS REDEVELOPMENT AREA BONDS AS NOT BEING SUBJECT TO OPTIONAL REDEMPTION"**, was adopted by the City Council at a meeting duly called and held on December 8, 2021 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and that such resolution was adopted by the following vote:

Ayes:

Nays:

and that the attached resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ___ day of _____, 2021.

MELODY HARTSGROVE,
CLERK OF THE CITY OF ASBURY PARK

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-520 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-521

Issuance of general and sewer capital bonds to fund various Ordinances. Bonds to be sold through the MCIA.



RESOLUTION NO. 2021-521

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

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT TO EXCEED \$3,487,741 GENERAL OBLIGATION BONDS OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE POOLED GOVERNMENTAL LOAN PROGRAM

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has determined that there exists a need within the City to finance the costs of various capital improvements throughout the City (the "Project"); and

WHEREAS, the City Council has duly adopted various bond ordinances (the "Ordinances") to appropriate moneys and authorize the issuance of bonds or bond anticipation notes to undertake the Project; and

WHEREAS, the City has determined to finance the Project with the proceeds of a loan (the "Loan") to be made to the City by the Monmouth County Improvement Authority (the "MCIA") in connection with the Pooled Governmental Loan Program (the "Program"); and

WHEREAS, in order for the City to receive the Loan from the MCIA, it is necessary to combine the bonds authorized under said Ordinances into one consolidated issue of general obligation bonds in the aggregate principal amount of not to exceed \$3,487,741 (to be issued in one or more separate series aggregating said amount and to memorialize the applicable obligations of the general or utility funds purposes of the City), pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"); and

WHEREAS, to evidence the Loan, the MCIA also requires the City to authorize, execute, attest and deliver the City's not to exceed \$3,487,741 General Obligation Bonds (to be issued in one or more series separate series aggregating said amount and to memorialize the applicable obligations of the general or utility funds purposes of the City) (the "Bonds") in accordance with the provisions hereof and pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law") and other applicable law; and

WHEREAS, section 27(a)(2) of the Local Bond Law allows for the sale of the Bonds to the MCIA without any public offering, all under the terms and conditions set forth herein and in a Bond Purchase Agreement by and between the City and the MCIA to be dated as of the date of the sale of such Bonds.

NOW THEREFORE, BE IT RESOLVED BY A TWO-THIRDS VOTE OF THE FULL MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, as follows:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of the City, authorized pursuant to the bond ordinances of the City heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Obligation Bonds in the aggregate principal amount of not to exceed \$3,487,741 to be issued in one series or more separate series aggregating said amount and to memorialize the applicable obligations of the general or utility funds purposes of the City.

Section 2. The principal amount of bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in each of the bond ordinances are respectively as follows:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue Not To Exceed</u>	<u>Useful Life</u>
2019-9	<u>General Improvement Bonds</u>		
	Various 2019 Capital Improvements, Finally Adopted March 13, 2019	\$1,800,000	7.88 years
	<u>Not To Exceed Total Of General Improvement Bonds</u>	\$1,800,000	7.88 avg.
3038, As Amended By 2020-23	<u>Sewer Utility Bonds</u>		
	Improvements To Sewer Plant, Finally Adopted January 16, 2013 (3038) and September 9, 2020 (2020-03)	\$1,687,741	20.00 years
	<u>Not To Exceed Total Of Total Sewer Utility Bonds</u>	\$1,687,741	20.00 avg.
	<u>NOT TO EXCEED TOTAL BONDS</u>	<u>\$3,487,741</u>	

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

(a) The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is not more than 7.88 years for the General Improvement Bonds, and not more than 20.00 years for the Sewer Utility Bonds.

(b) The Bonds of the combined issue shall be designated “General Obligation Bonds, Series 202_” (or such other designation if such Bonds are issued in one or more separate

series to memorialize the applicable obligations of the general or utility funds purposes of the City) and shall mature within the average period of usefulness hereinabove determined.

(c) The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 2 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, a deduction may be taken in any annual or supplemental debt statement.

Section 5. In accordance with the provisions of N.J.S.A. 40A:2-27(a)(2), the City hereby sells and awards the City's not to exceed \$3,487,741 General Obligation Bonds (collectively, the "Bonds") to the MCIA in accordance with the provisions hereof and in accordance with the terms of a Bond Purchase Agreement by and between the City and the MCIA (the "Bond Purchase Agreement"). The Mayor of the City (the "Mayor") or Chief Financial Officer of the City (the "Chief Financial Officer") are each hereby authorized and directed on behalf of the City, in consultation with Bond Counsel (as hereinafter defined), to negotiate the terms of such Bond Purchase Agreement, to be dated the date of sale of the Bonds, to approve the terms of aforesaid Bond Purchase Agreement and to execute and deliver said Bond Purchase Agreement to the MCIA. The Bonds have been referred to and described in the Ordinances having been finally adopted at duly called and held meetings of the City Council and published as required by law and which Ordinances were combined for purposes of sale pursuant to this resolution, all pursuant to terms of the Local Bond Law and other applicable law.

Section 6. The Chief Financial Officer of the City is hereby authorized and directed to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the MCIA and the terms and conditions hereof and set forth in the Bond Purchase Agreement, the following items with respect to the Bonds, except those terms and conditions which are set forth in the Bond Purchase Agreement:

- (a) The aggregate principal amount of the Bonds to be issued, provided that the total amount of Bonds issued shall not exceed the aggregate principal amount of \$3,487,741 (which may be issued in one or more separate series aggregating said amount and to memorialize the applicable obligations of the general or utility funds purposes of the City);

- (b) The maturity and principal installments of the Bonds, which maturity shall not exceed 7.88 years for the General Improvement Bonds and not exceed 40 years for the Sewer Utility Bonds;
- (c) The date of the Bonds;
- (d) The interest rates of the Bonds;
- (e) The purchase price of the Bonds; and
- (f) The terms and conditions under which the Bonds shall be subject to redemption prior to their stated maturities.

Section 7. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Bonds by the parties authorized under Section 8(c) hereof.

Section 8. The City Council hereby determines that certain terms of the Bonds shall be as follows:

- (a) The Bonds shall be issued in a single denomination and shall be numbered GO-1 (or such other designation if such Bonds are issued in one or more separate series to memorialize the applicable obligations of the general or utility funds purposes of the City);
- (b) The Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Bonds shall be executed by the manual or facsimile signatures of the Mayor of the City and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the City (the “City Clerk”).

Section 9. The Bonds shall be in the form set forth in Exhibit A attached hereto with such additions, deletions and omissions as may be necessary for the City to comply with the requirements of the Program, upon the advice of Bond Counsel to the City (as defined herein).

Section 10. The law firm of Archer & Greiner P.C., Red Bank, New Jersey, Bond Counsel to the City (“Bond Counsel”), the City Engineer, the City Attorney and the City Auditor are each hereby authorized and directed to perform all actions necessary to consummate the issuance of the Bonds and the Project for which the Bonds are issued including, but not limited to, drafting and arranging for the printing and execution of the Bonds and all applicable documentation necessary to memorialize and consummate the issuance of the Bonds and the undertaking of the Project, preparing all necessary financial information, all engineering and design work, preparation of plans and specifications and conducting all necessary studies, searches and analysis in connection

with the issuance of the Bonds and the undertaking of the Project. The Mayor, the Chief Financial Officer, the City Clerk, the City Attorney and any other City representative (including Bond Counsel or the City Auditor) are each hereby authorized and directed to execute and deliver any certificates necessary or desirable in connection with the financial and other information.

Section 11. The Mayor, the Chief Financial Officer, the City Clerk and any other City representative, are each hereby authorized and directed to (i) execute any certificates or documents necessary or desirable in connection with the sale of the Bonds, including the Bond Purchase Agreement, or the undertaking of the Project and each are hereby further authorized and directed to deliver same to the MCIA upon delivery of the Bonds and the receipt of payment therefor or in accordance with the Program and (ii) perform such other actions as they deem necessary, desirable or convenient, in consultation with Bond Counsel, in relation to the execution and delivery thereof.

Section 12. Upon the adoption hereof, the Borough Clerk shall forward certified copies of this resolution: via email, to (i) Marion Masnick of the MCIA at Marion.Masnick@co.monmouth.nj.us, and (ii) John M. Cantalupo, Esq., of Archer & Greiner P.C., Red Bank, New Jersey, Bond Counsel to the Borough, at jcantalupo@archerlaw.com.

Section 13. This resolution shall take effect immediately.

EXHIBIT A

UNITED STATES OF AMERICA
CITY OF ASBURY PARK
IN THE COUNTY OF MONMOUTH
STATE OF NEW JERSEY

[GENERAL IMPROVEMENT BOND][SEWER UTILITY BOND], SERIES 202_

NUMBER GO-[1][2]

DATE OF ORIGINAL ISSUE: _____, 202_

REGISTERED OWNER: Monmouth County Improvement Authority

PRINCIPAL SUM: _____ Dollars
(\$_____)

THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, a body politic and corporate of the State of New Jersey (the "City"), hereby acknowledges itself indebted and for value received promises to pay to the order of the Monmouth County Improvement Authority (the "Authority"), c/o _____, _____, _____ (the "Trustee"),

Account Number _____, the Principal Sum specified above payable in the amounts and on the dates specified and set forth on Schedule A attached hereto and by this reference made a part hereof, and to pay interest on such sum from the Date of Original Issue of this Bond until payment in full at the interest rates per annum and in the amounts and dates specified and set forth on Schedule A attached hereto and by this reference made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee five Business Days prior to each June 1 and December 1, commencing June 1, 202__, in an amount equal to the interest accruing to each such June 1 and December 1. This Bond as to principal will be payable five Business Days prior to the due date therefor at the corporate trust office of the Trustee. Upon the occurrence of an event of default by the Authority under the bond resolution adopted by the Authority on November 4, 2021 (as the same may be supplemented and amended, the "Resolution") which event of default is directly attributable to a default hereunder or to a default by the City under its Bond Purchase Agreement with the Authority relating to the Authority's purchase of this Bond, or in the event of default in any payments of principal of or interest on this Bond, the Trustee may by notice to the Chief Financial Officer of the City at One Municipal Plaza, Asbury Park, New Jersey 07712, accelerate the principal amount of this Bond all as provided in the Resolution. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This Bond shall be prepayable as set forth in Section 1303 of the Resolution.

Both principal of and interest on this Bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum

equal to the lower of (i) the greater of (a) three percent above the interest rate that JPMorgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate, and (b) the rate then payable on this bond, and (ii) the maximum interest rate allowed by law.

This Bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and is one of the General Obligation Bonds referred to in and issued pursuant to a resolution duly adopted by the City Council on December 8, 2021 entitled, "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT TO EXCEED \$3,487,741 GENERAL OBLIGATION BONDS OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE POOLED GOVERNMENTAL LOAN PROGRAM" and the various bond ordinances referred to therein, all finally adopted, approved and published as required by law.

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

The City agrees to pay (i) all costs and expenses, including legal fees, in connection with the administration and enforcement of this Bond, and (ii) its share of the amounts payable pursuant to Section [9(vi)(C)] of the Bond Purchase Agreement between the City and the Authority.

IN WITNESS WHEREOF, the City of Asbury Park, in the County of Monmouth, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this Bond and the seal to be attested to by the manual signature of the its Clerk, and this Bond to be dated the Date of Original Issue as specified above.

CITY OF ASBURY PARK,
IN THE COUNTY OF MONMOUTH,
STATE OF NEW JERSEY

ATTEST:

(SEAL)

[_____],
Mayor

[Clerk],

[_____] ,
Chief Financial Officer

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please Print or Type Name and Address of Assignee) the within Bond and irrevocably appoints _____ as Attorney to transfer this Bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within Bond in every particular.

Dated:

Signature of Guarantee:

SCHEDULE A

CITY OF ASBURY PARK
IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY

[GENERAL IMPROVEMENT BOND][SEWER UTILITY BOND], SERIES 202_

Schedule of Principal and Interest Payments

(SEE ATTACHED DEBT SERVICE SCHEDULE)

CERTIFICATION

I, MELODY HARTSGROVE, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT TO EXCEED \$3,487,741 GENERAL OBLIGATION BONDS OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE POOLED GOVERNMENTAL LOAN PROGRAM", is a copy of a resolution which was duly adopted by the City Council at a meeting duly called and held on December 8, 2021 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this ____ day of _____, 2021.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

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

RESOLUTION NO. 2021-521 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 8, 2021
RESOLUTION SUMMARY

2021-522



RESOLUTION NO. 2021-522

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

**A RESOLUTION SUPPORTING PENDING LEGISLATION (S-2130/A-1834), WHICH
CREATES THE “COMMUNITY WEALTH PRESERVATION PROGRAM” AND
EXPANDS ACCESS FOR CERTAIN BUYERS TO PURCHASE PROPERTY FROM
SHERIFF’S SALES.**

WHEREAS, the State of New Jersey is consistently listed near the top of rankings for having the highest number of residential foreclosures in the country; and

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) are sensitive to the ramifications associated with residential foreclosures, especially given the economic/income demographics associated with residents of the City; and

WHEREAS, with the above in mind, the Mayor and Council of the City wish to enthusiastically support the enactment and passage of certain bills which are currently pending before the New Jersey State Legislature known as S-2130/A-1834 (also referenced as the “pending legislation”), the intent of which is to keep foreclosed homes within families and discourage investor flipping; and

WHEREAS, the pending legislation, known as the “Community Wealth Preservation Program,” revises Sheriff’s procedures for the sale of residential foreclosure properties in numerous respects, including but not limited to the following:

- Reducing the deposit required at the time of a Sheriff’s sale for residential property from 20% to 3.5%;
- Providing the successful bidder on residential property at a Sheriff’s sale with up to ninety (90) business days to complete the sale, with no interest accruing on the balance of the sale for sixty (60) business days following the sale, whereas current law provides bidders with no more than thirty (30) days to provide the remainder of the purchase price;
- Providing foreclosed-upon New Jersey residents or their next of kin the first opportunity to purchase when a property goes up for auction, or the right of first refusal at the bid price; and

- Providing financial incentives to buyers who live in the house as their primary residence for at least seven (7) years; and

WHEREAS, the Mayor and Council of the City believe that the pending legislation will provide additional protections to local residents who find themselves in the unfortunate circumstance of having their homes subject to foreclosure and who are unable to compete with for-profit investors; and

WHEREAS, for the above reasons, the Mayor and Council wish to formally support S-2130/A-1834, and to urge the New Jersey State Legislature to approve this pending legislation as soon as possible.

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

1. That the Mayor and Council do hereby support the passage and enactment of S-2130/A-1834, which creates the “Community Wealth Preservation Program” and expands access for certain buyers to purchase property from Sheriff’s sales, thereby allowing existing residents a greater opportunity to create equity and save their homes.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Governor Phil Murphy;
 - b. Senate President Stephen M. Sweeney;
 - c. Speaker of the General Assembly Craig Coughlin;
 - d. Senator Nia H. Gill,
 - e. Assemblywoman Britnee N. Timberlake;
 - f. Assemblywoman Cleopatra G. Tucker;
 - g. Assemblywoman Verlina Reynolds-Jackson;
 - h. Senator Vin Gopal;
 - i. Assemblywoman Joann Downey;
 - j. Assemblyman Eric Houghtaling;
 - k. New Jersey League of Municipalities;
 - l. Donna M. Vieiro, City Manager;
 - m. Michael J. Manzella, Deputy City Manager; and
 - n. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-522 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

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

MELODY HARTSGROVE
CITY CLERK



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

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

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

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

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

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-39 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

MELODY HARTSGROVE
CITY CLERK

Exhibit A

Full-Time Employees of the City of Asbury Park

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

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

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

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

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

Part-Time Employees of the City of Asbury Park

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

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



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

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

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

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

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

WHEREAS, the revisions are set forth below.

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

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

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Chapter 15. Rent Leveling Regulations.**§ 15-1. Purpose.**

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

§ 15-2. Definitions.

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

“Board” shall mean the Rent Leveling Board.

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

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

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

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

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

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

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

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

"Officer" shall mean the Rent Regulation Officer.

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

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

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

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

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

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

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

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

§ 15-3. Applicability.

- A. This Chapter shall apply to all rental dwelling units in buildings containing five three (53) or more units, except for the following exemptions:
1. Motels and hotels.
 2. Multiple dwelling units as defined in N.J.S.A. 2A:42-84.1 in a building constructed on or after June 25, 1987 which was not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling, or for thirty (30) years following completion of construction, whichever is less. This exemption applies only where an owner has complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3. This exemption shall not apply to rehabilitated buildings that during their rehabilitation maintained at least two (2) rigid walls and a secured roof.
 3. Housing restricted to students by a school, college or similar accredited institution which owns or controls that housing.
 4. Dwellings in any building containing fourtwo (42) or fewer dwelling units.
 5. Dwellings which are owner-occupied for not less than six (6) months per year.
 6. Dwelling units licensed as a rooming or boarding home by the New Jersey Department of Community Affairs.
 7. Dwelling units licensed as a group home by the New Jersey Department of Community Affairs.
 8. Dwelling units licensed as an emergency shelter for the homeless by the New Jersey Department of Community Affairs.
 9. Dwellings in a building that is completely vacant on or before and since June 1, 2021, provided that said building did not become vacant through unlawful means which can be attributed to the applicant for this exemption. In order to qualify for this exemption, the building vacant since June 1, 2021, must be registered by an applicant with the Rent Regulation Officer, on forms provided by said Officer, before the renting of dwelling units within the vacant building. After the first rental, such dwelling units shall be exempt from initial rent or lease agreement, but all subsequent rents shall be subject to the provisions of this Chapter.

10. Dwellings which are restricted to low-, moderate- or middle-income households via affordability controls, such as but not limited to a deed restriction or funding restriction.

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11. Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged.
 12. Any dwelling for which a landlord has successfully obtained a short-term rental permit pursuant to the City of Asbury Park's Short-Term Rental (STR) Ordinance (City Code § 13-1300).
- B. A dwelling being rented for the first time shall not be restricted in the initial rent charged. Any subsequent rental increases, however, shall be subject to the provisions of this Chapter.

§ 15-4. Rental Registration.

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

1. Landlord Registration Form.

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

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

2. Tenant Lease Property Information Form.

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

- a) Tenant name, phone number and Unit Number;

- b) Number of bedrooms;
- c) Square footage;
- d) Lease Type (Annual/Month-to-Month);
- e) Lease Start and End Date;

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- f) Base rent;
- g) Annual Increase Percentage;
- h) Senior Citizen (Y/N).

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

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

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

§ 15-6. Precedence of Ordinance.

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

§ 15-7. Rent Increase.

- A. Establishment of rents between landlord and tenant in a dwelling unit to which this Chapter is applicable shall hereafter be determined by the provisions of this Chapter.
- B. At the expiration of a lease or at the termination of the lease of a periodic tenant, no landlord may request or receive an increase greater than the percentage increase in the Consumer Price Index (CPI) or three and one-half percent (3.5%)., whichever is greater. The use of CPI shall be based upon the maximum increase during fifteen (15) months prior to the month of the proposed rent increase to three (3) months prior to the month of

the proposed rent increase. For example, if the CPI increase for the applicable period is five percent (5%), the rent increase may not exceed five percent (5%). If the CPI increase for the applicable period is two percent (2%), the rent increase may not exceed three and one half percent (3.5%).

- C. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of

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percentages shall be calculated out two decimal points only and then dropped and not rounded.

- D. No landlord shall request or receive more than one annual rental increase during a twelve (12) month period per dwelling unit unless said dwelling becomes vacant through lawful means.
- E. The allowable annual increase will not be permitted if the dwelling is not in substantial compliance and/or if the landlord has not met the rental registration requirements as specified in this Chapter.
- F. Any rental increase at a time other than at the expiration of a lease or termination of the periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this Chapter shall be void. Determinations under this section shall be made by the Board.

§ 15-8. Vacancy Decontrol.

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

§ 15-9. Tax Appeal; Reduction.

- A. In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit, and the tenant shall receive 50% of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal.

- B. A tenant who has resided in a dwelling unit for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his dwelling unit that is equivalent to the percentage of the tax year which the tenant resided in the dwelling unit.

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- C. Within 45 days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes, the landlord shall notify and provide each tenant of such tax reduction. The notification shall include the calculations involved in computing the tenant's credit, including the property tax for the dwelling unit before the appeal, the reduced property tax for the dwelling unit after the appeal, the number of square feet of the dwelling subject to the lease between the tenant and landlord, the tax decrease per square foot of dwelling unit, the number of square feet occupied by the tenant, the credit to which the tenant is entitled, and how it is being credited to the tenant.
- D. The landlord shall provide the Board a copy of the notification to the tenant, including but not limited to the calculation.

§ 15-10. Appeal by Landlord.

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

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

C. As used in this section:

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

- f) Salaries not included in management fees shall be limited to actual services performed and reasonable for similar position in the area, including rental value, if included in income and expenses and wages and benefits paid;
- g) Advertising shall be actual costs that are reasonable to insure occupancy only;

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- 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

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

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

§ 15-11. Limitation on Increases.

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

§ 15-12. Rent Rebate.

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

§ 15-13. Notice to Tenants.

- A. Any landlord seeking an annual rent increase, a lease renewal or an agreement to extend or renew leases shall provide notice of said action in writing to the tenant at least sixty (60) days prior to the effective date of increase renewal, extension or other action. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least sixty (60) days prior to the proposed date of any hardship appeal increase or capital improvements increase, which notice shall include a copy of the application, including all exhibits supplied in connection with it. No tenant shall be required to sign any such rent increase notice, renewal or agreement to extend or

renew lease until such tenant has had the opportunity to review the documents for a period of five (5) business days.

- B. Prior to any such hardship appeal to the Board for an hardship increase or capital improvements increase, a landlord must post in the lobby of each building, or if no lobby is present, in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for at least 15 business days prior to the proposed date of appeal. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least 15 business days

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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.

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

B. Disclosure Statement.

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

purpose of this section. Any revised Disclosure Statement shall be approved by the City Manager or their designee Council.

§ 15-15. Rent Leveling Board.

A. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board, also referenced as the “Board”, to administer this Chapter under the direction and supervision of the Department of

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Finance or other Department as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.

2. The Board shall consist of seven (7) regular and two (2) alternate members appointed by the Municipal Council via resolution. The regular members of the Board shall consist of not less than two (2) tenants and not less than two (2) landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park. Alternate members shall be designated at the time of appointment as “Alternate No. 1” and “Alternate No. 2.” Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.
3. The regular members of said Rent Leveling Board shall serve three year terms following the initial appointments. The initial Board member terms of the regular members shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members beyond the initial term shall be for three (3) years each. The initial terms of the alternate members shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) term. All terms of alternate members beyond the initial term shall be for three (3) years each.

The initial appointments of regular and alternate board members shall be for a term to expire on 12/31/21. Thereafter, the terms of the regular members of the Rent Leveling Board shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members thereafter shall be for three (3) years each. The terms of the alternate members, after the initial appointment, shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) year term. All terms of alternate members thereafter shall be for three (3) years each.
4. A quorum for a hearing shall consist of not less than four (4) members.
5. One (1) member shall be elected chairperson for a one (1) year term at the first meeting of the calendar year by the Board members. One (1) member shall be elected vice-

chairperson for a one (1) year term at the first meeting of the calendar year by the Board members.

6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.

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8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
9. A vacancy during the term of any member shall be filled for the unexpired portion thereof only in the same manner as the initial appointment.
10. Candidates for the positions of Rent Leveling Board member and Rent Regulation Officer shall submit a verified statement listing all of their interests and dealings in real property, including but not limited to the ownership, sale, rental or management thereof, employment, and their investment in, membership in or association with partnerships, corporations, joint ventures, groups, associations, syndicates or other entities engaged in the ownership, sale, rental or management of real property during the previous (3) years.

B. Attendance.

1. Whenever a member of the Rent Leveling Board has not been present at three (3) consecutive meetings of the Board, then the remaining members of the Board shall determine by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate personal concern, such as illness, the member's absence shall be excused. However, if the Board determines that the personal concern is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the Municipal Council to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d). The Municipal Council shall review the Board's request and may replace the Board member. Replacement of the Board member shall be at the sole discretion of the Municipal Council.

C. Meetings and Dockets.

1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ordinanceChapter. At minimum, a meeting shall be held within every sixty (60) day period. Special meetings may be scheduled at the discretion of the Board.
2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.

D. Language.

1. All rules, notices, orders, rulings and regulations of the Rent Leveling Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member or involved party, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.

E. Rights and authority of the Board.

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

3. Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in writing.

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F. Appeals of Rent Leveling Board Decisions.

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

§ 15-16. Rent Regulation Officer Staff.

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

B1. The duties of the Rent Regulation Officer shall be as follows:

- C. a) To require, obtain, keep and maintain all relevant records and other _____ data and information.
1. b) To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this Chapter.
- 2.c) To ensure compliance by the landlord and tenants with the provisions of this Chapter.
- 3.d) To remedy violations of this Chapter as provided by this Chapter.
- 4.e) To accept, process, investigate and determine complaints from tenants as provided for in this Chapter.
- 5.f) To accept, process, review and investigate applications from landlords as provided for in this Chapter.
- 6.g) To coordinate and supervise all staff associated with the operation of this ordinance.
- 7.h) To attend all meetings of the Rent Leveling Board.

8. To perform such other duties as the Rent Leveling Board may specifically direct and as allowed by this Chapter.
9. Any determination of the Rent Regulation Officer under this section or such duties as may be delegated to him/her by the Rent Leveling Board or his/her designee, by regulation, will be rendered by the officer or designee, in writing.

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- i) To prepare meeting agendas for the Board in consultation with the Chair.
 - j) To review Rent Information Forms and applications by tenants and landlords to confirm conformity with this chapter and to obtain additional documentation as necessary.
- D2. Any person aggrieved by a determination of the Rent Regulation Officer may appeal to the Rent Leveling Board, which may sustain, vacate, modify or reverse said determination. An appeal shall be filed no later than forty-five (45) calendar days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this Chapter.
- E3. Upon receipt of the appeal setting forth in detail the grounds for the appeal of a determination by the Rent Regulation Officer and the required fee, the matter shall be placed upon the Rent Leveling Board agenda within sixty (60) days of receipt. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.
- B. Additional Staff.** Additional staff, as needed, shall be hired or designated by the City Manager and compensated based on existing salary controls and provisions within the relevant Department.
- C. Special Counsel.** The Mayor and Council may appoint special counsel, to advise the City regarding the implementation of this Chapter, and to provide legal services to the Rent Regulation Officer and the Board. Special counsel will serve under the direction and supervision of the Mayor and Council, the City Manager and their subordinate designees.

§ 15-17. **Fees for application and proceedings.**

- A. The following fees shall apply to all applications or other proceedings of the Rent Leveling Board and Rent Regulation Officer. Each of the following fees shall be per dwelling unit:
1. Substantial Compliance determination: \$25 Building vacant since June 1, 2021: \$20
 2. Building vacant since June 1, 2021: \$20 Substantial Compliance Determination: \$25
 3. Filing of Rent Filing Adjustment/Vacancy Decontrol Form Registration Form: \$10
 4. Capital Improvement Increase application: \$50
 5. Hardship increase Appeal application: \$50
 6. Appeal from Rent Regulation Officer determination to Board: \$20

- B. A single application may be filed for several apartments in the same building for which similar or substantially identical facts are involved.

§ 15-18. Violations and penalties.

- A. A violation of any provisions of this Chapter, including but not limited to the making of any material misstatement of fact to the Rent Leveling Board or Rent Regulation Officer, or a determination by the Rent Leveling Board that a landlord caused a dwelling unit to be

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

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

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

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

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I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-40 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

MELODY HARTSGROVE
CITY CLERK



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

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

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

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

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

WHEREAS, the revisions are set forth below.

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

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

Chapter 15. Rent Leveling Regulations.

§ 15-1. Purpose.

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

§ 15-2. Definitions.

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

"Board" shall mean the Rent Leveling Board.

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

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

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

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

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

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

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

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

"Officer" shall mean the Rent Regulation Officer.

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

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

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

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

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

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

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

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

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

§ 15-3. Applicability.

- A. This Chapter shall apply to all rental dwelling units in buildings containing ~~five~~ three (53) or more units, except for the following exemptions:
1. Motels and hotels.
 2. Multiple dwelling units as defined in N.J.S.A. 2A:42-84.1 in a building constructed on or after June 25, 1987 which was not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling, or for thirty (30) years following completion of construction, whichever is less. This exemption applies only where an owner has complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3. This exemption shall not apply to rehabilitated buildings that during their rehabilitation maintained at least two (2) rigid walls and a secured roof.
 3. Housing restricted to students by a school, college or similar accredited institution which owns or controls that housing.
 4. Dwellings in any building containing ~~four~~ two (42) or fewer dwelling units.
 5. Dwellings which are owner-occupied for not less than six (6) months per year.
 6. Dwelling units licensed as a rooming or boarding home by the New Jersey Department of Community Affairs.
 7. Dwelling units licensed as a group home by the New Jersey Department of Community Affairs.
 8. Dwelling units licensed as an emergency shelter for the homeless by the New Jersey Department of Community Affairs.
 9. Dwellings in a building that is completely vacant on or before and since June 1, 2021, provided that said building did not become vacant through unlawful means which can be attributed to the applicant for this exemption. In order to qualify for this exemption, the building vacant since June 1, 2021, must be registered by an applicant with the Rent Regulation Officer, on forms provided by said Officer, before the renting of dwelling units within the vacant building. After the first rental, such dwelling units shall be exempt from initial rent or lease agreement, but all subsequent rents shall be subject to the provisions of this Chapter.
 10. Dwellings which are restricted to low-, moderate- or middle-income households via affordability controls, such as but not limited to a deed restriction or funding restriction.

- 11. Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged.
 - 12. Any dwelling for which a landlord has successfully obtained a short-term rental permit pursuant to the City of Asbury Park's Short-Term Rental (STR) Ordinance (City Code § 13-1300).
- B. A dwelling being rented for the first time shall not be restricted in the initial rent charged. Any subsequent rental increases, however, shall be subject to the provisions of this Chapter.

§ 15-4. Rental Registration.

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

1. Landlord Registration Form.

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

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

2. Tenant Lease Property Information Form.

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

- a) Tenant name, phone number and Unit Number;
- b) Number of bedrooms;
- c) Square footage;
- d) Lease Type (Annual/Month-to-Month);
- e) Lease Start and End Date;

- f) Base rent;
- g) Annual Increase Percentage;
- h) Senior Citizen (Y/N).

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

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

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

§ 15-6. Precedence of Ordinance.

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

§ 15-7. Rent Increase.

- A. Establishment of rents between landlord and tenant in a dwelling unit to which this Chapter is applicable shall hereafter be determined by the provisions of this Chapter.
- B. At the expiration of a lease or at the termination of the lease of a periodic tenant, no landlord may request or receive an increase greater than ~~the percentage increase in the Consumer Price Index (CPI) or three and one-half percent (3.5%), whichever is greater. The use of CPI shall be based upon the maximum increase during fifteen (15) months prior to the month of the proposed rent increase to three (3) months prior to the month of the proposed rent increase. For example, if the CPI increase for the applicable period is five percent (5%), the rent increase may not exceed five percent (5%). If the CPI increase for the applicable period is two percent (2%), the rent increase may not exceed three and one-half percent (3.5%).~~
- C. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of

percentages shall be calculated out two decimal points only and then dropped and not rounded.

- D. No landlord shall request or receive more than one annual rental increase during a twelve (12) month period per dwelling unit unless said dwelling becomes vacant through lawful means.
- E. The allowable annual increase will not be permitted if the dwelling is not in substantial compliance and/or if the landlord has not met the rental registration requirements as specified in this Chapter.
- F. Any rental increase at a time other than at the expiration of a lease or termination of the periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this Chapter shall be void. Determinations under this section shall be made by the Board.

§ 15-8. Vacancy Decontrol.

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

§ 15-9. Tax Appeal; Reduction.

- A. In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit, and the tenant shall receive 50% of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal.
- B. A tenant who has resided in a dwelling unit for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his dwelling unit that is equivalent to the percentage of the tax year which the tenant resided in the dwelling unit.

- C. Within 45 days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes, the landlord shall notify and provide each tenant of such tax reduction. The notification shall include the calculations involved in computing the tenant's credit, including the property tax for the dwelling unit before the appeal, the reduced property tax for the dwelling unit after the appeal, the number of square feet of the dwelling subject to the lease between the tenant and landlord, the tax decrease per square foot of dwelling unit, the number of square feet occupied by the tenant, the credit to which the tenant is entitled, and how it is being credited to the tenant.
- D. The landlord shall provide the Board a copy of the notification to the tenant, including but not limited to the calculation.

§ 15-10. Appeal by Landlord.

- A. In the event that a landlord cannot receive a fair return after having received the increase provided in this Chapter, they may appeal to the Rent Leveling Board for increased rental. The Board may grant a hardship appeal rent increase to meet this requirement. The landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least 40% of the gross annual income after deducting reasonable and necessary operating expenses, in the absence of an adequate showing that utilization of this standard will result in an unfair return to the landlord. Operating expenses shall not include mortgage principal or interest payments, depreciation or amortization. Any hardship appeal increase granted by the Board will take the place of the annual permitted rent increase and shall be equally prorated to all units within the structure thirty (30) days after the decision of the Rent Leveling Board, provided that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease unless the lease provides otherwise.
- B. Landlord may seek additional surcharges for major capital improvements or services. To qualify for a major improvement surcharge, claimant must show a benefit to the tenant, in the form of improved lifestyle, convenience, ease and/or security. The landlord must notify each tenant of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board, who shall determine if the improvement is a major improvement and if so, may permit such increase to take place and may direct that the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted, it shall not be considered rent and calculated in cost of living increases. In any event, no increase authorized by this section shall exceed 15% of the tenant's rent.
- C. As used in this section:

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

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

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

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

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

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

F. Reasonable rate of return.

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

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

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

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

§ 15-11. Limitation on Increases.

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

§ 15-12. Rent Rebate.

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

§ 15-13. Notice to Tenants.

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

prior to the proposed date of the hardship appeal, which notice shall include a copy of the complaint filed or application, including all exhibits supplied in connection with the appeal, and the date, time and place that the hardship appeal will be heard.

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

§ 15-14. Standard of Service.

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

B. Disclosure Statement.

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

§ 15-15. Rent Leveling Board.

- A. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board, also referenced as the "Board", to administer this Chapter under the direction and supervision of the Department of

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Finance or other Department as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.

2. The Board shall consist of seven (7) regular and two (2) alternate members appointed by the Municipal Council via resolution. The regular members of the Board shall consist of not less than two (2) tenants and not less than two (2) landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park. Alternate members shall be designated at the time of appointment as "Alternate No. 1" and "Alternate No. 2." Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.
3. ~~The regular members of said Rent Leveling Board shall serve three year terms following the initial appointments. The initial Board member terms of the regular members shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members beyond the initial term shall be for three (3) years each. The initial terms of the alternate members shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) term. All terms of alternate members beyond the initial term shall be for three (3) years each.~~

The initial appointments of regular and alternate board members shall be for a term to expire on 12/31/21. Thereafter, the terms of the regular members of the Rent Leveling Board shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members thereafter shall be for three (3) years each. The terms of the alternate members, after the initial appointment, shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) year term. All terms of alternate members thereafter shall be for three (3) years each.
4. A quorum for a hearing shall consist of not less than four (4) members.
5. One (1) member shall be elected chairperson for a one (1) year term at the first meeting of the calendar year by the Board members. One (1) member shall be elected vice-chairperson for a one (1) year term at the first meeting of the calendar year by the Board members.
6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.

8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
9. A vacancy during the term of any member shall be filled for the unexpired portion thereof only in the same manner as the initial appointment.
10. Candidates for the positions of Rent Leveling Board member and Rent Regulation Officer shall submit a verified statement listing all of their interests and dealings in real property, including but not limited to the ownership, sale, rental or management thereof, employment, and their investment in, membership in or association with partnerships, corporations, joint ventures, groups, associations, syndicates or other entities engaged in the ownership, sale, rental or management of real property during the previous (3) years.

B. Attendance.

1. Whenever a member of the Rent Leveling Board has not been present at three (3) consecutive meetings of the Board, then the remaining members of the Board shall determine by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate personal concern, such as illness, the member's absence shall be excused. However, if the Board determines that the personal concern is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the Municipal Council to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d). The Municipal Council shall review the Board's request and may replace the Board member. Replacement of the Board member shall be at the sole discretion of the Municipal Council.

C. Meetings and Dockets.

1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ~~ordinance~~ Chapter. ~~At minimum, a meeting shall be held within every sixty (60) day period.~~ Special meetings may be scheduled at the discretion of the Board.
2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.

D. Language.

1. All rules, notices, orders, rulings and regulations of the Rent Leveling Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member or involved party, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.

E. Rights and authority of the Board.

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

F. Appeals of Rent Leveling Board Decisions.

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

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

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

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

- ~~C.~~ a) To require, obtain, keep and maintain all relevant records and other _____ data and information.
- b) To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this Chapter.
- ~~2.c)~~ To ensure compliance by the landlord and tenants with the provisions of this Chapter.
- ~~3.d)~~ To remedy violations of this Chapter as provided by this Chapter.
- ~~4.e)~~ To accept, process, investigate and determine complaints from tenants as provided for in this Chapter.
- ~~5.f)~~ To accept, process, review and investigate applications from landlords as provided for in this Chapter.
- ~~6.g)~~ To coordinate and supervise all staff associated with the operation of this ordinance.
- ~~7.h)~~ To attend all meetings of the Rent Leveling Board.
- ~~8.~~ ~~To perform such other duties as the Rent Leveling Board may specifically direct and as allowed by this Chapter.~~
- ~~9.~~ ~~Any determination of the Rent Regulation Officer under this section or such duties as may be delegated to him/her by the Rent Leveling Board or his/her designee, by regulation, will be rendered by the officer or designee, in writing.~~

- i) To prepare meeting agendas for the Board in consultation with the Chair.
- j) To review Rent Information Forms and applications by tenants and landlords to confirm conformity with this chapter and to obtain additional documentation as necessary.

~~D2.~~ Any person aggrieved by a determination of the Rent Regulation Officer may appeal to the Rent Leveling Board, which may sustain, vacate, modify or reverse said determination. An appeal shall be filed no later than forty-five (45) calendar days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this Chapter.

~~E3.~~ Upon receipt of the appeal setting forth in detail the grounds for the appeal of a determination by the Rent Regulation Officer and the required fee, the matter shall be placed upon the Rent Leveling Board agenda within sixty (60) days of receipt. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.

B. Additional Staff. Additional staff, as needed, shall be hired or designated by the City Manager and compensated based on existing salary controls and provisions within the relevant Department.

C. Special Counsel. The Mayor and Council may appoint special counsel; to advise the City regarding the implementation of this Chapter, and to provide legal services to the Rent Regulation Officer and the Board. Special counsel will serve under the direction and supervision of the Mayor and Council, the City Manager and their subordinate designees.

§ 15-17. Fees for application and proceedings.

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

§ 15-18. Violations and penalties.

- A. A violation of any provisions of this Chapter, including but not limited to the making of any material misstatement of fact to the Rent Leveling Board or Rent Regulation Officer, or a determination by the Rent Leveling Board that a landlord caused a dwelling unit to be

vacated by unlawful means or ~~unconscionably~~ raised a tenant's rent in violation of this Chapter, or that a landlord rented to a tenant without filing a Landlord Registration Form for the unit, shall result in the violator being subject to a fine ~~assessed by the Rent Leveling Board~~ in an amount not to exceed two thousand dollars (\$2,000) per dwelling unit. The Rent Regulation Officer is hereby authorized to issue charges to be heard in the Municipal Court.

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

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

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

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

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-38**

2021 TRANSPORTATION UPDATE ORDINANCE

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning metered and permit parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance and are set forth as Exhibit A; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-38 which was finally adopted by the City Council at a meeting held on the 8th day of December, 2021

MELODY HARTSGROVE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-11.1 Parking Time Limited on Certain Streets.

[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; 4-14-2021 by Ord. No. 2021-12]

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 described.

Parking Time Limited on Certain Streets				
Name of Street	Sides	Hours	Time Limit	Location
<u>Second Avenue</u>	<u>North</u>	<u>7:00 am to 5:00 pm</u>	<u>15 Minutes</u>	<u>Between Memorial Drive and Main Street</u>
Springwood Avenue {Added 5-8-2019 by Ord. No. 2019-18}	Both	8:00 a.m. — 6:00 p.m. {Monday — Friday}	2 Hours	Between Memorial Drive and Main Street
Asbury Avenue {Added 5-8-2019 by Ord. No. 2019-18}	Both	8:00 a.m. — 6:00 p.m. {Monday — Friday}	2 Hours	Between Memorial Drive and Main Street

7-14 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

[2000 Code § 7-14; Ord. No. 1197 § 1; Ord. No. 2012 § 1; Ord. No. 2062 § 1; Ord. No. 2243 § 1; Ord. No. 2253 § 1; Ord. No. 2299 § 1; Ord. No. 2320 § 1; Ord. No. 2342 § 1; Ord. No. 3057; Ord. No. 3058; Ord. No. 2018-19; Ord. No. 2018-28; 5-8-2019 by Ord. No. 2019-18; 3-25-2020 by Ord. No. 2020-4; 4-22-2020 by Ord. No. 2020-5; 4-28-2021 by Ord. No. 2021-11]

No person shall park or stand a vehicle between the hours specified any day (except Sundays and public holidays) upon any of the streets described, except where other parking regulations have been provided for.

Parking Prohibited During Certain Hours on Certain Streets			
Monday Through Friday			
Name of Street	Sides	Hours	Location
<u>Comstock Street</u>	<u>West</u>	<u>7:00 a.m. to 5:00 p.m.</u>	<u>Beginning at the northwest corner of Roseland Lane and Comstock Street and extending 150 feet to the Southwest corner of Comstock Street and Third Avenue</u>
Third Avenue	South	7: 00 ⁴⁵ pm to 5: 00 ^{3:15} pm	Comstock Street west to Pine Street

7-36.1 Handicapped Parking on Streets.

[2000 Code § 7-36.1; Ord. No. 2013 § 1; Ord. No. 2292 § 1; Ord. No. 2315 § 1; Ord. No. 2398; Ord. No. 2405; Ord. No. 2447; Ord. No. 2451 § 1; Ord. No. 2459 § 1; Ord. No. 2492; Ord. No. 2514; Ord. No. 2521; Ord. No. 2576; Ord. No. 2604; Ord. No. 2613; Ord. No. 2636; Ord. No. 2724; Ord. No. 2725; Ord. No. 2746; Ord. No. 2747; Ord. No. 2838; Ord. No. 2839; Ord. No. 2854; Ord. No. 2895; Ord. No. 2896; Ord. No. 2900; Ord. No. 2942; Ord. No. 2943; Ord. No. 2944; Ord. No. 2945; Ord. No. 2963; Ord. No. 2984; Ord. No. 2995; Ord. No. 3832; Ord. No. 3050; Ord. No. 3060; Ord. No. 3070; Ord. No. 3078; Ord. No. 3087; Ord. No. 3088; Ord. No. 2015-19; Ord. No. 2015-26; Ord. No. 2015-27; Ord. No. 2016-19; Ord. No. 2016-21; Ord. No. 2016-29; Ord. No. 2016-38; Ord. No. 2017-7; Ord. No. 2017-14; Ord. No. 2017-17; Ord. No. 2017-32; Ord. No. 2017-42; Ord. No. 2017-45; Ord. No. 2018-3; Ord. No. 2018-33; amended 11-8-2018 by Ord. No. 2018-46; 5-27-2020 by Ord. No. 2020-18; 7-22-2020 by Ord. No. 2020-20; 2-24-2021 by Ord. No. 2021-4; 4-28-2021 by Ord. No. 2021-17]

a. In accordance with the provisions of N.J.S.A. 39:4-197, the following on-street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

b. That on or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

c. The City reserves the right to terminate the designation of a handicapped parking space at the City's discretion.

7-36.1 Handicapped Parking on Streets		
Name of Street	Side	Location
7-36.1 Handicapped Parking on Streets		
Name of Street	Side	Location
<u>Grand Avenue</u>	<u>West</u>	<u>Beginning at a point located 32 feet south of the southwest corner of Deal Lake Drive (SR-71) and Grand Avenue and extending 20 feet on center therefrom</u>
<u>Main Street</u>	<u>a. West</u>	<u>Beginning at a point located 25 feet north of the northwest corner of Main Street (SR-71) and Sunset Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>b. West</u>	<u>Beginning at a point located 36 feet south of the northwest corner of Main Street (SR-71) and Fourth Avenue and extending 24 feet on center therefrom</u>
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 30 feet north of the northwest corner of Main Street (SR-71) and Third Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 115 feet north of the northwest corner of Main Street (SR-71) and Second Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 40 feet north of the northwest corner of Main Street (SR-71) and First Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 30 feet north of the northwest corner of Main Street (SR-71) and Monroe Avenue and extending 23 feet on center therefrom</u>
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 45 feet north of the northwest corner of Main Street (SR-71) and Summerfield Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 30 feet north of the northwest corner of Main Street (SR-71) and Bangs Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 35 feet north of the northwest corner of Main Street (SR-71) and Mattison Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 45 feet north of the northwest corner of Main Street (SR-71) and Cookman Avenue and extending 22 feet on center therefrom</u>

7-36.1 Handicapped Parking on Streets		
Name of Street	Side	Location
7-36.1 Handicapped Parking on Streets		
Name of Street	Side	Location
<u>Main Street</u>	<u>c. West</u>	<u>Beginning at a point located 80 feet north of the northwest corner of Main Street (SR-71) and Lake Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>a. East</u>	<u>Beginning at a point located 25 feet south of the southeast corner of Main Street (SR-71) and Sixth Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>b. East</u>	<u>Beginning at a point located 32 feet south of the southeast corner of Main Street and Sunset Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 25 feet south of the southeast corner of Main Street and Fifth Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 80 feet south of the southeast corner of Main Street and Fourth Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 25 feet south of the southeast corner of Main Street and Third Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 90 feet south of the southeast corner of Main Street and Second Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 45 feet south of the southeast corner of Main Street and First Avenue Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 23 feet south of the southeast corner of Main Street and Asbury Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 40 feet south of the southeast corner of Main Street and Sewall Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 35 feet south of the southeast corner of Main Street and Summerfield Avenue and extending 22 feet on center therefrom</u>

7-36.1 Handicapped Parking on Streets		
Name of Street	Side	Location
7-36.1 Handicapped Parking on Streets		
Name of Street	Side	Location
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 25 feet south of the southeast corner of Main Street and Asbury Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 30 feet south of the southeast corner of Main Street and Bangs Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 50 feet south of the southeast corner of Main Street and Mattison Avenue and extending 22 feet on center therefrom</u>
<u>Main Street</u>	<u>c. East</u>	<u>Beginning at a point located 40 feet south of the southeast corner of Main Street and Cookman Avenue and extending 22 feet on center therefrom</u>

7-31 **SPEED LIMITS.**

[2000 Code § 7-31]

Speed limits shall be established as follows. Regulatory and warning signs, conforming to the current Manual on Uniform Traffic Control Devices for Streets and Highways, shall be erected and maintained to effect the designated speed limit(s), as required by the Commissioner of Transportation of the State of New Jersey and as specified and authorized in writing from the Bureau of Traffic Engineering of the Department of Transportation.

Name of Street	Direction	Speed	Location
Memorial Drive	Both	30 m.p.h. <u>25 m.p.h.</u>	From Monroe Avenue to Sixth Avenue

7-41.3 **On-Street Metered Parking Schedules; Rates and Regulations.**

a. On-Street Metered Parking.

The following regulations governing on-street metered parking, parking rates, time limits, and permit parking as set forth in the On-Street Metered Parking Schedule and the On-Street Metered Parking Rate Schedule are hereby approved and adopted for use within the City.

[Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14; Ord. No. 2017-42; Ord. No. 2018-18]

On-Street Metered Parking Schedule (Subsection <u>7-41.3a</u>)							
Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Fourth Avenue	Ocean Avenue	Bergh Street <u>Grand Avenue</u>	9:00 a.m. — 2:00 a.m.	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

b. On-Street Metered Parking Rate Schedules Adopted.

The parking rate schedules for on-street metered parking as set forth below are hereby approved and adopted for use within the City.

[Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14; amended 12-27-2018 by Ord. No. 2018-54; 11-26-2019 by Ord. No. 2019-45]

On-Street Metered Parking Rate Schedules (Subsection <u>7-41.3b</u>)				
Metered Parking Rates - Peak Season (April 15 - October 15) (Subsection <u>7-41.3b</u>)				
Days	Times	Waterfront Zone (Kingsley Street, Ocean Avenue, and the streets between) #33300	Downtown (Bangs Avenue Cookman Avenue , Lake Avenue and the streets between)	Central Zone #33200
Monday-Thursday	9:00 a.m. - 2:00 a.m.	\$3 <u>2</u> /hour	\$2 <u>1</u> /hour	\$1/hour
Friday	9:00 a.m. - 5:00 p.m.	\$3 <u>2</u> /hour	\$2 <u>1</u> /hour	\$1/hour
Friday	5:00 p.m. - 2:00 a.m.	\$3 <u>2</u> /hour	\$3 <u>2</u> /hour	\$2/hour
Saturday, Sunday	9:00 a.m. - 2:00 a.m.	\$3 <u>2</u> /hour	\$3 <u>2</u> /hour	\$2/hour
Metered Parking Rates - Off-Peak Season (October 16th, April 14th) (Subsection <u>7-41.3b</u>)				
Days	Times	Waterfront (Kingsley Street, Ocean Avenue, and all the streets between) #33300	Downtown (Bangs Avenue Cookman Avenue , Lake Avenue and the streets between)	Central Zone All Other Areas #33200

On-Street Metered Parking Rate Schedules (Subsection 7-41.3b)				
Metered Parking Rates - Peak Season (April 15 - October 15) (Subsection 7-41.3b)				
Days	Times	Waterfront Zone (Kingsley Street, Ocean Avenue, and the streets between) #33300	Downtown (Bangs Avenue Cookman Avenue , Lake Avenue and the streets between) #33100	Central Zone #33200
Monday - Thursday	9:00 a.m. - 2:00 a.m.	\$0.50/hour	\$0.50/hour	\$0.25/hour
Friday	9:00 a.m. - 5:00 p.m.	\$0.50/hour	\$0.50/hour	\$0.25/hour
Friday	5:00 p.m. - 2:00 a.m.	\$2/hour	\$2/hour	\$1/hour
Saturday - Sunday	9:00 a.m. — 2:00 a.m.	\$2/hour	\$2/hour	\$1/hour

~~e. Daily Parking Rate. The City shall offer \$15 per day parking for metered parking spaces in the Waterfront Zone.~~

~~[Ord. No. 2982; Ord. No. 2015-55 § 3c2; Ord. No. 2017-14; amended 12-27-2018 by Ord. No. 2018-54]~~

7-41.5 Residential and Employee Permit Schedules, Fees and Regulations.

[Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02; Ord. No. 2016-25; Ord. No. 2017-14; Ord. No. 2017-42; Ord. No. 2018-18; Ord. No. 2018-28; amended 12-27-2018 by Ord. No. 2018-54; 11-26-2019 by Ord. No. 2019-45]

Residential and employee permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

Residential and Employee Permit Schedules, Fees and Regulations							
Zone	Street Name	From	To	Side	Permit Parking Duration	Employee Passes Allowed	Residential Permits Allowed
Zone 3	Third Avenue	Ocean Avenue	<u>Bergh Street</u> <u>Grand Avenue</u>	Both	All Times (Residential), 9:00 a.m. — 5:30 p.m. (5-Day Employee), 9:00 a.m. — 2:00 a.m. (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
<u>Zone 3</u>	<u>Third Avenue</u>	<u>Bergh Street</u>	<u>Grand Avenue</u>	<u>South</u>	<u>All Times (Residential), 9:00 a.m. — 5:30 p.m. (5-Day Employee), 9:00 a.m. — 2:00 a.m. (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes - Zone restricted</u>
<u>Zone 3</u>	<u>Third Avenue</u>	<u>Bergh Street</u>	<u>Grand Avenue</u>	<u>North</u>	<u>Residential-Only, North Side</u>	<u>No</u>	<u>Yes - Zone restricted</u>
<u>Zone 3</u>	<u>Fourth Avenue</u>	<u>Bergh Street</u>	<u>Grand Avenue</u>	<u>South</u>	<u>All Times (Residential), 9:00 a.m. — 5:30 p.m. (5-Day Employee), 9:00 a.m. — 2:00 a.m. (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes - Zone restricted</u>
<u>Zone 3</u>	<u>Fourth Avenue</u>	<u>Bergh Street</u>	<u>Grand Avenue</u>	<u>North</u>	<u>Residential-Only, North Side</u>	<u>No</u>	<u>Yes — Zone restricted</u>

All permits are valid from the time of purchase through the end of the calendar year. The following fee schedule for residential and employee permits is hereby approved and adopted for use within the various zones of the City described above:

a. Fees for Residential Parking Permits.

1. Zones 1, 2, and 3: \$90/year (Permit #1); \$120/year (Permit #2); \$150/year (Permit #3)*; and \$180/year (Permit #4). Annual permits purchased after September 1st are discounted 50%.

2. Zone 4 —Bangs Avenue Parking Garage - \$75/month.

3. Zone 4 - -\$90/year (Permit #1); \$120/year (Permit #2). Annual permits purchased after September 1st are discounted 50%.

7-41.8 Penalties.

[Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14; amended 5-8-2019 by Ord. No. 2019-18; 11-26-2019 by Ord. No. 2019-45]

Any person who violates any provision of this section shall, upon conviction, be liable to the following penalties:

d. For parking in the Bangs Avenue Garage outside of operating hours without a Bangs Avenue Garage Parking Permit \$75.

d.e. For any other violations, the penalties shall be as prescribed in Chapter 1, Section 1-5 of the City Code, or by applicable State Statute.



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

Executive Session -4 :00 p.m.

2021-503 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

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

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

PROCLAMATION

Recognizing Danny Mckee, President of Asbury Park Little League

ITEMS TO BE PRESENTED:

Matters from City Council

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

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

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

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

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

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

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

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

MINUTES

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

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

CONSENT AGENDA RESOLUTIONS

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

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

INDIVIDUAL RESOLUTIONS

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

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

- 2021-507 Resolution Approving Payment of Bills

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCES

Introduction

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

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

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

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

Second Reading/Public Hearing

2021-38 2021 Transportation Update Ordinance

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

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

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

ADJOURNMENT

The meeting was adjourned at 6:50 AM

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

Meeting was adjourned at 6:50PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk