



Agenda

Meeting of the Municipal Council
Wednesday December 9, 2020
REGULAR MEETING 6:00 PM

To Join the Zoom Meeting

Dial: +1 929 205 6099

+1 312 626 6799

+1 301 715 8592

Meeting ID: 978 2021 2341

<https://zoom.us/j/97820212341?pwd=eGEvZjNKZWdyWININDhjM0V3Sk9zZz09>

Optional: View Presentation Slides

Dial *9 to 'Raise Hand' to speak

(*6 is only used to unmute)

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

1. Resolution Authorizing a meeting which excludes the public

A. Litigation

1. Affordable Housing Litigation-Update from Jeffrey Surenian, Esq.

B. Contract Negotiations

1. Professional Services 2021

C. Attorney-Client Privilege

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

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

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamation-Recognizing Anthony "Putt Putt" Petillo

Special Event Applications

Items to be Presented by:

1. AP Triangle Park Block 3203 Lot 1.04 Cookman and Heck Avenues
Presented By: iStar, Brian A. Cheripka
2. Presentation by Asbury Partners, LLC of a Development Proposal for Block 4001, Lot 2-15 Kingsley Street, Third Avenue and Fourth Avenue
3. Citywide Branding and Wayfinding Project

Matters from City Council

Matters from City Manager

Matters from City Attorney

Municipal Clerk's Statement Regarding Initiative Petition- Rent Stabilization

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting Nov. 24, 2020 4:00 PM
- Municipal Council - Regular Meeting - Nov 24, 2020 6:00 PM

C. Individual Resolutions

2020-346 Resolution Approving Payment of Bills

2020-347 Resolution Entering into an Agreement with Monmouth County to Administer the City's Community Block Grant Program

2020-348 Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant

2020-349 Resolution Authorizing the Purchase of Equipment Needed for the APTV Station

2020-350 Emergency Contract for the Disinfecting of Municipal Buildings following CDC Guidelines

2020-351 Resolution Approving an Interlocal Services Agreement Between the Borough of Rumson and the City of Asbury Park Fire Department

2020-352 Resolution to Cancel Portion of PILOT Billing Block 103 Lot 2 (100 Drury Lane)

2020-353 Resolution Authorizing the Disposition of Surplus Property

D. Ordinances

1. Introduction

2020-28 Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Amending Ordinance No. 2018-21, Relating to The Implementation and Collection Of "Development Fees" (As Codified in Chapter 2, Section 88 of the Asbury Park City Code).

2020-29 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

E. Adjournment

**RESOLUTION NO. 2020-345****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 9, 2020 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. Affordable Housing Litigation-Update from Jeffrey Surenian, Esq.

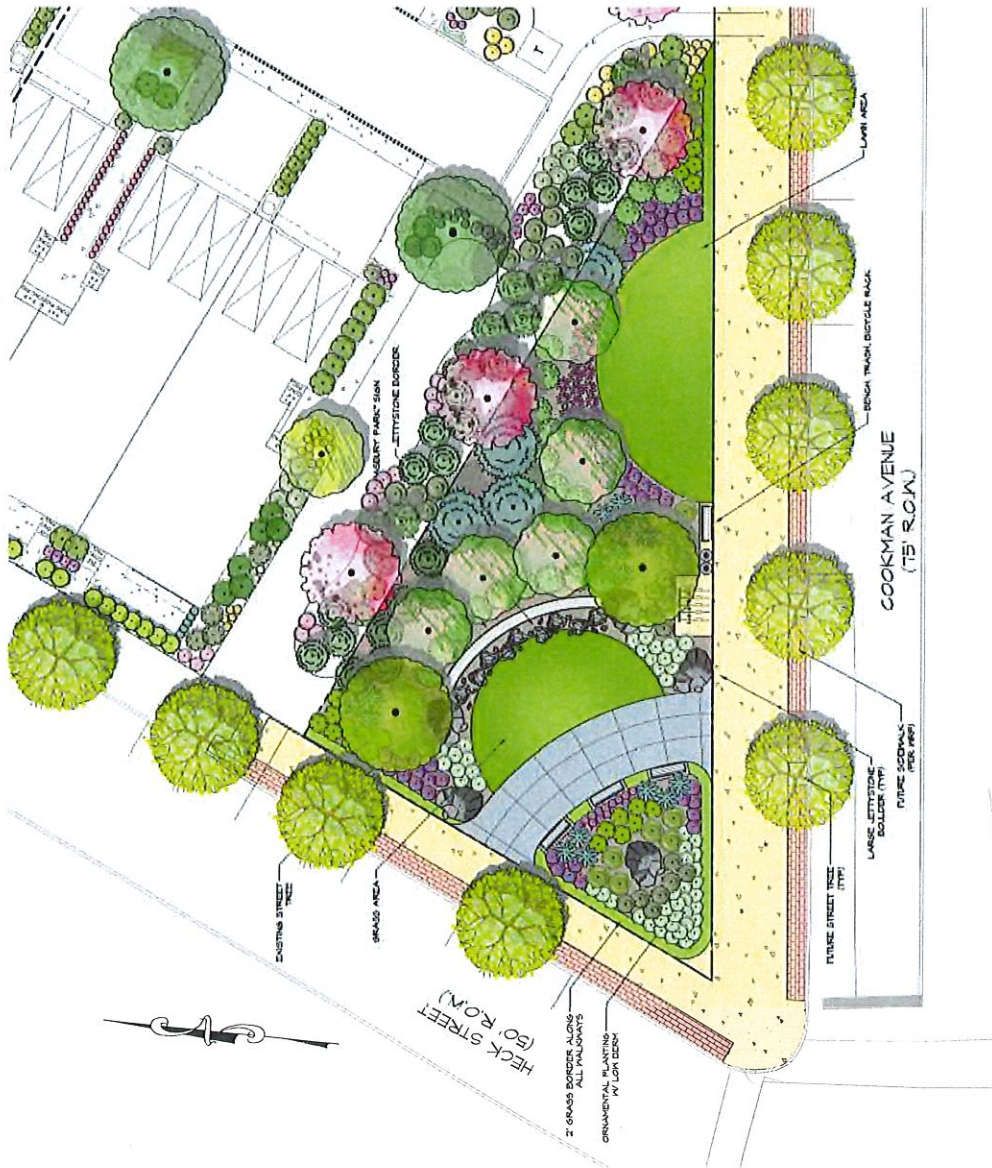
B. Contract Negotiations:

1. Professional Services for 2021

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



BML STUDIO LANDSCAPE ARCHITECTS 1000 N. 10TH AVE. SUITE 100 DENVER, CO 80202 TEL: 303.733.1111 WWW.BMLSTUDIO.COM		BLANK LOT 11.19 1000 N. 10TH AVE. SUITE 100 DENVER, CO 80202 TEL: 303.733.1111 WWW.BMLSTUDIO.COM		CITY PARK LOT 11.19 BLOCK 303 COOKMAN AVENUE AND HECK STREET CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY CONCEPT PLAN 'D' EXHIBIT		No. Date Description 1 11/13/20 11/13/20 303000		Sheet OF 11/13/20 303000	
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Public Open Space
Block 3801, Lot 1.04 (Proposed)
Corner of Cookman Ave and Heck Street

Project Description

December 9, 2020

Asbury Partners, as Master Developer, seeks to dedicate approximately 6,092 square feet at the corner of Cookman Avenue and Heck Street to the City for use as public open space. The adjacent property at Block 3801, Lots 1.01, 1.03 and 1.05, was approved by the City of Asbury Park Planning Board for the construction of a residential townhome development. Pursuant to the Subsequent Developer Agreement among the City of Asbury Park, AP Triangle, LLC, and Master Developer, the open space amenities will be constructed by the developer and then dedicated to the City of Asbury Park for use by the public.

The proposed public open space is located in the southwestern corner of the Asbury Park Waterfront Redevelopment Area (WRA), in close proximity to the Central Business District (CBD). The unique location provides a perfect opportunity to welcome visitors to the Waterfront as they enter along Cookman Avenue.

The open space has been designed as a gateway landmark green space. It will include a pedestrian walkway, two lawn areas for passive use, benches, a bicycle rack, and refuse receptacles. The public space will also be attractively landscaped with plantings chosen from the New Jersey Department of Environmental Protection's list of Plantings for New Jersey Seashore Sites, which are known to be salt tolerant. The attractive landscape plantings will provide a fantastic setting for the welcoming "Asbury Park" identification sign. The passive nature of the park will be compatible with the nearby residential community while serving as a gateway to the more vibrant waterfront.

Pursuant to the Subsequent Development Agreement, the open space will be maintained by the Master Developer or the subsequent developer for a period of five (5) years after dedication to the public.

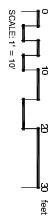
Attachment: Triangle Park Project Description (2020-61 : AP Triangle Park)

Existing Photo of the Corner of Cookman Avenue and Heck Street



Attachment: Triangle Park Project Description (2020-61 : AP Triangle Park)





PURPLE CONEFLOWER

LITTLE BLUESTEM



MULTI GRASS



RED-TWIG DOGWOOD



WHITE FLOWERING HYDRANGEA



YELLOW FLOWERING HYDRANGEA



WHITE FLOWERING HYDRANGEA



PURPLE FLOWERING HYDRANGEA

Sheet	Project Number
0	2006003
	Date
	11/25/20
	Scale
	1" = 10'

No.	Date	Description	By

CITY PARK

LOT 104, BLOCK 3203
COOKMAN AVENUE AND HECK STREET
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

CONCEPT PLAN 'D' EXHIBIT

BRIAN M. LEFF, L.L.A., P.P.
IN LICENSED LANDSCAPE ARCHITECT 21407098

BML
BRIAN M. LEFF, L.L.A., P.P.
LANDSCAPE ARCHITECT
1000 S. 10TH AVE.
ASBURY PARK, NJ 08004
TEL: 732.926.1111
WWW.BML-LLA.COM

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

DONNA VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

Technical Review Committee

To: Municipal Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Redevelopment Counsel
Jennifer Smith, Counsel for Developer

Date: November 30, 2020

Re: TRC REVIEW
Block 4001, Lot 2-15
Kingsley Street, Third Avenue and Fourth Avenue
Asbury Partners, LLC

The project by Asbury Partners, LLC is located within the Waterfront Redevelopment Area and currently consists of a vacant parcel of 14 tax lots, which fronts on Kingsley Street, Third Avenue, and Fourth Avenue. On the eastern portion of the property, the applicant proposes a mid-rise mixed-use building consisting of 206 dwelling units, approximately 4,600 square feet of commercial space and an enclosed parking garage. On the western portion of the Property, Applicant proposes 20 townhomes with 2 car garages and a shared courtyard. The proposed project will be constructed in three phases. The applicant has filed a subdivision application to consolidate the 14 lots into three tax lots. The first lot, measuring 78,173 sf, will house the mid-rise multi-family apartment building and will have frontage on Kingsley Street, Third Avenue, and Fourth Avenue. The second lot, measuring 17,403 sf, will front on Fourth Avenue and will contain 10 of the townhomes. The third lot, measuring 17,403 sf, will front on Third Avenue and will contain the remaining 10 townhomes. The project shall comply with all CAFRA regulations.

Phase A (Multi-Family, Mixed Use Building) will consist of the 206 apartment dwelling units and related amenities on the eastern portion of the Property. The proposed mixed-use building varies in height from 3 to 6 stories, in accordance with the Waterfront Redevelopment Plan, where a maximum height of 6 stories is permitted on Block 4001. The tallest point of the building is 61 feet in height. The 3-story portion of the building creates an east-west opening (or "view corridor") between the two 6-story portions of the building along Third and Fourth Avenues. An amenity deck with a swimming pool and

outdoor seating areas will be located above the parking deck. There may be an additional amenity roof deck facing Kingsley Avenue for residents. Approximately 4,600 of commercial space, split into at least two units, will front on Kingsley Avenue to provide a pedestrian connection to the street level. A total of 247 parking spaces will be provided on-site within the parking garage. An additional 60 parking spaces will be provided within the existing parking garage located directly across Kingsley Street in the Asbury Ocean Club as permitted in the 2019 amendment to the Waterfront Redevelopment Plan. Phases B and C (Townhomes) Phases B and C are proposed to consist of 20 townhomes. The townhouses are configured as four separate buildings which each contain five attached dwelling units. The overall tract would be subdivided into two new tax lots (proposed tax lots 2.02 and 2.03). Each lot, which will be constructed as its own phase, will contain two buildings consisting of a total of 10 townhouse dwellings (5 units per building). The buildings will be 4 stories. An internal green space courtyard for residents will be located between and overlap the two lots. Access will be provided via two driveways from Third Avenue (Phase B - Buildings 1 and 2) and Fourth Avenue (Phase C - Buildings 3 and 4). Each townhouse dwelling will have two parking spaces in a first-story garage accessed from an internal driveway. The total parking for the townhouses is 42 parking spaces.

The architect has employed a few techniques to break up the façade of the multifamily building which carries through half the tax block. The massing of the building has been broken down by nine plains on Third and Fourth Avenues and seven plains on Kingsley Street. No streetwall extends beyond 100 feet without a break. Changes in colors and materials and balconies to break up the façade. The facades feature white and gray brick, cementitious siding and rustic wood grain cementitious fiber siding, stucco and metal trim. There are soft façade uplights and a lit band (halo light) around the bay at the corner of Kingsley and Fourth Avenue. The halo lighting will be 3,000 to 4,000 kelvins. There is some active retail at the corner of Kingsley and Fourth Avenue.

The parking garage will be completely enclosed and screened by a light gray plaster façade with architectural grilles over the openings, which mimic the fenestration pattern of the residential upper stories. There is a color change at garage to break up the massing. Landscaping along the facades of the parking garage will provide additional visual buffer to the garage façade. There are 78 spaces on the first floor and 169 spaces on the second floor. There will be multiple electric car charging stations. Every unit will get one space at the on site garage. The second parking space per unit will be assigned at the Ocean Club building. The 60 spaces at Ocean Club are not assigned to another use.

The townhouse facades will be clad in gray and white brick, with bay projections finished in white fiber cement panel. Each house will have a mezzanine terrace on the fourth story with a decorative metal trellis and railing as the unit's open space. Facades also have Juliet balconies. The same materials and detailing and window openings are provided on all four sides of each building. HVAC condensers will be on the roofs.

All buildings shall be energy efficient and feature Energy Star appliances.

The master developer shall be installing the streetscape and architecture for the entire block. Utility meters and transformer pads are located at the back of the apartment building and shall be screened. Small fences of three feet in height shall be in front of the townhouses. They shall turn and run for 15 feet along the rear elevation and then continue as a six-foot-high cedar fence.

Stormwater management shall comply with state regulations. Underground piping or storage is considered until discharging off site and would be located under the parking garage. Stormwater will be designed to ensure no downstream flooding for the 100-year storm event. There is the goal to try to incorporate some green infrastructure into the design.

The streetscape and landscape plan shall be the same as the rest of the waterfront area. New trees shall be London Plane and Honey Locust trees. Additional trash cans, bike racks and benches shall be added to the streetscape design. Landscaping will screen the utility meters at the back of the rental building. There will be a low 18-inch planter wall with shrubs and native grasses. The amenity areas will have plants and applicant will provide those plans to the planning board. The pool area will have fire table, grill areas, trash and recycling containers and landscaping.

The townhouse raised courtyard will have 4 Zelkova trees, fountain grasses, lilac and rose bushes and junipers. The front yards will also have landscaping.

Design Waivers requested

The following relief is requested from the Architectural Design Guidelines of the Waterfront Redevelopment Plan:

Building Walls shall show no more than two materials in addition to the basement or undercroft. Materials shall change only along a horizontal line, with the heavier material below the lighter. – There are three main building materials with vertical changes.

Doors shall be painted wood or composite wood. Doors will be aluminum or metal (including exit, balcony, storefront, and garage doors)

Windows shall have a minimum 4" post. 4 "post not provided.

A majority of the windows shall be rectangular with a height-to width ratio between 1:1.6 and 1:3. Window ratios will be approximately 1:0.46 (single), 1:0.92 (double), and 1:1.38 (triple) *Note this item relates only to Phase A.

Facade colors shall be selected from a single quadrant of the color wheel. This technique, without specifying particular colors, allows a range that is automatically harmonious. In addition to white, the designated quadrant shall be the lighter saturations of the yellow-to-red quadrant. This encompasses the cream, ochre, pink, terra-cotta, range. Trim and attached elements may be white or a darker or lighter saturation of the wall color. Awnings, signage, doors and shutters may be any color, however, dark blues, greens and reds are traditional. 6. Vertically hinged. This project has gray as a predominant color.

TRC comments and requests

A second rendering showing the view from the Northwest corner of the project and a rendering between the townhomes and 206 unit building

Applicant shall show calculation of how there are 60 free parking spaces in the Ocean Club building.

Applicant shall ensure that there will be no light spillage from ceiling lights or car lights in the parking garage into the public ROW and that there will be no glare produced.

Applicant shall explore making stoops larger if possible

Applicant shall explore roof top solar before application to the planning board.

Applicant shall explore opportunities for small color accents in all buildings.

Applicant shall explore a small return at the roofline to create a shadowline.

Leaders and downspouts shall be incorporated into the façade design or run internal to the building.

Applicant shall ensure that the garage grillwork is attractive and helps camouflage that the ground level is a garage. Applicant shall also explore a louver system at the openings as a design solution.

Applicant will add more trash cans, benches and bike racks to the streetscape. Separate bike storage will be provided internally for apartment building residents.

Landscape plans for all amenity areas shall be provided.

Applicant shall address how waste will be handled and if a private hauler shall be used.

Applicant shall list all the elements of green building design.

Applicant shall commit to installing the infrastructure for the entire tax block.

For the planning board submission a full lighting plan, ADA plan and will show utility connections.

On street parking spaces, curb cuts, and the elimination of parking shall be made clearer.

BLOCK 4001
Phase A, B & C

Asbury Partners, LLC
Lessard Design
Bowman Consulting Group

ASBURY PARK, NJ
TECHNICAL REVIEW SUBMISSION

October 09, 2020

BLOCK 4001 MF PHASE A

ASBURY PARK, NJ

TECHNICAL REVIEW SUBMISSION





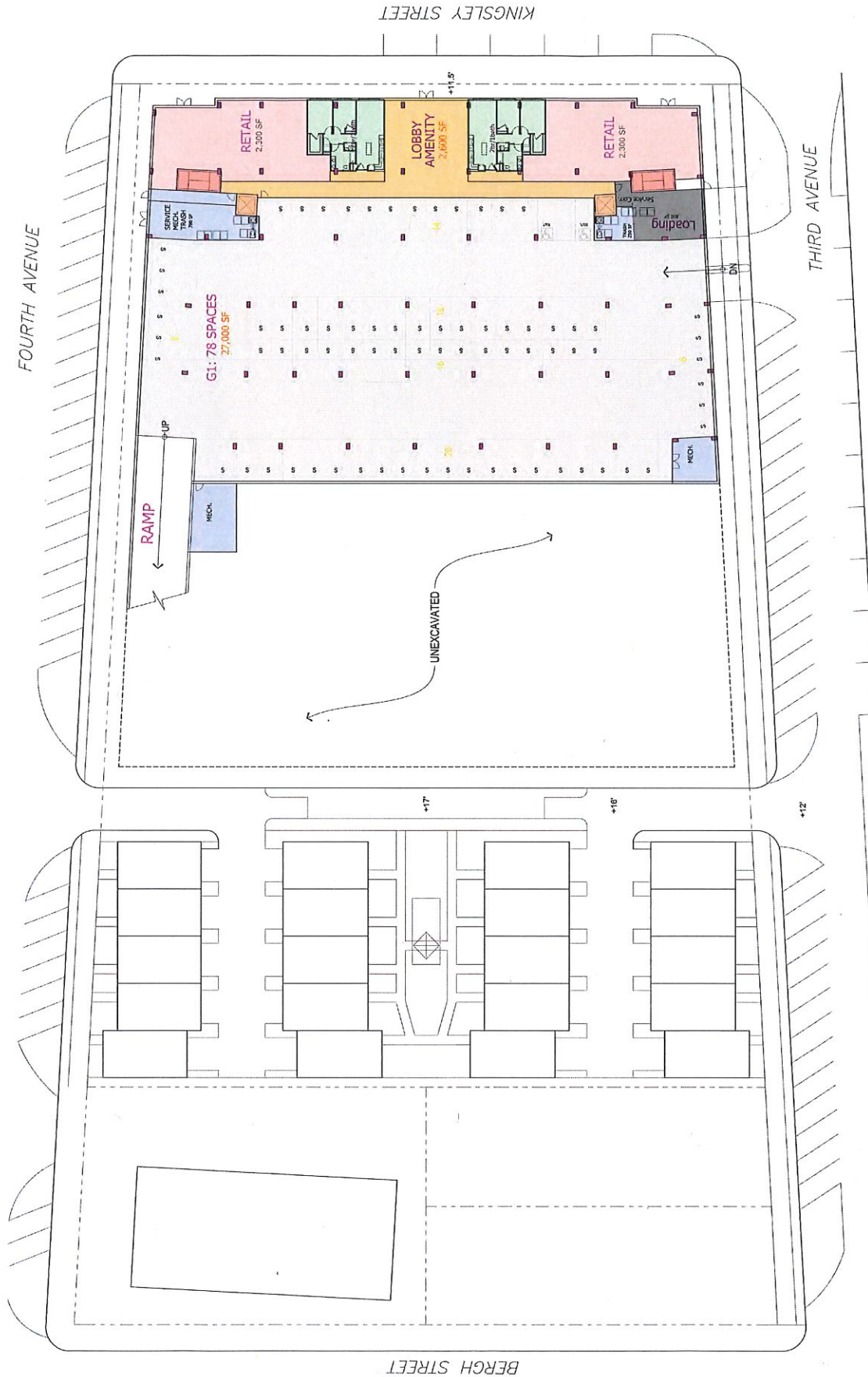
PERSPECTIVE

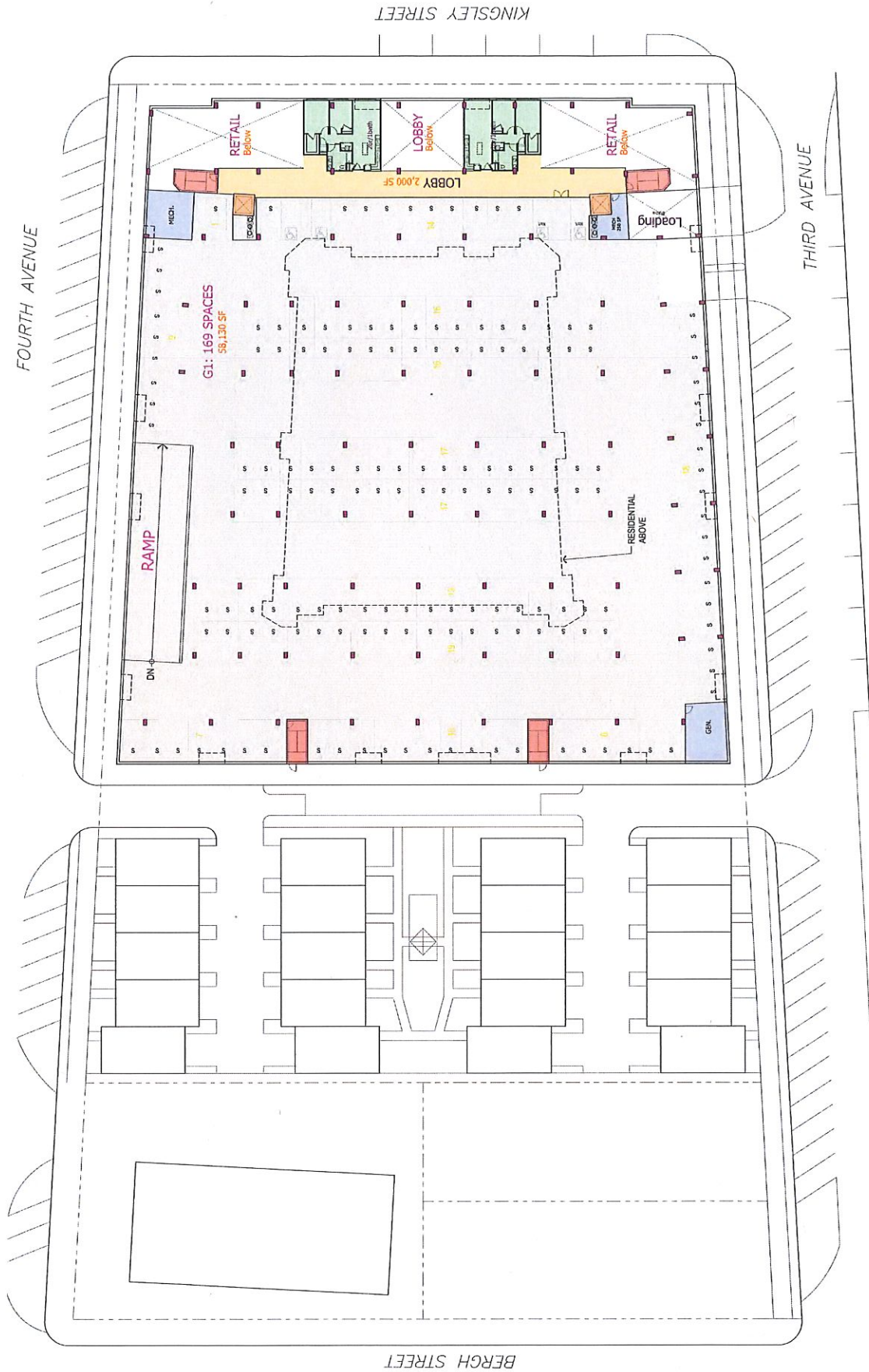
BLOCK 4001
Asbury Partners, LLC
ASSBURY PARK, NJ

OCTOBER 08, 2020

A.02

2.2.b





lessard
DESIGN

311 LESSARD DRIVE, SUITE 100, VINELAND, NJ 08362
TEL: 855-880-1111 | FAX: 855-880-1111 | LESSARDDESIGN.COM

Packet Pg. 17

1st Floor

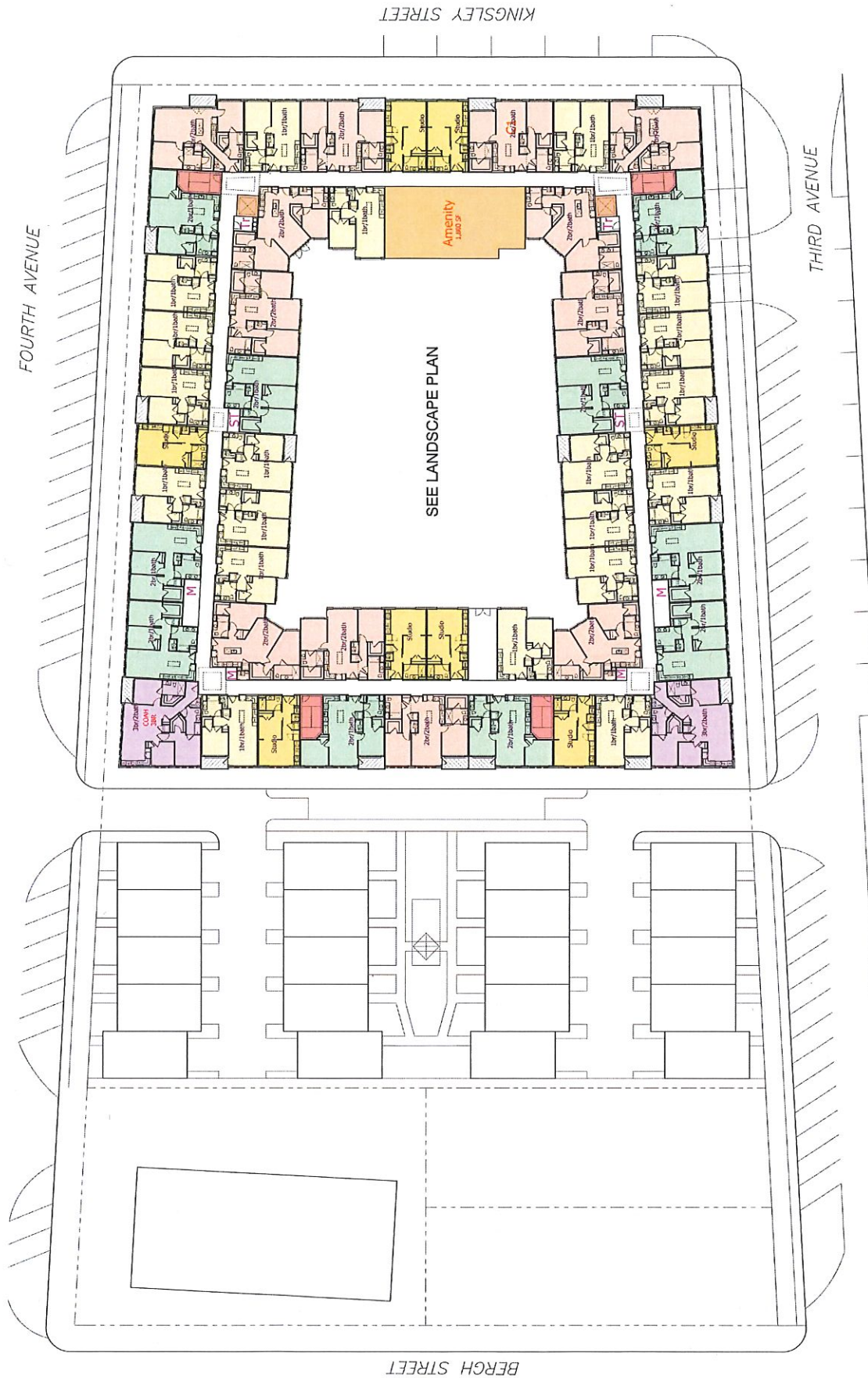
BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

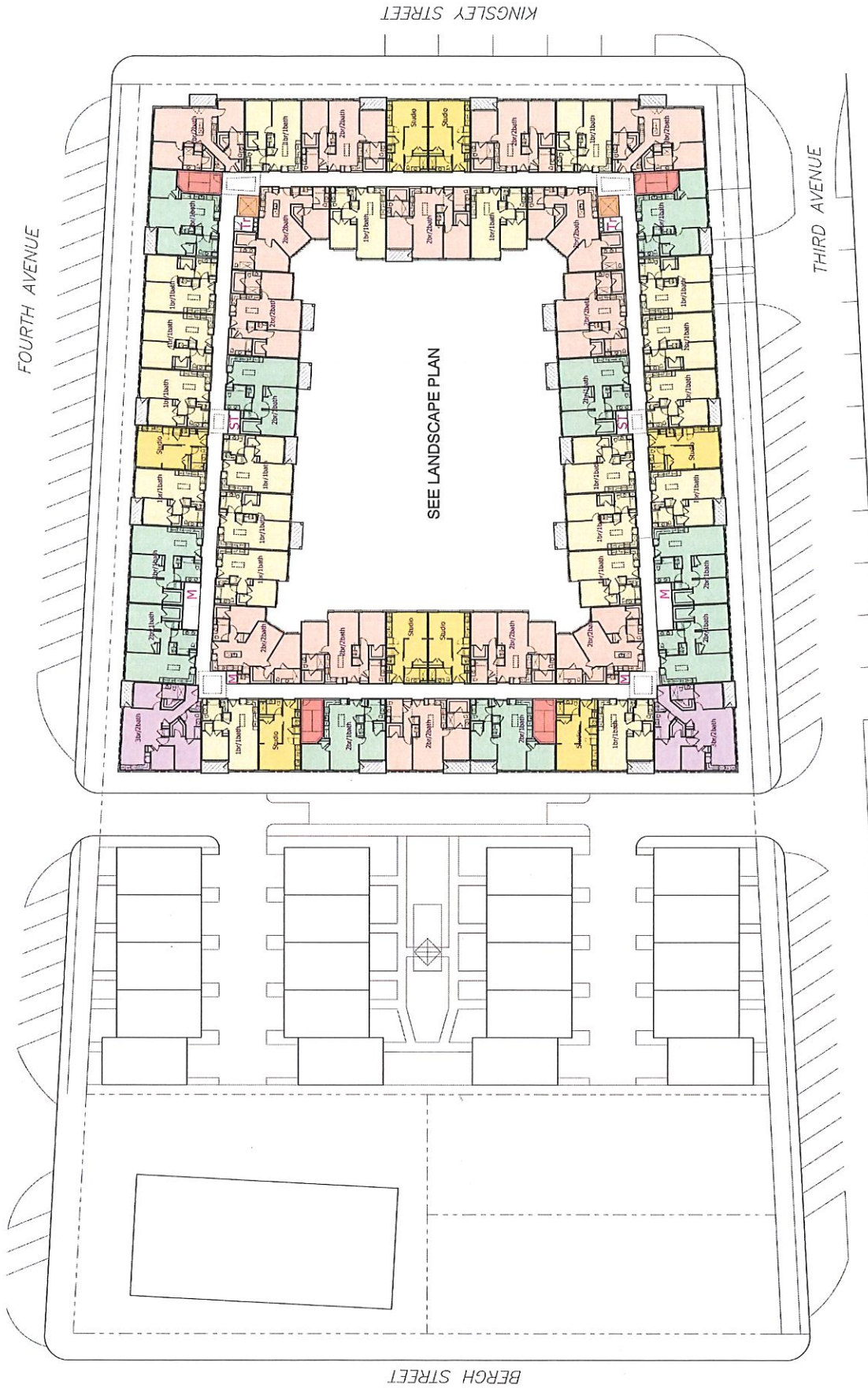
OCTOBER 06, 2020

A.04

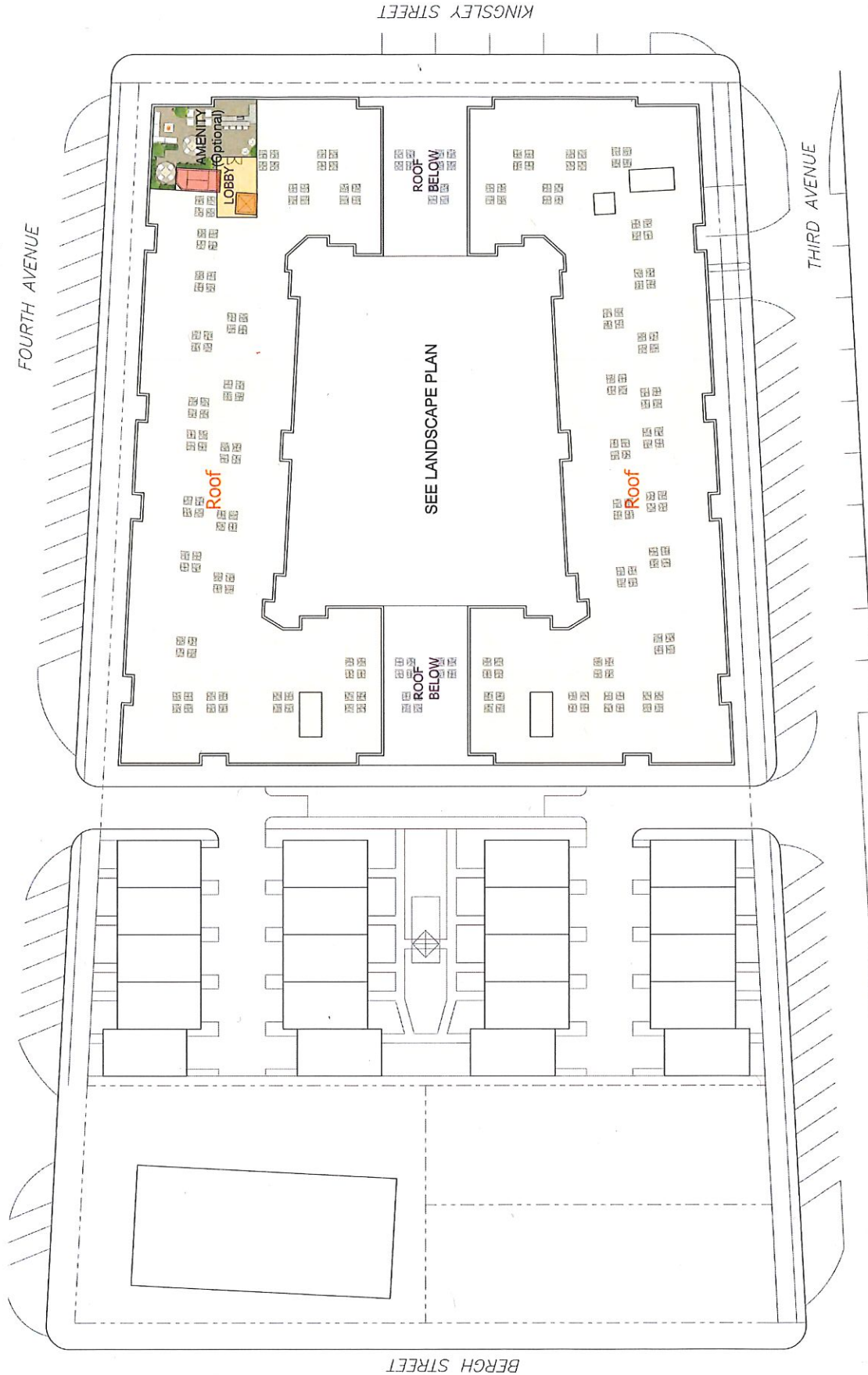
0' 10' 20' 40'
SCALE: 1" = 20'-0"

2.2.b



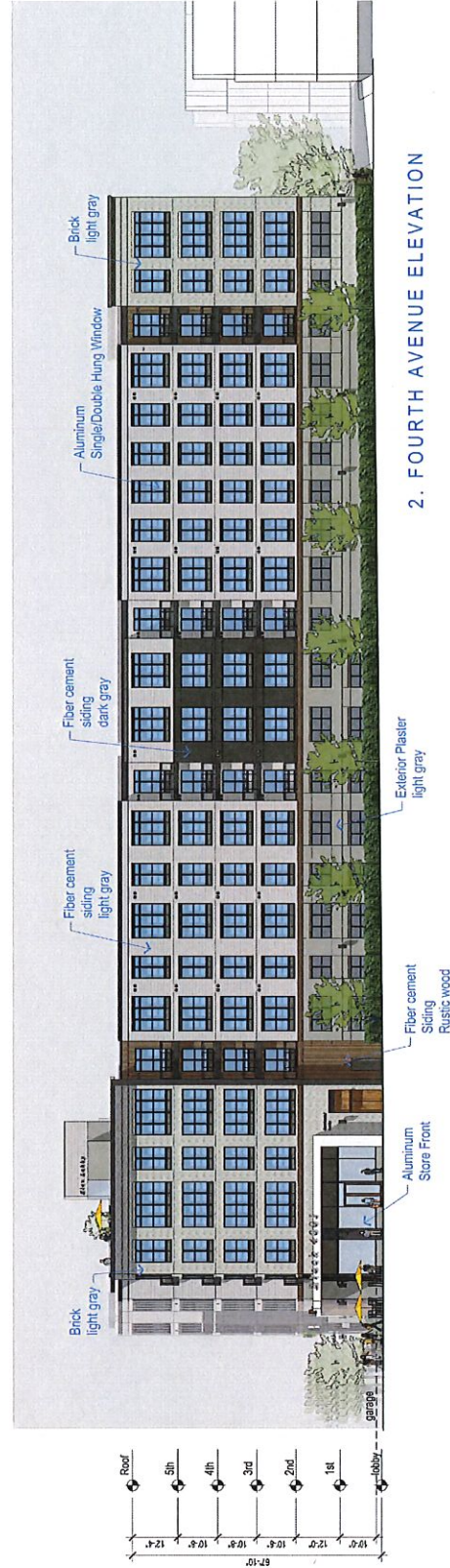








1. KINGSLEY STREET ELEVATION



2. FOURTH AVENUE ELEVATION

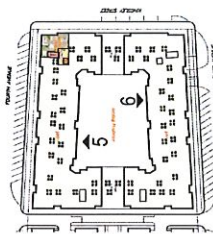
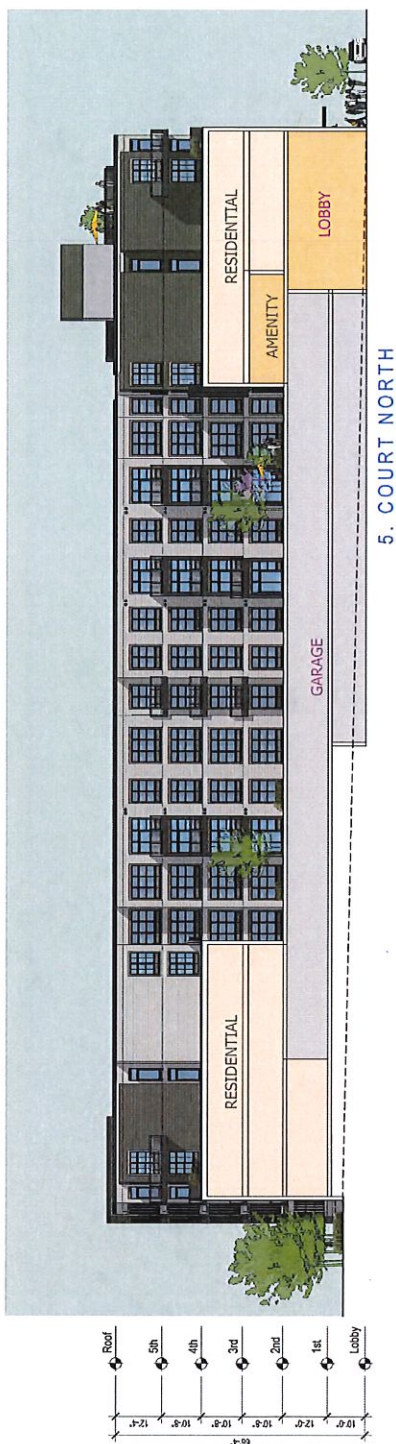


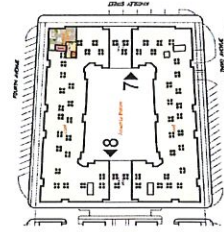
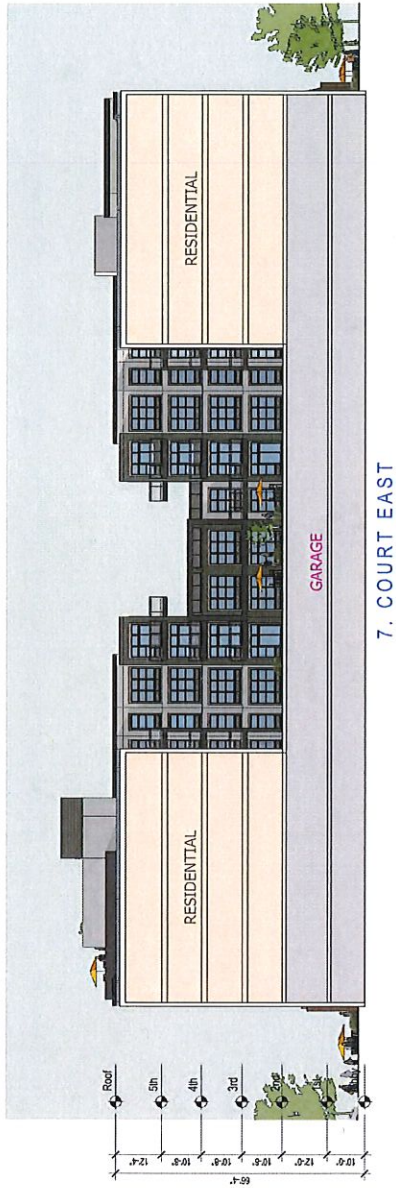
3. WEST ELEVATION



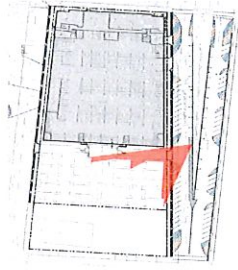
2. THIRD AVENUE ELEVATION







Key Plan



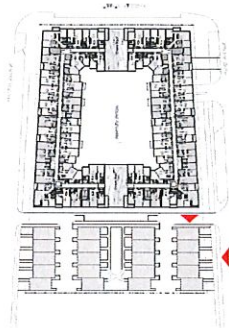
KEY PLAN

CONCEPTUAL PERSPECTIVE

BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

OCTOBER 08, 2020

A.23



KEY PLAN



46'-3" MAX BLDG HT. *

THIRD AV. VIEW - FRONT ELEVATIONS

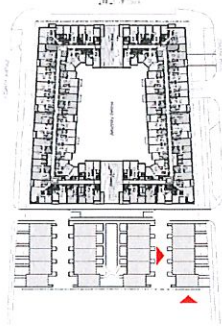
INTERIOR ST. VIEW

CONCEPTUAL ELEVATION

BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

OCTOBER 18, 2020

A.24



KEY PLAN



ALLEY REAR ELEVATIONS

SIDE ELEVATION

CONCEPTUAL ELEVATION

DETAILS
& MATERIALS

COLORS

DARK BLUE



LIGHT GREY



WHITE



ARCHITECTURAL CHARACTER

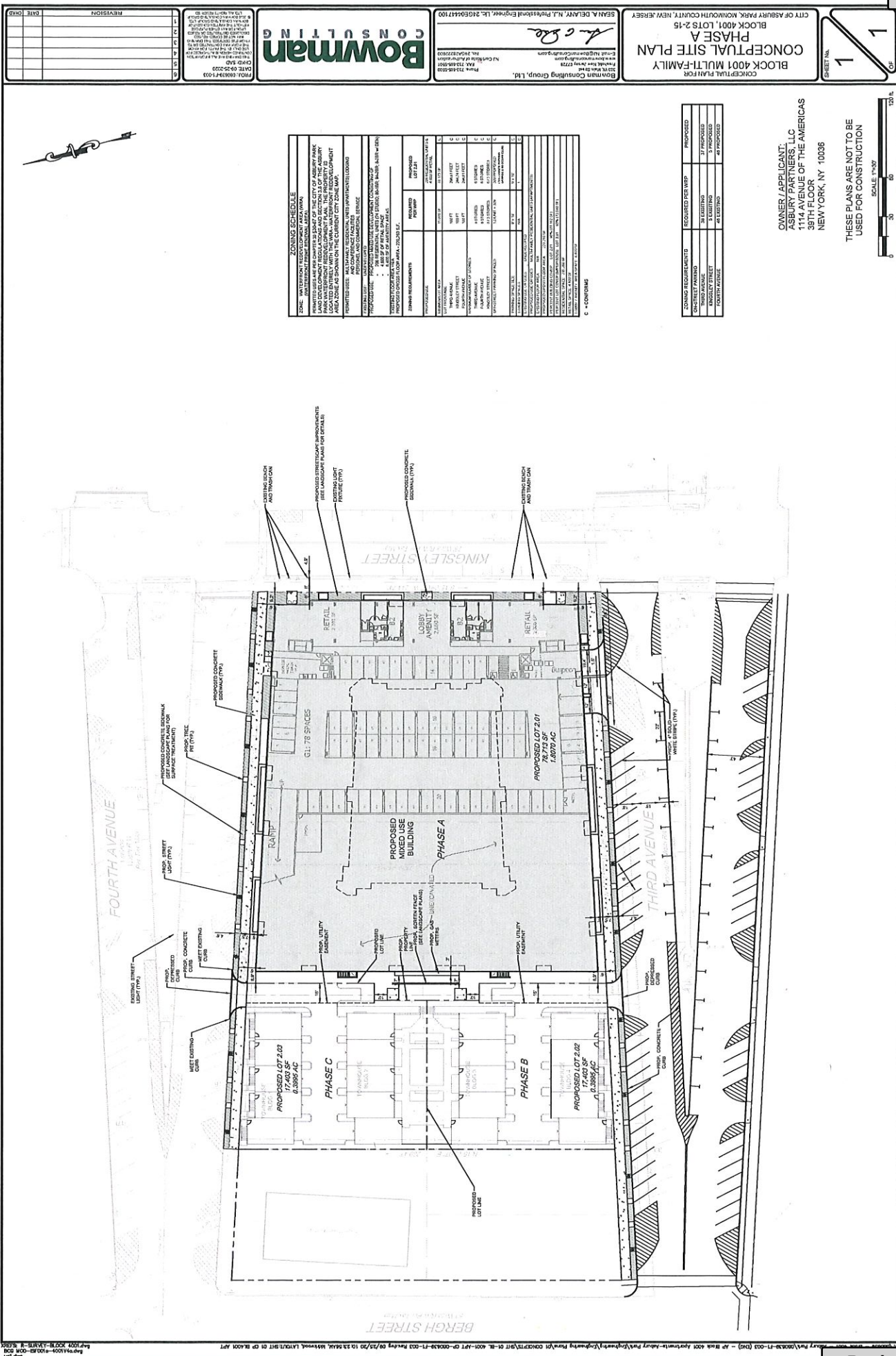
ARCHITECTURAL CHARACTER: EXTERIOR MATERIALS AND COLORS ARE SUGGESTED FOR THE ARCHITECTURAL CHARACTER OF THE BUILDING. THESE MATERIALS AND COLORS ARE NOT TO BE USED FOR THE BUILDING. ANY CHANGES TO THE ARCHITECTURAL CHARACTER OF THE BUILDING SHALL BE THE RESPONSIBILITY OF THE OWNER. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ARCHITECTURAL CHARACTER OF THE BUILDING.

BLOCK 4001

OCTOBER 06, 2020

A.30

Asbury Partners, LLC
ASBURY PARK, NJ



ZONING SCHEDULE

ZONE	MINIMUM LOT AREA (SQ. FT.)	MINIMUM LOT DEPTH (FEET)	MINIMUM FRONT YARD SETBACK (FEET)	MINIMUM SIDE YARD SETBACK (FEET)	MINIMUM REAR YARD SETBACK (FEET)	MINIMUM BUILDING HEIGHT (FEET)	MINIMUM BUILDING FOOTPRINT COVERAGE (%)	MINIMUM OPEN SPACE COVERAGE (%)	MINIMUM PARKING SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA
COMMERCIAL	10,000	100	10	5	10	35	20	20	1.0
INDUSTRIAL	20,000	150	15	10	15	40	30	30	1.5
RESIDENTIAL	5,000	50	5	3	5	25	10	10	0.5
MIXED USE	15,000	120	12	7	12	30	25	25	1.2

CONSTRUCTION REQUIREMENTS	REQUIRED PER W/P	PROPOSED
CONCRETE	37 PROPOSED	37 PROPOSED
STEEL	5 EXISTING	5 PROPOSED
WOOD	46 EXISTING	46 PROPOSED

OWNER / APPLICANT:
ASBURY PARTNERS, LLC
1114 AVENUE OF THE AMERICAS
38TH FLOOR
NEW YORK, NY 10036

THESE PLANS ARE NOT TO BE
USED FOR CONSTRUCTION



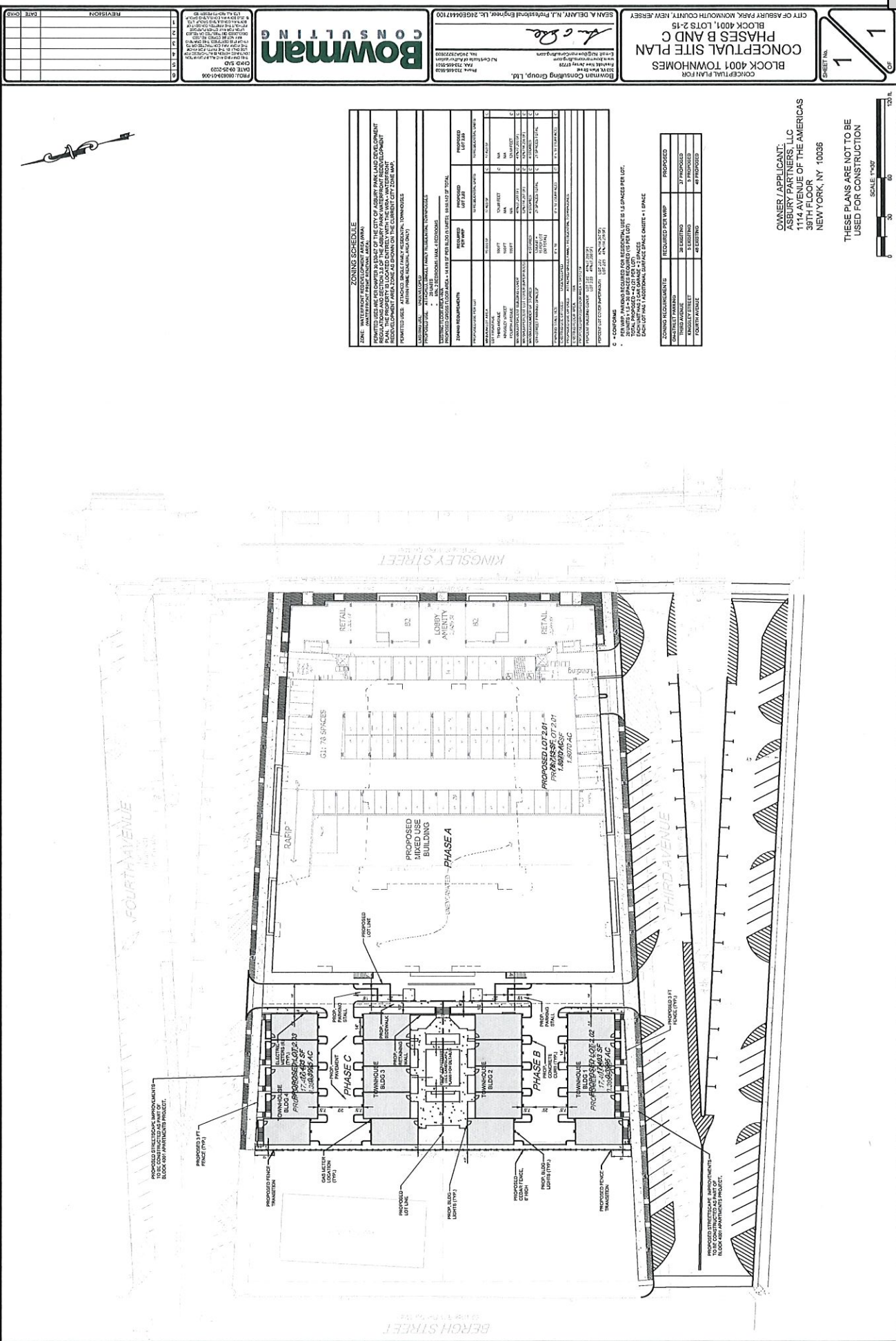
CONCEPTUAL SITE PLAN
BLOCK 4001 MULTI-FAMILY
PHASE A
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY
BLOCK 4001, LOTS 2-15

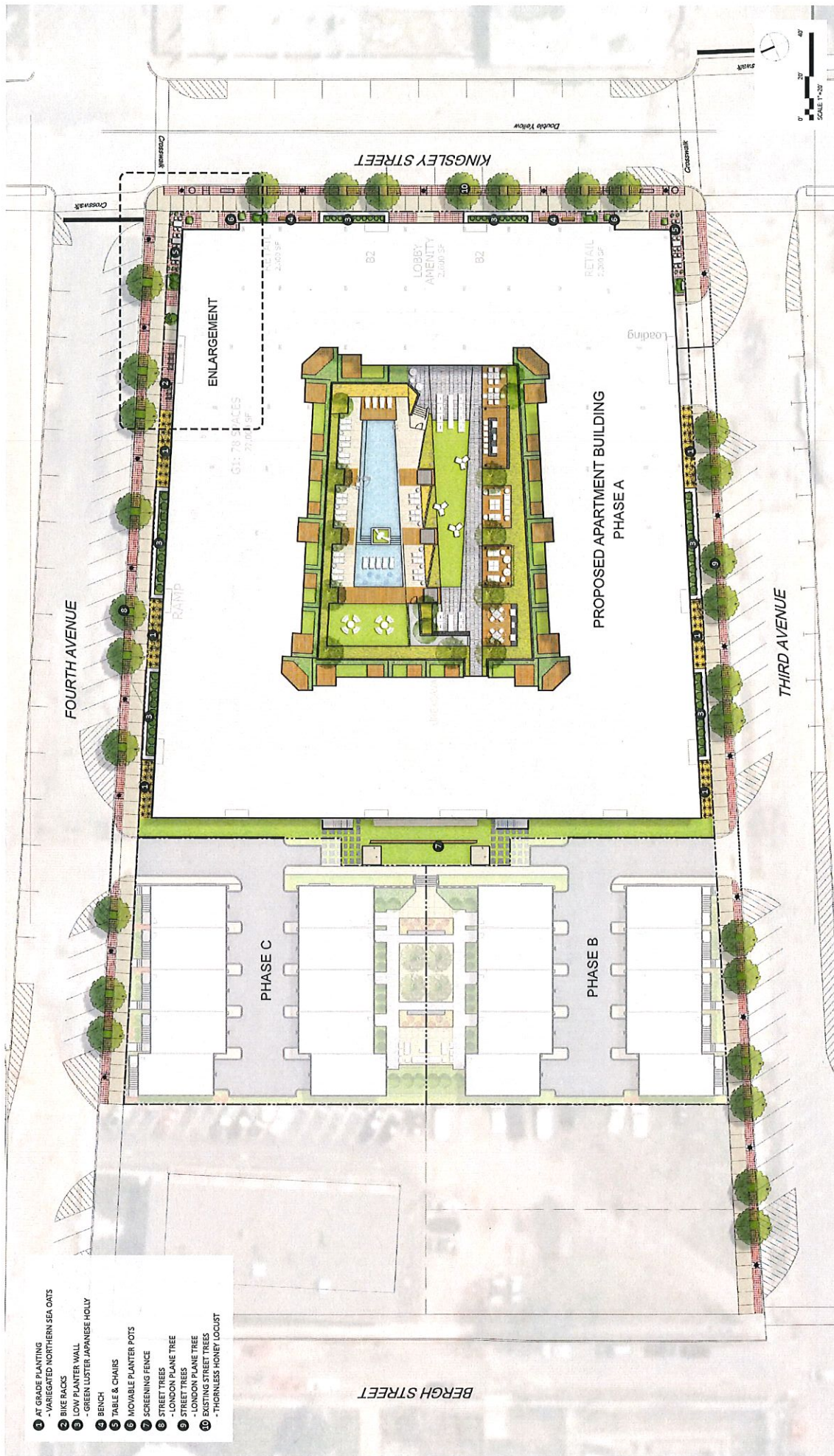
Bowman CONSULTING
3000 ROUTE 1
PO BOX 1000
ASBURY PARK, NJ 08004
TEL: 732.226.1000
FAX: 732.226.1001
WWW.BOWMANCONSULTING.COM

SEAN A. DELANEY, N.J. Professional Engineer
BLOCK 4001, LOTS 2-15
2020-62 : PRESENTATION OF DEVELOPMENT PROPOSAL FOR BLOCK 4001, LOT 2-15
DATE: 08/25/2020
BY: S.A. DELANEY
CHECKED: J. DELANEY
APPROVED: J. DELANEY

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		





Public Open Space
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December 9, 2020

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Pursuant to the Subsequent Development Agreement, the open space will be maintained by the Master Developer or the subsequent developer for a period of five (5) years after dedication to the public.

Attachment: open space (2020-62 : Presentation of Development Proposal for Block 4001, Lot 2-15)

Existing Photo of the Corner of Cookman Avenue and Heck Street



Attachment: open space (2020-62 : Presentation of Development Proposal for Block 4001, Lot 2-15)

KEY MAP



Attachment: open space (2020-62 : Presentation of Development Proposal for Block 4001, Lot 2-15)



No	Des	Description	Ry
S.I.V. 007-8			

BRIAN M. LEFF, LL.M., P.F. DATE _____
IN COUNSEL LANSING AREA CREDIT EARNING

BML
STUDIO
Serving the Music World
Since 1974
BML STUDIO LLC
1000 N. W. 10th Ave., Suite 100
Miami, FL 33136
Email: info@bmlstudio.com
Tel: 305.573.9776



December 4, 2020

Mayor and Members of City Council
 Asbury Park Redevelopment Entity
 City of Asbury Park Clerk
 One Municipal Plaza
 Asbury Park, New Jersey 07712

Re: Asbury Park Waterfront Redevelopment Area, Block 4001, Application for Technical Review

Dear Mayor and Members of City Council:

Asbury Partners, on behalf of its affiliate Block 4001 Venture Urban Renewal, LLC (collectively, "Applicant"), has applied to construct a multi-phase residential rental project on property located at Block 4001, Lots 2 through 15. To orient the Council, we have enclosed a key map showing the location of the project. We understand that Council has also been provided with the application materials previously provided to the Technical Review Committee (TRC).

Applicant appeared before the TRC on November 13, 2020 to presents its plans. We are in receipt of the report issued by Michele Alonso, the Asbury Park Director of Planning and Redevelopment, dated November 30, 2020. The report requests that the Applicant comply with a number of items, and this letter provides a response to each request.

TRC Comments and Requests:

- 1) A second rendering showing the view from the Northwest corner of the project and a rendering between the townhomes and 206- unit building –
 - a. *The Applicant will provide the requested renderings with its submission to the Planning Board.*
- 2) Applicant shall show calculation of how there are 60 free parking spaces in the Ocean Club building.
 - a. *The Applicant will provide a diagram with its submission to the Planning Board*
- 3) Applicant shall ensure that there will be no light spillage from ceiling lights or car lights in the parking garage into the public ROW and that there will be no glare produced.
 - a. *The Applicant will provide a lighting plan with its submission to the Planning Board that will address lighting within the public ROW.*



Applicant shall explore making stoops larger if possible

- b. *The Applicant will further explore increasing the size of the stoops without impacting the City Right-of-Way and will be prepared to address the feasibility of the request during testimony before the Planning Board.*
- 4) Applicant shall explore roof top solar before application to the planning board.
 - a. *Rooftop solar may be cost prohibitive. However, the Applicant will explore the possibility of adding solar panels to the roof prior to submitting and application to the Planning Board and will address the feasibility of this request in testimony.*
- 5) Applicant shall explore opportunities for small color accents in all buildings.
 - a. *The Applicant will incorporate additional color accents into the building design prior to the submission to the Planning Board.*
- 6) Applicant shall explore a small return at the roofline to create a shadow line.
 - a. *The Applicant will incorporate this design element into the submission to the Planning Board.*
- 7) Leaders and downspouts shall be incorporated into the façade design or run internal to the building.
 - a. *The Applicant will incorporate the requested change into the submission to the Planning Board.*
- 8) Applicant shall ensure that the garage grillwork is attractive and helps camouflage that the ground level is a garage. Applicant shall also explore a louver system at the openings as a design solution.
 - a. *The Applicant will further explore options for decorative grillwork prior to submitting to the Planning Board and intends to enhance the garage grillwork as part of the overall design.*



- 9) Applicant will add more trash cans, benches and bike racks to the streetscape. Separate bike storage will be provided internally for apartment building residents.
 - a. *The Applicant will clarify locations of existing trash cans, public benches, and bike racks on the site plan as part of the submission to the Planning Board. The Applicant is willing to provide additional trash cans, benches and bicycle racks in the City Right of Way as deemed necessary by the Planning Board.*
- 10) Landscape plans for all amenity areas shall be provided.
 - a. *The Applicant will submit to the Planning Board.*
- 11) Applicant shall address how waste will be handled and if a private hauler shall be used.
 - a. *The Applicant will testify to this item at the Planning Board. Trash will be handled via a private hauler.*
- 12) Applicant shall list all the elements of green building design.
 - a. *The Applicant will provide testimony concerning green building design elements to the Planning Board.*
- 13) Applicant shall commit to installing the infrastructure for the entire tax block.
 - a. *The Applicant is willing to commit to installing the remaining infrastructure around Block 4001, as outlined in the existing approved Infrastructure Component Report, contemporaneously with the construction of the buildings on Block 4001.*
- 14) For the planning board submission, a full lighting plan, ADA plan and will show utility connections. On street parking spaces, curb cuts, and the elimination of parking shall be made clearer.
 - a. *The Applicant will provide and incorporate the requested plans as part of the submission to the Planning Board.*



We look forward to presenting this project to the members of the City Council in the workshop session on Wednesday, December 9, 2020. In the meantime, if you have any questions, or require additional information, please contact me directly at (917)-733-7851.

Sincerely,

Brian A. Cheripka

Brian A. Cheripka
Senior Vice President
Block 4001 Venture Urban Renewal, LLC

Cc: Michele Alonso, Asbury Park Director of Planning and Redevelopment
Jennifer Phillips Smith, Esq., Gibbons PC
David Furgal, Vice President, Land and Development, iStar

Attachment: Block 4001 (2020-62 : Presentation of Development Proposal for Block 4001, Lot 2-15)



Minutes
Meeting of the Municipal Council
Tuesday, November 24, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

2020-333 Resolution Authorizing a meeting which excludes the public

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

LITIGATION

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

1. Call to Order/Roll Call

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

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

Minutes Acceptance: Minutes of Nov 24, 2020 6:00 PM (Minutes)

Special Events

Director of Recreation, Leesha Floyd had no special events applications at this time. She stated, the City hired 14 youths to act as youth ambassadors and their last day of work was this past Saturday, distributing bags of masks, hand wipes and hand sanitizers. The ambassadors would like to volunteer to give away masks at the churches in town on Thanksgiving Day. Janice and I will be with them on Thursday volunteering as well.

MATTERS FROM CITY COUNCIL

Council member Chapman stated, we have some more testing dates available for COVID testing at the Asbury Park transportation center. This is free, you do not have to have symptoms. I think it is important for everyone to get tested and mask up. Our testing dates are Tuesday December 1st from 9:00AM to 12:00PM, Thursday December 10th from 4:00PM to 7:00PM, and Monday December 21st from 9:00AM to 12:00PM. We also still have free rides available for our residents to go medical appointments and grocery shopping. In order to reserve a ride, you should call 201-939-4242. Thank you everyone, and I wish you and your families a wonderful Thanksgiving.

Council member Clayton stated, “Shop Asbury Park Free” is open this week. There is free weekend parking every weekend in November and December at the Bangs avenue parking garage. There is free Saturday parking on all metered parking spaces, every Saturday after Thanksgiving through Christmas. We’re looking forward to you coming in, shopping and spending time with our businesses and restaurants, and you don’t have to pay for parking. Between now and Thanksgiving there are a number of organizations that are providing dinners and packages to families and individuals for Thanksgiving. The information for those sites is on our website or you can call the Social Services office and they will share that information with you. I wish everyone a safe and Happy Thanksgiving.

Council member Kendle stated, at Good Hope Baptist church on Washington Avenue, we will giving out dinners on Thanksgiving starting at 10:00AM. It is take-out only, you cannot sit inside and eat. Children must be with a parent unless you are 13 years old. As the other council members said, have a beautiful Thanksgiving, please be safe, and also don’t forget to wear your masks.

Deputy Mayor Quinn stated, we ended up having quite a number of people at the COVID testing, so you should go early. I think everyone is seeing the rising number in positive cases, things are likely going to get worse before they get better and we just ask that everyone be as safe as humanly possible. I have to give credit to an LLC restaurant that I thought really led the charge in what to do when a staff member tests positive and that is Barrio, Reyla, and LayLow. They closed down, contacted their staff, had all staff tested on their dime, and they brought in Urgent Care to do the testing. The biggest thing they did was they were transparent to the public about a staff member testing positive. When I see the business and restaurant community in Asbury leading the charge in showing how it should be handled, I just wanted to give them a shout out that they are quite the leaders in taking on all of those steps. None of which were required by Monmouth County Health, but what they believed was important for their patrons and their staff. Kudos to Barrio and Reyla for setting the bar high for the restaurant industry in Asbury.

Mayor Moor stated, Leesha and the ambassadors thank you very much, great job. Everybody have a safe and Happy Thanksgiving. The most important subject is one we’ve all talked about a little bit tonight, COVID. Asbury Park went over 500 today. From 400 to 500 is the quickest time frame that

its gone up by 100. Forget being out of the woods, we are back into the middle of the forest and its going to get worse before it gets better. I agree with Amy, the testing sites are wonderful and I cannot thank the freeholders enough, especially Freeholder Arone. Because of the constant asking from Yvonne and Eileen to please get us tests, they were doing 150 a day now they're doing 200 a day. But if you're not there an hour ahead of time, you probably won't be able to get tested. If you are going there please leave early, like Amy said. Please wear the masks, it seems to be the only thing that is working. The vaccines are right around the corner hopefully, we have three companies that are close to approval. To get the entire state done, the vaccine will not be until summertime at the earliest. Let's get through the winter and we'll go from there. Again, I wish everyone a Happy Thanksgiving. Please the main thing right now is to listen to the protocol and behave to the protocol, social distancing, wear your mask and please be safe. Thank you.

MATTERS FROM CITY MANAGER

City Manager, Donna Vieiro presented the 2019-2020 Best Practices inventory with Mayor and council.

1. 2019-2020 Best Practices

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 Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli.

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

MINUTES

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

1. Municipal Council-Executive Session Meeting Oct. 28th 5:00 pm
2. Municipal Council-Executive Session Meeting Nov. 12th 5:00 PM
3. Municipal Council - Regular Meeting - Nov 12, 2020 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2020-334 Authorize the Acceptance of Funding from the State of New Jersey, Department of Human Services, Division of Mental Health Services for the Year 2021 Mental Health Grant

INDIVIDUAL RESOLUTIONS

2020-335 Resolution Approving Payment of Bills
Council member Chapman abstained from 20-03082.

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

2020-336 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2020 Budget

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

2020-337 Resolution Providing for The Combination of Certain Issues Of \$6,580,000 General Obligation Bonds, Series 2020 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 2020 Pooled Governmental Loan Program

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

2020-338 Awarding a contract to provide Fire Department Uniforms

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

2020-339 Authorizing the Purchase of IAPro Software for the Police Department

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

Minutes Acceptance: Minutes of Nov 24, 2020 6:00 PM (Minutes)

2020-340 Resolution Authorizing the Purchase of Personal Protection Turnout Gear for the Fire Department

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

2020-341 Resolution Authorizing Purchase of Ammunition for the Police Department

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

2020-342 Resolution to Cancel RAB PILOT Billing Block 4002 Lot 1.1106 C1106 1101 Ocean Ave, Unit 1106

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

2020-343 Resolution to Terminate Sewer Account Billing, Cancel Open Charges and Bill Subdivided Lot Block 1903 Lot 21 1415 Asbury Avenue

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

2020-344 Resolution Extending the Temporary Relaxation of Existing Ordinances and Procedures Associated with Existing Restaurants and Food Establishments and Retail Businesses to Offer Outdoor Dining and Outdoor Displays

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

ORDINANCES

Introduction

2020-25 A Capital Ordinance Appropriating the Sum of \$362,000.00 for Vehicles for Various Departments

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 12/22/2020 6:00 PM

MOVER: Yvonne Clayton, Councilmember

SECONDER: John Moor, Mayor

AYES: Chapman, Clayton, Kendle, Quinn, Moor

2020-26 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 12/22/2020 6:00 PM

MOVER: Jesse Kendle, Councilmember

SECONDER: John Moor, Mayor

AYES: Chapman, Clayton, Kendle, Quinn, Moor

2020-27 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 12/22/2020 6:00 PM

MOVER: Eileen Chapman, Councilmember

SECONDER: Amy Quinn, Deputy Mayor

AYES: Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

ADJOURNMENT

The meeting was adjourned at 6:30 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Nov 24, 2020 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 9, 2020
RESOLUTION SUMMARY

2020-346



RESOLUTION NO. 2020-346

**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 \$1,874,269.58

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	\$ 1,007,648.58
BOARD OF EDUCATION	<u>866,621.00</u>
 TOTAL VOUCHERS	 \$ <u>1,874,269.58</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. 2020-346 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

December 2, 2020
12:41 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 9-First to 0-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/20 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
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
0-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA GEESE CHASERS, LLC	20-02674 4TH QTR 2020 CLEARING AND			1,079.00	0.00	B
0-01-20-100-000-209	ADMINISTRATION Fees					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	20-03227 Invoice 2252 Afford. Housing			106.50	0.00	
	Extd Total: ADMINISTRATION			1,185.50		
	Department Total: ADMINISTRATION			1,185.50		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
0-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA THE NEW COASTER, LLC	20-03201 INVOICE #56334 LEGAL AD 11/12			31.74	0.00	
	Extd Total: MUNICIPAL CLERK			31.74		
	Department Total: MUNIC CLERK			31.74		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
0-01-20-130-000-201	FINANCE General Plant					
WBMASON W.B.MASON CO., INC.	20-03173 Fax Machine			293.99	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.	20-03241 ACCT# 014764 NOVEMBER 2020			49.55	0.00	
MARBUS MARLIN BUSINESS BANK	20-03244 INVOICE #18572197 DEC 2020			390.43	0.00	
				<u>733.97</u>		
0-01-20-130-000-202	FINANCE Office Supplies					
JERMAIL JERSEY MAIL SYSTEMS, LLC	20-03176 Ink Cartridges for Postage			608.95	0.00	
0-01-20-130-000-223	FINANCE Condo Reimbursements					
LAKDRI LAKE DRIVE COURT CONDO ASSOC.	20-03210 3rd. Q 2020 Trash Reimb.			968.74	0.00	
MERCON MERCURY CONDOMINIUM ASSOC.	20-03213 3rd. Q. Condo Lighting Reimb			329.39	0.00	
301SHO 301 SHOREVIEW CONDO. ASSOC. INC	20-03214 3rd. Q 2020 Trash Reimb.			970.46	0.00	
PARLAN PARK LANE CONDOMINIUM ASSOC.	20-03215 3rd Q 2020 Lighting Reimb.			88.30	0.00	
304OCE 304 OCEAN ARMS CONDO. ASSOC.	20-03216 3rd Q. 2020 Lighting Reimb			83.04	0.00	
700MAT 700 MATTISON CONDOMINIUM	20-03217 3rd Q 2020 Lighting Reimb.			100.03	0.00	
				<u>2,539.96</u>		
	Extd Total: FINANCIAL ADMINISTRATION			3,882.88		
	Department Total: FINANCE			3,882.88		

Attachment: Bill List 12-9-20 (2020-346 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
0-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	20-02849	General Legal September 2020	11,321.40	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	20-03154	General Legal October 2020	<u>10,159.35</u>	0.00	
				21,480.75		
	Extd Total: LEGAL SERVICES			21,480.75		
	Department Total: LEGAL SERVICES			21,480.75		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
0-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
ADORAMA	ADORAMA INC.	20-00981	#1955863 CAMCORDER & CAMERA	3,618.49	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			3,618.49		
	Department Total: APTV			3,618.49		
	CAFR Total:			30,199.36		
Department: Planning Department						
Extd: Planning Department						
0-01-21-179-000-201	Planning Dept. General Plant					
WBMASON	W.B.MASON CO., INC.	20-03259	Ink for ink jet -Planning	90.08	0.00	
	Extd Total: Planning Department			90.08		
	Department Total: Planning Department			90.08		
	CAFR Total:			90.08		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
0-01-22-195-000-299	CODE ENFORCE Misc.					
WATSPR	WATCHUNG SPRING WATER CO., INC.	20-03174	ACCT #190657 OCT & NOV 2020	60.74	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			60.74		
	Department Total: CODE ENFORCE			60.74		
	CAFR Total:			60.74		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
0-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	20-03219	HEALTH COVERAGE DECEMBER 2020	478,534.28	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			478,534.28		
	Department Total: GROUP INSUR.			478,534.28		
	CAFR Total:			478,534.28		

Attachment: Bill List 12-9-20 (2020-346 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
Extd: POLICE DEPARTMENT						
0-01-25-240-000-201	POLICE General Plant					
JERSE010	JERSEY SHORE UNIVERSITY	20-03181	Physical Examination For	515.76	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	20-03204	M-60582 Repaired Radio System	900.00	0.00	
				1,415.76		
0-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	20-03060	Office Supplies	30.05	0.00	
WBMASON	W.B.MASON CO., INC.	20-03207	AVISTAT-D Disinfectant Spray	330.00	0.00	
				360.05		
0-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	20-02792	Blanket Tires Police Cars	204.00	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-03169	Blanket Auto Repairs	441.08	0.00	B
				645.08		
0-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	20-03120	INVOICE #2015492 OCTOBER 2020	4,733.15	0.00	
0-01-25-240-000-216	POLICE Supplies-Compu.					
AMAZ0005	AMAZON.COM SERVICES	20-02974	HP 15 cs3019nr Pavilion LAPTOP	3,117.00	0.00	
0-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	20-03117	INVOICE #M59627 NOVEMBER 2020	1,220.00	0.00	
OPTIMUM	OPTIMUM	20-03170	#07866-182313-01-5 11/8 - 12/7	237.94	0.00	
				1,457.94		
0-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	20-00473	Field Training Officer Course	50.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	20-00544	Field Training Officer 11/16 -	25.00	0.00	
SETS	SURVIVAL EDGE TACTICAL SYSTEMS	20-02816	Advance Level 1 Public Order	500.00	0.00	
				575.00		
Extd Total: POLICE DEPARTMENT				12,303.98		
Department Total: POLICE				12,303.98		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
0-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE	20-01165	BLANKET - MISC SUPPLIES NEEDED	73.98	0.00	B
FAIHOS	FAIL SAFE TESTING LLC	20-02890	Annual fire hose test	2,542.20	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	20-03045	Quote #11100 occupancy signs	203.00	0.00	
JUNLAS	JUNGLE LASERS, LLC	20-03180	INV #59327 11/16 - 12/15/2020	1,000.00	0.00	
WESPES	WESTERN PEST SERVICES	20-03265	Inv 54521268 October pest cont	104.00	0.00	
WESPES	WESTERN PEST SERVICES	20-03274	Inv 2005938 NOVEMBER pest cont	104.00	0.00	
				4,027.18		
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	20-03222	INV:63423-8389 Repairs	740.80	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
SKYEQU SKYLANDS AREA FIRE EQUIPMENT	20-02524 FIRE DEPARTMENT TURN OUT GEAR			7,156.13	0.00	
0-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
REVGUA REVENUE GUARD MEDICAL CLAIMS	20-03108 October Fees Inv. 93020			3,325.59	0.00	
	Extd Total: FIRE DEPARTMENT			15,249.70		
	Department Total: FIRE DEPT.			15,249.70		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
0-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.	20-03279 NOV 2020 SERVICES RENDERED			3,250.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			3,250.00		
	Department Total: PROSECUTOR			3,250.00		
	CAFR Total:			30,803.68		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
0-01-26-290-000-201	STREETS & ROAD General Plant					
ATLLOK ATLANTIC LOCK & SAFE	20-00579 Various Supplies, Tools, etc			149.00	0.00	B
JEMIND JEM INDUSTRIAL SERVICES, INC.	20-02501 Aerosol Disinfectant Spray			550.16	0.00	
FOSCOM FOSTER & COMPANY, INC.	20-02670 Power Nutsetter & Undercoat			173.29	0.00	
GRAING GRAINGER, INC.	20-02744 Various Supplies & Materials			138.00	0.00	B
TRAFF010 TRAFFIC CONTROL SOLUTIONS CORP	20-03094 Garbage Bags, Vests & Gloves			1,146.40	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.	20-03190 #192485 Hot Mixed Asphalt			112.53	0.00	
				2,269.38		
0-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
MANGEN MANASQUAN GENERATOR	20-00293 Automotive Parts and Tools			130.00	0.00	B
LAWPRO LAWSON PRODUCTS, INC.	20-00297 Automotive Supplies & Parts			338.00	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	20-02134 Various Supplies, Tools, etc			102.00	0.00	B
EDWTIR EDWARDS TIRE CO., INC.	20-02266 Supplies, Tools and Service			197.40	0.00	B
THEHOS THE HOSE SHOP, INC.	20-02361 Various Hoses, Parts and Tools			9.88	0.00	B
CENTJER CENTRAL JERSEY EQUIPMENT, LLC	20-02384 Service, Supplies and Tools			425.29	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE	20-02563 Automotive Supplies and Tools			393.38	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	20-02803 Various Supplies, Tools, etc			427.42	0.00	B
SEAFOR SEA BREEZE FORD INC.	20-02824 Automotive Supplies and Tools			411.90	0.00	B
RHSPRI R&H SPRING & TRUCK REPAIR, INC.	20-02994 Repair of Truck #50			7,822.85	0.00	
				10,258.12		
0-01-26-290-000-211	STREETS & ROAD Traffic					
GRAING GRAINGER, INC.	20-03187 Various Supplies for Traffic			143.52	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			12,671.02		
	Department Total: STREETS & ROAD			12,671.02		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-209	SOLID WASTE Fees					
OHAG	OHAGAN NURSERY COMPOST DIVISIO	20-02865	Vac Compressed and Raw Leaves	5,323.00	0.00	B
DELDEM	DELISA DEMOLITION, INC.	20-02871	Construction Debris Removal	3,874.20	0.00	B
DELDEM	DELISA DEMOLITION, INC.	20-03184	#196866 Trash Tipping Fees	29,596.46	0.00	
				38,793.66		
	Extd Total: SOLID WASTE COLLECTION			38,793.66		
	Department Total: SOLID WASTE			38,793.66		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
0-01-26-310-000-201	BUILDING & GND General Plant					
VERITIV	VERITIV OPERATING COMPANY	20-01928	Various Maintenance Supplies	607.32	0.00	
GRAING	GRAINGER, INC.	20-02743	Various Supplies & Materials	353.03	0.00	B
GRAING	GRAINGER, INC.	20-03064	Mid Arc, Chrome, Zurn #468D12	1,683.20	0.00	
SHEWIL	SHERWIN WILLIAMS	20-03138	Paint/Supplies - Taxi Office	482.69	0.00	
RILOUT	RILEIGHS OUTDOOR DECOR	20-03146	Various ROD-LED 120V Bulbs	1,750.05	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	20-03191	#402021647 Pest Control 11/02	170.00	0.00	
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-03203	Material f/ Monroe Fire Trng	694.15	0.00	
MCMCAR	MCMMASTER-CARR SUPPLY CO.	20-03206	Temporary Light Bulb Socket	178.42	0.00	
				5,918.86		
	Extd Total: BUILDINGS & GROUNDS			5,918.86		
	Department Total: BUILDING & GND			5,918.86		
	CAFR Total:			57,383.54		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-201	SOCIAL SERVICES General Plant					
WBMASON	W.B.MASON CO., INC.	20-03167	Office Supplies	130.99	0.00	
	Extd Total: SOCIAL SERVICES:			130.99		
	Department Total: PUBLIC ASST			130.99		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
0-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	20-03226	#07866-196932-01-7 11/15-12/14	8.33	0.00	
	Extd Total: SENIOR CENTER			8.33		
	Department Total: SENIOR CENTER			8.33		
	CAFR Total:			139.32		

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
0-01-28-370-000-299	RECREATION Misc.					
AMAZ0005 AMAZON.COM SERVICES		20-03163	hand sanitizer,wipes-covid	927.56	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			927.56		
	Department Total: RECREATION			927.56		
	CAFR Total:			927.56		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU N.J. NATURAL GAS CO.		20-03245	#100-3146-5850-17 10/9-11/10	4,424.66	0.00	
JCPL JCPL		20-03277	#100 016 434 381 10/24-11/23	7,975.39	0.00	
				12,400.05		
	Extd Total: LIGHT,HEAT,POW			12,400.05		
Extd: STREET/TRAFFIC						
0-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		20-03175	#100 013 520 380 10/17-11/16	17,107.49	0.00	
JCPL JCPL		20-03234	#100 082 843 523 10/21-11/18	326.42	0.00	
JCPL JCPL		20-03277	#100 016 434 381 10/24-11/23	4,722.62	0.00	
				22,156.53		
	Extd Total: STREET/TRAFFIC			22,156.53		
	Department Total: LIGHTING			34,556.58		
Department: TELEPHONE						
Extd: TELEPHONE						
0-01-31-440-000-299	TELEPHONE Misc.					
VERIZON VERIZON WIRELESS		20-03264	#342269861-00001 10/5 - 11/04	3,862.45	0.00	
VERZON VERIZON BUSINESS		20-03266	150-717-354-000165 11/16-12/15	2,887.08	0.00	
ATTLLC AT&T MOBILITY LLC		20-03271	#287284651437 10/12 - 11/11	2,111.83	0.00	
ATTLLC AT&T MOBILITY LLC		20-03272	#287284936037 10/12 - 11/11	586.26	0.00	
ATTLLC AT&T MOBILITY LLC		20-03273	#287286595693 10/12 - 11/11	55.44	0.00	
				9,503.06		
	Extd Total: TELEPHONE			9,503.06		
	Department Total: TELEPHONE			9,503.06		
Department: GASOLINE						
Extd: GASOLINE						
0-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		20-02267	Ultra Low Sulfur Diesel Fuel	1,345.90	0.00	B

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-31-460-000-299	GASOLINE Misc.		Continued			
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-02547	Unleaded RFG Fuel	3,131.36	0.00	B
				4,477.26		
	Extd Total: GASOLINE			4,477.26		
	Department Total: GASOLINE			4,477.26		
	CAFR Total:			48,536.90		
Department: BPP-DUE TO BOARD OF ED.						
Extd: BPP-DUE TO BOARD OF ED.						
0-01-42-496-000-299	BPP DUE TO LOCAL SCHOOL DISTRICT					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	20-03229	School Tax December 2020	58,888.00	0.00	
	Extd Total: BPP-DUE TO BOARD OF ED.			58,888.00		
	Department Total: BPP-DUE TO BOARD OF ED.			58,888.00		
	CAFR Total:			58,888.00		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
0-01-43-490-000-201	MUNIC COURT General Plant					
CITY	CITY OF ASBURY PARK	20-03192	bank fees october 2020	124.90	0.00	
0-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015	MICHAEL G. CELLI JR	20-03218	SERVICE RENDERED NOVEMEBR 2020	1,500.00	0.00	
	Extd Total: MUNICIPAL COURT			1,624.90		
	Department Total: MUNIC COURT			1,624.90		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
0-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPOLI	20-03278	NOV 2020 SERRVICES RENDERED	2,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,000.00		
	Department Total: PUBLIC DEFEND.			2,000.00		
	CAFR Total:			3,624.90		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
0-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	20-03229	School Tax December 2020	807,733.00	0.00	
	Extd Total: TAXES PAYABLE:			807,733.00		
	Department Total: TAXES PAYABLE:			807,733.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			807,733.00		
	Fund Total: CURRENT			1,516,921.36		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
OPTIMUM OPTIMUM		20-03195	#07866-152521-04-4 11/15-12/14	99.89	0.00	
0-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL		20-03175	#100 013 520 380 10/17-11/16	208.17	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			308.06		
	Department Total: UTILITY OE			308.06		
	CAFR Total:			308.06		
	Fund Total: BEACH			308.06		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
WBMASON W.B.MASON CO., INC.		20-02903	#s108291207 Monitor Stand	44.46	0.00	
EASTE005 EASTERN LIFT TRUCK CO., INC.		20-03152	C49384 Windshield for GEM Car	1,421.92	0.00	
OPTIMUM OPTIMUM		20-03220	#07866-196915-01-3 11/15-12/14	141.18	0.00	
				1,607.56		
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			1,607.56		
	Department Total: UTILITY OE			1,607.56		
	CAFR Total:			1,607.56		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			1,607.56		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
0-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
MUNMAI MUNICIPAL MAINTENANCE CO.		20-01370	QUOTE#43314Q SPROCKET & TORQUE	1,220.00	0.00	
GENINC GENSERVE, LLC		20-02996	Weekly Rental-500kw Generator	6,362.18	0.00	
HACCEM HACH COMPANY		20-03002	DR300 Pocket Colorimeter	1,024.16	0.00	
RUDCOR RUDY CORONA		20-03128	Sea Isle Ice Reimbursement	28.71	0.00	
GRAING GRAINGER, INC.		20-03186	Rubber Boot, Knee, Blk, #1TZN3	121.14	0.00	
TREDEP TREASURER-STATE NJ - NJDEP		20-03253	License Renewal - Schweikert	70.00	0.00	
				8,826.19		
0-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU N.J. NATURAL GAS CO.		20-03245	#10-3146-5850-17 10/9-11/10	2,630.27	0.00	
JCPL JCPL		20-03277	#100 016 434 381 10/24-11/23	24,387.60	0.00	
				27,017.87		
0-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GENINC GENSERVE, LLC		20-02996	Weekly Rental-500kw Generator	7,984.82	0.00	
OPTIMUM OPTIMUM		20-03196	#07866-197754-01-4 11/15-12/14	157.23	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.		20-03238	ACCT #014766 NOVEMBER 2020	16.15	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-07-55-502-000-218	SEWER UTILITY O/E: Contract Services	Continued				
RAPPUM	RAPID PUMP & METER SERVICE	20-03256	#RSRI61267 Service Call 11/05	600.98	0.00	
				8,759.18		
0-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	20-03126	INVOICE #518339 OCTOBER 2020	12,405.75	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			57,008.99		
	Department Total: UTILITY OE			57,008.99		
	CAFR Total:			57,008.99		
	Fund Total: SEWER UTILITY: BUDGET:			57,008.99		
	Year Total:			1,575,845.97		
Fund:	CURRENT					
Department:	ENGINEER SERV					
Extd:	ENGINEERING SERVICES					
9-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO, PA	19-03177	LSRP SERVICES AT THE DPW	5,746.50	0.00	B
	Extd Total: ENGINEERING SERVICES			5,746.50		
	Department Total: ENGINEER SERV			5,746.50		
	CAFR Total:			5,746.50		
	Fund Total: CURRENT			5,746.50		
	Year Total:			5,746.50		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-006	Various General Capital Improvements					
MILCOM	MILLENNIUM COMMUNICATIONS	20-02523	NORTH BOARDWALK CAMERAS	117,092.50	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			117,092.50		
	Department Total:			117,092.50		
	CAFR Total:			117,092.50		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			117,092.50		
	Year Total:			117,092.50		
Fund:	GRANT FUND BUDGET:					
G-02-43-936-020-201	Equipment					
AMAZ0005	AMAZON.COM SERVICES	20-03208	Electrostatic Sprayers	1,270.00	0.00	
	Extd Total:			1,270.00		
	Department Total:			1,270.00		
	CAFR Total:			1,270.00		
	Fund Total: GRANT FUND BUDGET:			1,270.00		
	Year Total:			1,270.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: TRUST OTHER						
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA DEPT.OF CHILDREN & FAMILIES	20-03221 3rd Quarter Marriage Report			1,150.00	0.00	
	Extd Total:			1,150.00		
T-20-56-850-868-801	Reserve for P.O.A.A.					
CRAPRI CRAFTMASTER PRINTING, INC.	20-03053 #11091 REQUEST DISMISS & ENVEL			761.00	0.00	
WBMASON W.B.MASON CO., INC.	20-03073 office supplies			283.94	0.00	
				1,044.94		
	Extd Total:			1,044.94		
	Department Total:			2,194.94		
	CAFR Total:			2,194.94		
	Fund Total: TRUST OTHER			2,194.94		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-400-000-299	1105/1107 MEMORIAL(SEAVIEW INV./FASANO)					
INSENG INSITE ENGINEERING, LLC	20-03255 Insite Invoice # 22541			380.00	0.00	
	Extd Total:			380.00		
	Department Total:			380.00		
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)					
CLACAN CLARKE CATON HINTZ PC	20-03179 CCH November 2020 invoices			2,045.00	0.00	
	Extd Total:			2,045.00		
	Department Total:			2,045.00		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
CLACAN CLARKE CATON HINTZ PC	20-03179 CCH November 2020 invoices			850.00	0.00	
	Extd Total:			850.00		
	Department Total: PERS			850.00		
T-21-00-477-000-299	300 6TH AVENUE (300 6TH AVENUE,LLC)					
CLACAN CLARKE CATON HINTZ PC	20-03179 CCH November 2020 invoices			330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
T-21-00-478-000-299	407-409 SEWALL AVE.(407 SEWALL AVE.,LLC)					
CLACAN CLARKE CATON HINTZ PC	20-03179 CCH November 2020 invoices			550.00	0.00	
	Extd Total:			550.00		
	Department Total:			550.00		

Attachment: Bill List 12-9-20 (2020-346 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-494-000-299 CLACAN CLARKE CATON	202 7TH AVE(202 7TH AVE, LLC/P.FASANO) HINTZ PC	20-03179	CCH November 2020 invoices	110.00	0.00	
	Extd Total:			110.00		
	Department Total:			110.00		
Department: PUBLIC DEFEND.						
T-21-00-495-000-299 CLACAN CLARKE CATON	900-901 MATTISON AVE(ASBURY MEM.PARKWAY) HINTZ PC	20-03179	CCH November 2020 invoices	185.00	0.00	
	Extd Total:			185.00		
	Department Total:		PUBLIC DEFEND.	185.00		
T-21-00-498-000-299 CLACAN CLARKE CATON	704 4TH AVE(13 GRAND POINT WAY, LLC) HINTZ PC	20-03179	CCH November 2020 invoices	330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
Department: DOWN PAYMENT						
T-21-00-510-000-299 CLACAN CLARKE CATON	1101 KINGSGLEY AVE(ASBURY PARTNERS/ISTAR) HINTZ PC	20-03179	CCH November 2020 invoices	440.00	0.00	
	Extd Total:			440.00		
	Department Total:		DOWN PAYMENT	440.00		
	CAFR Total:		PLANNING & ZONING ESCROW FUND BUDGET:	5,220.00		
	Fund Total:		PLANNING & ZONING ESCROW FUND BUDGET:	5,220.00		
	Year Total:			7,414.94		
Total Charged Lines: 276 Total List Amount: 1,707,369.91 Total Void Amount:				0.00		

Attachment: Bill List 12-9-20 (2020-346 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	1,516,921.36	0.00	0.00	1,516,921.36
BEACH	0-05	308.06	0.00	0.00	308.06
TRANSPORTATION UTILITY: BUDGET:	0-06	1,607.56	0.00	0.00	1,607.56
SEWER UTILITY: BUDGET:	0-07	57,008.99	0.00	0.00	57,008.99
Year Total:		1,575,845.97	0.00	0.00	1,575,845.97
CURRENT	9-01	5,746.50	0.00	0.00	5,746.50
GENERAL CAPITAL FUND BUDGET:	C-04	117,092.50	0.00	0.00	117,092.50
GRANT FUND BUDGET:	G-02	1,270.00	0.00	0.00	1,270.00
TRUST OTHER	T-20	2,194.94	0.00	0.00	2,194.94
PLANNING & ZONING ESCROW FUND BUDGET: T-21		5,220.00	0.00	0.00	5,220.00
Year Total:		7,414.94	0.00	0.00	7,414.94
Total Of All Funds:		1,707,369.91	0.00	0.00	1,707,369.91

December 9, 2020 Council Meeting

Balance Brought Forward from Total List Amount	1,707,369.91
Tops Taxi, Inc.	\$ 1,113.94
CMRS-FP	\$ 2,500.00
TD Bank	\$ 138,374.99
Treas. State of NJ/727 Fund NJDEP, Trust Fund Management	<u>\$ 24,910.74</u>
	<u><u>\$ 1,874,269.58</u></u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 9, 2020
RESOLUTION SUMMARY

2020-347



RESOLUTION NO. 2020-347

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

RESOLUTION ENTERING INTO AN AGREEMENT WITH MONMOUTH COUNTY TO ADMINISTER THE CITY'S COMMUNITY BLOCK GRANT PROGRAM

WHEREAS, the City of Asbury Park is recipient of the United States Department of Housing and Urban Development's (HUD) Community Block Grant Program (CDBG) as an entitlement community; and

WHEREAS, the City for reasons of economy and efficiency is desirous of Monmouth County administering the "administrative" portion of the City's grant; and

WHEREAS, the Mayor is hereby authorized to sign the attached agreement with the County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor is hereby authorized to sign the agreement with Monmouth County to administer the City's CDBG program; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Manager, Director of Community Development, City Clerk, HUD Newark Office, Monmouth County Department of Planning and the City 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. 2020-347 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

CERTIFIED BY ME THIS 10th DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK

**SERVICE AGREEMENT FOR
CONTRACT ADMINISTRATION OF THE CITY OF ASBURY PARK'S
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS SERVICE AGREEMENT entered into the ____ day of _____, 2020

BETWEEN: THE CITY OF ASBURY PARK, a Municipal Corporation having its principal place of business at, 1 Municipal Plaza, Asbury Park, New Jersey 07712, (hereinafter referred to as "Asbury Park" or "City")

AND: THE COUNTY OF MONMOUTH, having its principal place of business at Hall of Records Annex, Hall of Records Annex, One East Main Street, Freehold, New Jersey 07728-1255, (hereinafter referred to as "Monmouth" or "County")

WHEREAS, the certain Federal funds are available to the City of Asbury Park under Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (CDBG); and

WHEREAS, the Community Development Block Grant Program requires the creation of an appropriate administrative mechanism; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has the experience, expertise and personnel and has offered to administer the Community Development Block Grant Program for the City of Asbury Park through the County's Office of Community Development (hereinafter "Community Development"); and

WHEREAS, the City of Asbury Park has accepted the offer of the County to administer its program through Community Development;

NOW, THEREFORE, the parties agree as follows:

I. County's Representative. The County's Administrator or its Director of Community Development, or his/her respective designee, will act on behalf of the County with regard to the services available to the City, the cost thereof and commitment to provide requested services.

II. City's Representative. The City Manager, or his/her designee, will act on behalf of the City with regard to a request for services from the County and approval of costs provided by the County.

III. Costs of Services Asbury Park will pay the County an administrative fee for tasks associated with the performance of this contract. The annual administrative fee will be calculated as follows: 20% of the total Community Development Block grant is allocated for administrative purposes. The County will be allocated up to \$50,000 (including fringe and indirect costs) of the City's annual U. S. Department of Housing and Urban Development

Community Development Block Grant administrative funds for the applicable fiscal year. The remaining administrative funds will be spent by the City.

IV. Payment of Invoices. Payment to the County for administrative expenses will be made on a quarterly basis, upon presentation to the City of an invoice, along with a summary report of County activities in the administration of the City's CDBG program. The City will facilitate these periodic payments by creating a Purchase Order upon full execution of this agreement. The City will pay the County for services rendered under this agreement within thirty (30) days of receipt of the County's invoice for those services. If the City disputes a County invoice, the City will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.

V. Responsibilities of County. The County, through The Office of Community Development, will utilize its procedural manual to implement this Agreement consistent herewith and in conformance with U. S. Department of Housing and Urban Development regulations. Community Development will, as necessary, amend its manual so as to conform to current HUD regulations.

The County will provide services as listed on the attached Exhibit "A" to the City. The County or City, at either's discretion, may propose amendments to Exhibit "A" from time to time to best accomplish the goals of the Community Development Program and comply with applicable state and Federal regulations. Any proposed amendments to Exhibit "A" must be made in writing and will become effective upon written acceptance by the County and City Representatives, as designated in Items I and II, above. Amendments to Exhibit "B" which are accepted by the designated representatives do not require ratification by the respective governing bodies of the parties to this agreement.

VI. Responsibilities of City. Asbury Park is responsible for funding fully CDBG program activities, as needed to meet the goals and priorities stated in the City's approved CDBG Annual Action Plan.

The City will provide services as listed on the attached Exhibit "B" to facilitate the County's administration of the City's CDBG program. The County or City, at either's discretion, may propose amendments to Exhibit "A" from time to time to best accomplish the goals of the Community Development Program and comply with applicable state and Federal regulations. Any proposed amendments to Exhibit "B" must be made in writing and will become effective upon written acceptance by the County and City Representatives, as designated in Items I and II, above. Amendments to Exhibit "B" which are accepted by the designated representatives do not require ratification by the respective governing bodies of the parties to this agreement.

The City shall comply with the regulations and rules set forth by HUD and in accordance with the CDBG. The City shall indemnify and hold the County harmless from any claims, actions, and damages arising from the City's failure to comply with the CDBG regulations as set forth by HUD.

VII. Responsibilities Applicable to Both Parties. The parties represent that this is the agreement and that same may not be modified without the express written consent of both

parties;

1. The Agreement will be binding on all successors and/or assigns;
2. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of New Jersey in such a fashion as to fulfill the intents and purposes of the Fair Housing Act
3. This Agreement will be construed, interpreted and enforced in accordance with the rules and regulations promulgated by the U. S. Department of Housing and Urban Development in such a fashion as to fulfill the intents and purposes of Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program.
4. The City and County agree to meet periodically to discuss program operations and best practices, as the need may arise. Either party may initiate a request for such a meeting.

VIII. Workmanlike Services. The County will render services to the City in a workmanlike manner.

IX. Care Required. The County will exercise ordinary care in rendering services to the City.

X. Effective Dates. This agreement will be in effect from the date of its execution by both parties for a period of three (3) years, unless sooner terminated by either party.

XI. Early Termination. Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.

XII. Disputes. If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.

XIII. Indemnification. Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.

XIV. Authority to Execute Agreement. The execution of this agreement has been duly authorized by the governing bodies of the County and the City.

XV. Authority to Execute Agreement. Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

XVI. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute

one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

XVII. Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

ATTEST:

MONMOUTH COUNTY BOARD OF
CHOSEN FREEHOLDERS

Marion Masnick
Clerk to the Board of Chosen
Freeholders

Thomas A. Amone
Freeholder Director

ATTEST:

CITY OF ASBURY PARK

City Clerk

Mayor

Exhibit "A"
Responsibilities of the County for
Administration of Asbury Park's CDBG Program

1. The County, through The Office of Community Development, will utilize its procedural manual to implement this Agreement consistent herewith and in conformance with U. S. Department of Housing and Urban Development regulations. Community Development will, as necessary, amend its manual so as to conform to current HUD regulations.
2. The County will review projects proposed by the City as well as applications submitted to the City by applicants to determine eligibility under the HUD Community Development Block Grant regulations, and advise the City of its determinations.
3. The County will, in coordination with Asbury Park, obtain login credentials and required permissions for County staff to access the HUD Integrated Disbursement and Information System (IDIS).
4. The County will be responsible for day-to-day data entry in HUD's IDIS system, including: on-line preparation of the Five-Year Consolidated Plan and Annual Plans; Consolidated Annual Performance and Evaluation Report (CAPER); and drawdown of funds as required.
5. The County will follow the required environmental review process as outlined in the HUD Environmental Review Online System (HEROS). The County will be responsible for publishing all public notices required as part of the environmental review, and will advise the City of any public comment received or adverse finding identified during the process.
6. Upon receipt of fully-executed Subrecipient Agreements, the County will notify subrecipients that environmental clearance has been obtain and authorize subrecipients to begin projects. The City will also be notified.
7. The County will oversee municipal construction projects for compliance with HUD requirements by coordinating with licensed professional staff designated by the City, who will be responsible for preparation of technical engineering and construction documents and inspections.
8. The County will rely on Application and Certificate for Payment forms (i.e. AIA Document G702) prepared by designated professionals to review requests for payments. The County will also review for compliance with HUD regulations prior to forwarding to the City for final payment approval.
9. The County will be responsible initiating drawdowns by creating vouchers in IDIS, and coordinating final approval with the City Manager or his/her designee.

10. The County will maintain all project activity and overall program files following the established records retention policy. Files will be returned to the City at the conclusion of the minimum established timeframe according to the applicable Federal and State records retention schedules.

Exhibit "B"
Responsibilities of the City for
Administration of Asbury Park's CDBG Program

1. Asbury Park will coordinate with the U. S. Department of Housing and Urban Development to obtain login credentials and required permissions for County staff to access the HUD Integrated Disbursement and Information System (IDIS)
2. Asbury Park will advertise and accept applications for CDBG funding from applicants serving residents within the City's boundaries, and forward all applications received to the County for review for compliance with HUD regulations.
3. Asbury Park will conduct Public Hearings and CDBG Committee meetings, as required to comply with HUD Citizen Participation requirements and established City procedures.
4. Asbury Park will assist the County with the preparation of the 5-Year Consolidated Plan and Annual Plan by providing the County with its Goals and Objectives as to insure that the CDBG Program is meeting the City's priorities.
5. Asbury Park will prepare and execute Subrecipient Agreements with nonprofit organizations receiving CDBG funds. The County will assist as necessary to coordinate execution.
6. Asbury Park will execute all necessary grant agreements, Federal forms (SF424, etc.) and reports necessary to secure funds from HUD. Copies of executed documents will be provided to the County.
7. Asbury Park will designate the licensed professional staff that will be responsible for preparation of technical engineering and construction documents and inspections. The County will oversee municipal construction projects for compliance with HUD requirements by coordinating with same.
8. Asbury Park will be responsible for maintaining a bank account to be used specifically for CDBG funds wired from HUD's IDIS system and payments to contractors and subrecipients. The City will provide copies of bank statements to the County within 5 days of receipt for the County's use in reconciling the CDBG bank account balances with IDIS.
9. Asbury Park will create purchase orders as needed to facilitate payment to subrecipients and contractors, coordinating same through the City Manager or his/her designee. The City will follow normal payment procedures to process payment. The City Manager or his/her designee will be responsible for approval of drawdowns initiated by the County in IDIS.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 9, 2020
RESOLUTION SUMMARY

2020-348

Awarding bid for supplying liquid sodium hypochlorite to the WWTP to JCI Jones Chemical for 2021 and 2022.



RESOLUTION NO. 2020-348

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

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

WHEREAS, the City of Asbury Park duly advertised on Thursday, October 29, 2020 for the receipt of bids for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant; and

WHEREAS, six bids were received on Tuesday, November 17, 2020 and reviewed by the Director of Purchasing and other City Officials; and

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

WHEREAS, it is the desire of the governing body to award a contract for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant for a period of two years to JCI Jones Chemical Inc. with year one at forty-four thousand one hundred (\$44,100.00) and year two at forty-eight thousand three hundred (\$48,300.00); and

WHEREAS, there are sufficient funds in the Sewer Operating Budget to cover the cost of this contract for 2021 and 2022 and funds will be provided for in the future budget as needed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that it hereby awards a contract to JCI Jones Chemical Inc. for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant for a period of two years.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the Superintendent of Public Works, Chief Sewerage Plant Operator, 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. 2020-348 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

CERTIFIED BY ME THIS 9th DAY OF December, 2020.

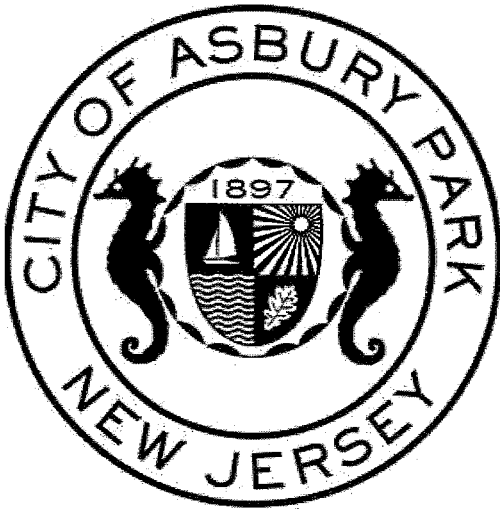
MELODY HARTSGROVE
CITY CLERK

City of Asbury Park
SUPPLYING LIQUID SODIUM HYPOCHLORITE TO THE WASTE WATER TREATMENT PLANT
Tuesday, November 17, 2020
10:30 AM

3.C.3.a

	BIDDER NAME					
	JCI Jones Chemical Inc 1765 Ringling Blvd Sarasota, FL 32436 summer@jcichem.com (941) 330-1537	Miracle Chemical Company 1151 B Highway 33 Farmingdale, NJ 07727 sales@miraclechemical.com (732) 938 -9110	Univar Solutions USA Inc 200 Dean Sievers Place Morrisville, PA 19067 victoria.meakim@univarsolutions.com (215) 337-5403	Kuehne Chemical Company inc 86 North Hackensack Ave Kearny, NJ 07032 bids@kuehnecompany.com (973) 589 - 0700	PVS Minibulk Inc 10900 Harper Avenue Detroit, MI 48213 bids@pvschemicals.com (313) 921 - 1200	Brenntag Northeast LLC 81 W. Huller Lane Reading, PA 19605 kodonnell@brenntag.com (484) 818 -1687
YEAR 1 Supply and Delivery of 15% Solution, Unit Price Bid Estimated Quantity - 42,000 Gallons	1.050	1.170	1.120	1.250	1.140	1.325
YEAR 2 Supply and Delivery of 15% Solution, Unit Price Bid Estimated Quantity - 42,000 Gallons	1.150	1.270	1.130	1.350	1.190	1.375
NOTES:				DISQUALIFIED NO ETHICS STATEMENT	DISQUALIFIED NO ETHICS STATEMENT	

Attachment: 2021 Sodium Hypochlorite Bid Summary Sheet (2020-348 : Awarding Bid for Supplying



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilwoman

Yvonne Clayton, City Councilwoman

Jesse Kendle, City Councilman

Donna M. Vieiro, City Manager

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

**ISSUE DATE: October 29, 2020
DUE DATE: November 17, 2020 10:30 AM**

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

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

SUBMITTED BY:

ICI Jones Chemicals, Inc.

(Bidder's Name)

1765 Ringling Blvd, Sarasota FL 34231

(Address)

(941) 330-1537

(Phone Number)

(941) 330-9657

(Fax Number)

Summera@jci.com.com

(Email Address) TO

THE:

CITY OF ASBURY PARK

(Owner's Name)

ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

(City, County & State)

11/9/20

(Date Submitted)

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

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
YEAR 1	SUPPLY AND DELIVERY OF 15% SOLUTION, LIQUID SODIUM HYPOCHLORITE	42,000	GALLONS	\$ 1.05	\$ 44,100.00
	WRITE UNIT PRICE BID:	One dollar and five cents			
YEAR 2	SUPPLY AND DELIVERY OF 15% SOLUTION, LIQUID SODIUM HYPOCHLORITE	42,000	GALLONS	\$ 1.15	\$ 48,300.00
	WRITE UNIT PRICE BID:	One dollar and fifteen cent			

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

YEAR One (1) shall commence January 1, 2021 through December 31, 2021.

YEAR Two (2) shall commence January 1, 2022 through December 31, 2022.

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

Instruction to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. Please See Attachment II.
- B. Sealed bids will be received by the designated representative on Tuesday, November 17, 2020 at the time of 10:30 AM in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. Please include one hard copy of the proposal and a digital copy on a media (CDR, DVDRWE, flash drive, etc.) of bidder’s choice, which will not be returned. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. The City strongly encourages bids to be submitted via certified mail or overnight delivery, which not only avoids the need for hand delivery but also confirms deliver date.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

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

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

II. INTERPRETATION AND ADDENDA

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

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

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

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

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

(Please see Attachment III.)

D. Discrepancies in Bids

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

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

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

IV. INSURANCE AND INDEMNIFICATION

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

V. PRICING INFORMATION FOR PREPARATION OF BIDS

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

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

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

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

1. Goods, Professional Services and General Service Contracts

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

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

Please see Attachment IV

B. NEW JERSEY ANTI-DISCRIMINATION

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

Please see Attachment V

C. AMERICANS WITH DISABILITIES ACT OF 1990

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

Please see Attachment VI

D. STATEMENT OF OWNERSHIP

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

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

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

Please see Attachment VII

E. 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.

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

☒ **I. 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.

☐ **J. 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.

☐ K. 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.

☒ L. NON-COLLUSION AFFIDAVIT

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

Please see Attachment X

VII. METHOD OF CONTRACT AWARD

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

VIII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids 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)

IX. 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.

X. PAYMENT

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
1. Deliverables not complying with the project specification;
 2. Claims filed or responsible evidence indicating probability of filing claims;
 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

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

- D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

XI. OTHER PROVISIONS

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

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

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

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

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

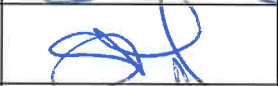
- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure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

ATTACHMENT I

Bid Document Checklist

City of Asbury Park

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Bid Proposal Form, Including Pricing Sheet	
☒	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	
☒	NJ Worker and Community Right To Know Act	
☒	W-9 Form	
☒	Ethics Statement	
	Public Works Contractor Certificate	
	References	
	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	

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

ATTACHMENT II

Notice to Bidders

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the City of Asbury Park, Monmouth County, New Jersey for **“Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant”** to be opened and read in public at the City Hall Council Chambers, One Municipal Plaza, Asbury Park, New Jersey on **Tuesday, November 17, 2020, at 10:30 AM** prevailing time.

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

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

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

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

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

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

Tracy Lizardi
Qualified Purchasing Agent

Publication Date:
Thursday, October 29, 2020

ATTACHMENT III

Acknowledgement of Receipt of Addenda

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received: ☒

Acknowledged for: JCI Jones Chemicals, Inc.
(Name of Bidder)

By: [Signature]
(Signature of Authorized Representative)

Name of above: Summer Mello
(Print or Type)

Title: NCTI Sales Admin

Date: 11/9/20

ATTACHMENT IV

Affirmative Action Compliance

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age,, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

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

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

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

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

OR

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

OR

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

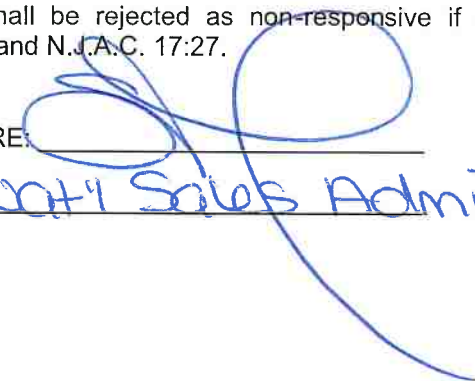
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: JCI Jones Chemicals, Inc.

SIGNATURE: 

PRINT NAME: Summer Mello

TITLE: Nat'l Sales Admin

DATE: 11/9/20

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

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

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

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

(Include the following only for boards of education)

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

ATTACHMENT VI

Americans with Disabilities Act of 1990

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ATTACHMENT VII

Stockholders Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: JCI Jones Chemicals, 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: Jeffrey W. Jones Name: _____

Home Address: 1768 Ringling Home Address: _____

Sarasota, FL 34238 _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this 9 day of

Nov, 2020

(Notary Public) Angela L. Marvin

My Commission expires: 10/28/22



(Affiant)
Summer Mello
 (Print name & title of affiant)
Natl Sales Admin
 (Corporate Seal)

ATTACHMENT VIII

Proof of Business Registration

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	 John S. Tully Acting Director	
01/01/01	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	
FORM-BRC(08-04)		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

ATTACHMENT IX

Disclosure of Investment Activities in Iran

Disclosure of Investment Activities in Iran

Bidder Name: JCI Jones Chemicals, 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 non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

☒

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

OR

☐

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the <name of contracting unit> is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <reference to contracting unit> to notify the <reference to contracting unit> in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <name of contracting unit> and that the <reference to contracting unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Summer Mello

Title: Nat'l Sales Adm.

Signature: [Signature]

Date: 11/9/20

ATTACHMENT X

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Florida
 County of Sarasota

ss:

I, Summer Mello residing in City of Sarasota
(name of affiant) (name of municipality)
 in the County of Sarasota and State of Florida of
 full age, being duly sworn according to law on my oath depose and say that:

I am Natl Sales Admin of the firm of JCI Jones Chemicals, Inc.
(Title or position) (Name of firm)

_____ the bidder making this Proposal for the bid
 entitled Sodium Hypochlorite 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 Ashbury 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 JCI Jones Chemicals, Inc.

Subscribed and sworn to

before me this day 9th

November, 2020

Angela L. Marvin

Notary public of

My Commission expires 10/28/22

(Seal)



[Signature]
 Signature
Summer Mello
 (Type or print name of affiant under signature)

Attachment XI

W9 Form

Attachment: JCI Jones Chemical (2020-348 : Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant)

Form (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. ICI Jones Chemicals Inc. 2 Business name/disregarded entity name, if different from above LLC		
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) ▶ ☐ Other (see instructions) ▶ ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate 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. 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. 1765 Ringling Blvd 6 City, state, and ZIP code Sarasota, FL 34236 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. Social security number - or Employer identification number - 16-0809645		
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 ▶ Date ▶ 11/9/20		
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 <i>What is backup withholding</i>, later.		

Attachment XII

Technical Specifications

Specifications

1. Under each respective item in the bid proposal, the Contractor shall furnish all labor, equipment and materials to properly supply, over each twelve (12) month contract period, an estimated 42,000 gallons of 15% (trade percentage), Liquid Sodium Hypochlorite to the Waste Water Treatment Plant.
2. The Material to be supplied under this contract shall be 15% (trade percentage), Liquid Sodium Hypochlorite containing not more than 0.15 percent insoluble mater by weight; meeting the American water Works Association Standard B501-03.
3. Year one (1) shall commence on January 1, 2021 through December 31, 2021. Year two (2) shall commence on January 1, 2022 through December 31, 2022.
4. The Contractor shall provide to the City, upon contract execution, Material Safety Data Sheets and other forms and information necessary and appropriate to meet the City's obligations for posting and notification regarding the Liquid Sodium Hypochlorite.
5. The Chief Operator of the Facility, or other representative of the City, will order the delivery of a quantity of Hypochlorite periodically during the contract period. The quantity ordered each time will be a minimum of 2,000 gallons, but will typically be 2,500 gallons, never to exceed 3,500 gallons in any one load. The City may order the greater or lesser quantity at any time as required. The total quantity ordered during the contract period may vary from that indicted and the City may elect to order most or all of the deliveries in either the greater or lesser quantity.
6. The Hypochlorite shall be delivered by tank truck. The delivery truck shall comply with all Federal and State requirements for transporting and delivering the solution. The entrance to the Facility is located on Ocean Avenue, south of Deal Lake Drive.
7. Delivery shall be made by connections at the Truck Delivery Panel. It is the Contractor's responsibility, prior to the bid, to determine the conditions at the delivery point and to provide the equipment necessary for delivery, including access and connection to the Truck Delivery Panel.
8. The Contractor shall connect and discharge only with the approval of the Facility staff and shall stop or interrupt discharge immediately when so directed by the Facility staff. Prior to disconnecting the delivery hoses, the Contractor shall blow air through the pipelines to the storage tanks to remove all solution from the lines. The Contractor shall be responsible for cleaning up all spills at the delivery connections point.
9. Delivery of the ordered quantity shall be made and completed between the hours of 7:30 AM and 2:30 PM, local time, Monday through Friday, except Holidays. Delivery to the Facility shall be completed within forty-eight (48) hours of telephone notice by the City except that the delivery time may be extended twenty-four (24) hours for each Saturday, Sunday or Holiday within the prescribed delivery period. The Contractor shall provide, at contract execution, a telephone number that the City can use to contact the Contractor between 9 AM and 4 PM, local time, Monday through Friday, to order delivery of Hypochlorite.
10. With each delivery, the Contractor shall furnish a delivery slip certifying to the following: truck tare weight, truck full weight, net weight, trade percentage, specific gravity of the Hypochlorite and total gallons of Hypochlorite. This shall be used to determine the Delivered Volume.

11. The Contractor shall furnish proof of state certification of the weigh scale used for determining the reported weights. The City may, at its option, inspect the loading and weighing facilities and the Contractor shall make necessary provisions for such inspection. The City reserves the right to require the truck to be reweighed at the State-Certified truck weigh scale nearest the Facility before and/or after delivery of the Hypochlorite. The City also reserves the right to: analyze the Hypochlorite using the method indicated in Section 4.3 of AWWA Standard B501-03; and to determine the specific gravity by measurement at the facility.
12. The unit price bid shall cover all costs of furnishing all labor, equipment and materials and all else necessary and incidental to properly supply the required Hypochlorite. Payment for delivery of the Hypochlorite will be made for the quantity, in gallons, at the unit price bid, per the appropriate bid items in the bid proposal, for all volumes delivered each pay period as verified by the accumulated delivery ticket in each respective pay period.
13. The total price bid for each year is obtained by multiplying the estimated quantity by its written Unit Price for that specific year. In the case of a conflict between the unit price bid numerically and the unit price bid written in figures, the latter shall govern in calculating the total price bid.
14. The total of the bid is based upon the approximate estimate given and the unit price bid. The estimate is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening. The City reserves the right to increase or decrease the total estimate quantities for each year bid as needed. No separate adjustments will be made to the Unit Price bid in either instance for either year, both before or after the contracted period has begun.
15. The successful bidder shall bear any loss associated with their negligence during the performance of this contract.
16. No separate additional payments shall be made at any time for fuel price index increases during this contract.
17. Delivery must be F.O.B.
18. All bidders must provide a statement on letterhead if they have any ethics violations pending or active against the. If there are "none", then the letter must reflect that. **It is mandatory that each bidder state if there are any ethics violations existing against the firm and/or individual responding. Failure to include this statement will result in disqualification.**
19. The successful bidder must indemnify and hold the City, its agents and employees, harmless from any loss or at occasioned by the acts or omissions of the successful bidder and employees or agents of the successful bidder.



**JCI JONES CHEMICALS, Inc.
Consent to Shareholder Action**

January 2, 2019

I, the undersigned shareholder, being the holder of all share of stock of the above company now outstanding,
hereby resolve as follows:

RESOLVED, that all Corporate Officers generally,

1. **Susan Jones, Chief Administration Officer**
2. **Summer Mello, National Sales Administrator**

Of JCI's **Corporate Office, Sarasota** facility are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

Jeffrey W. Jones
Chief Executive Officer & President

ATTEST:

Laura Webber

CORPORATE OFFICES: 1765 RINGLING BLVD, SARASOTA, FLORIDA 34236 ♦ TELEPHONE 941.330.1537 ♦ TOLL FREE 800.477.1078 ♦ FAX 941.330.9657

BRANCH LOCATIONS: WARWICK, NY CALEDONIA, NY BARBERTON, OH RIVERVIEW, MI MERRIMACK, NH CHARLOTTE, NC
JACKSONVILLE, FL BEECH GROVE, IN MILFORD, VA TACOMA, WA TORRANCE, CA

WWW.JCICHEMICALS.COM

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

JCI JONES CHEMICALS, INC.
5117350000

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New York Foreign For-Profit Corporation was registered by this office on March 28, 1966.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

CORPORATION SERVICE COMPANY
PRINCETON SOUTH CORPORATE CTR
STE 160, 100 CHARLES EWING BLVD
EWING, NJ 08628



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
19th day of February, 2020*

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6105136176

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JCI JONES CHEMICALS, INC.

Trade Name:

Address: 100 SUNNY SOL BLVD
CALEDONIA, NY 14423-1080

Certificate Number: 0061030

Effective Date: March 28, 1966

Date of Issuance: July 24, 2020

For Office Use Only:

20200724122516321

Certification 1338

**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-MAY-2019** to **15-MAY-2022**

JCI JONES CHEMICALS, INC
103 RIVER STREET
WARWICK NY 10990



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



Statement of Ethics Violations
Active or Pending

NONE



AFFIDAVIT OF COMPLIANCE

SODIUM HYPOCHLORITE

JCI Jones Chemicals, Inc. hereby guarantees that the sodium hypochlorite solution comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Hypochlorites, AWWA B300-18.

We believe the above certification holds true until such a time as the AWWA Standard for Hypochlorites is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

Summer Mello

Summer Mello
National Sales Administrator
1765 Ringling Blvd
Sarasota, FL 34236
(941) 330-1537

CERTIFICATE OF COMPLIANCE

Certificate Number 20140416-MH18026
 Report Reference MH18026-20020822
 Issue Date 2014-APRIL-16

Issued to: JCI JONES CHEMICALS INC
 1765 RINGLING BLVD
 SARASOTA FL 34236

This is to certify that
 representative samples of DRINKING WATER TREATMENT CHEMICALS
 Sunny Sol® 150", "Sunny Sol® 100 Plus",
 Sunny Sol® 100", "Sunny Sol® Bleach

Have been investigated by UL in accordance with the
 Standard(s) indicated on this Certificate.

Standard(s) for Safety: NSF/ANSI 60 - Drinking Water Treatment Chemicals -
 Health Effects

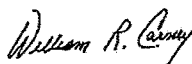
Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification Mark for Canada:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.



William R. Carney, Director, North American Certification Programs
 UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus



QA-III-14.1

JCI JONES CHEMICALS, INC.
Product Specification
Sunny Sol® 150 (FILTERED)

SPECIFICATION			
	<u>MINIMUM</u>	<u>TYPICAL</u>	<u>MAXIMUM</u>
<u>Sodium Hypochlorite</u>			
Weight Percent	12.5	14.0	15.6
<u>Excess Sodium Hydroxide</u>			
Weight Percent	0.1	0.6	2.0
Grams/Liter	1.2	7.7	25.0
<u>Available Chlorine</u>			
Weight Percent	11.9	13.3	14.8
Trade (Volume) Percent	14.2	16.1	18.5
Grams/Liter	142	161.4	185
Specific Gravity @ 68°F (20°C)	1.196	1.211	1.249
Weight of Solution @ 68°F (20°C)	10.0	10.1	10.4
<u>Inert Ingredients</u>			<u>MAXIMUM</u>
Sodium Carbonate	Na ₂ CO ₃		0.5% wt
Sodium Chloride	NaCl		12.5% wt
<u>Metals</u>			<u>MAXIMUM</u>
Arsenic	As		<0.500 mg/L
Barium	Ba		<0.050 mg/L
Cadmium	Cd		<0.050 mg/L
Chromium	Cr		<0.050 mg/L
Cobalt	Co		<0.050 mg/L
Copper	Cu		<0.050 mg/L
Iron	Fe		<0.050 mg/L
Manganese	Mn		<0.050 mg/L
Nickel	Ni		<0.050 mg/L
Selenium	Se		<0.500 mg/L
Silver	Ag		<0.050 mg/L
Mercury	Hg		<0.005 mg/L

NOTE: Always read and follow the product label and Safety Data Sheet (SDS).

(Continued on next page)

Rev. 7/22/2015

QA-III-14.2

JCI JONES CHEMICALS, INC.
Product Specification
Sunny Sol® 150 (FILTERED)

Description

This product is a water solution of sodium hypochlorite. Inert ingredients, other than water and salt, include trace metallic and inorganic salt contaminants from raw materials and natural decomposition products. This product is registered with the USEPA (EPA Registration Number: 1744-20001), has USDA approvals 3D, B1, D2, L1 and Q4, meets ANSI/AWWA Standard B300-10, meets the FDA requirements of 21 CFR 178.1010, and meets the requirements of ANSI/NSF Standard 60 (Maximum Use Level: 80 mg/L).

This specification is based on registration requirements, mathematical calculation and historical product variability. JCI Jones Chemicals, Inc. does not make any expressed or implied warranty that future production will demonstrate or continue to possess typical properties.

Rev. 7/22/2015



SAFETY DATA SHEET



1. Identification

Product identifier	Sunny Sol® 150
Other means of identification	
SDS number	1201001
Synonyms	Sodium Hypochlorite Solution, Bleach.
Recommended use	Disinfection of Drinking Water, Sewage & Wastewater Effluent Treatment, Swimming Pool Water Disinfection. Please contact JCI Jones Chemicals, Inc. for additional recommended uses.
Recommended restrictions	None known.
Company name	JCI Jones Chemicals, Inc.
Address	1765 Ringling Boulevard Sarasota, FL 34236
General Information	
Telephone	(800) 477-1078
Website	www.jcichem.com
Emergency phone number	CHEMTREC US: 1-800-424-9300 Canada: 1-800-567-7455

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, acute hazard	Category 1
	Hazardous to the aquatic environment, long-term hazard	Category 2
OSHA defined hazards	Not classified.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory irritation. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.
Precautionary statement	
Prevention	Wear protective gloves/protective clothing/eye protection/face protection. Do not breathe mist or vapor. Use only outdoors or in a well-ventilated area. Wash thoroughly after handling. Keep only in original container. Avoid release to the environment.
Response	If swallowed: Rinse mouth. Do NOT induce vomiting. If inhaled: Remove person to fresh air and keep comfortable for breathing. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. Absorb spillage to prevent material damage. Collect spillage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in corrosive resistant container with a resistant inner liner.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information
Contact with acids liberates toxic gas.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium hypochlorite	7681-52-9	12.5 - 15.6
Sodium hydroxide	1310-73-2	0.1 - 2.0

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.

Skin contact Take off immediately all contaminated clothing. Wash off IMMEDIATELY with plenty of water for at least 15-20 minutes. Get medical attention immediately. Wash contaminated clothing before reuse. Call a physician or poison control center immediately.

Eye contact Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.

Ingestion Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.

Most important symptoms/effects, acute and delayed Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Indication of immediate medical attention and special treatment needed Treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. With eye exposure, continue flushing during transport to hospital.

General information Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media Water fog. Foam. Dry chemical powder. Carbon dioxide (CO₂).

Unsuitable extinguishing media Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry extinguishing media that contains ammonium compounds.

Specific hazards arising from the chemical During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire-fighting equipment/instructions In case of fire and/or explosion do not breathe fumes. Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Keep unnecessary personnel away. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Absorb spillage to prevent material damage. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see Section 8 of the SDS.

Methods and materials for containment and cleaning up
Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.
Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Environmental precautions Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS. Do not discharge into drains, water courses or onto the ground. Environmental manager must be informed of all major releases.

7. Handling and storage

Precautions for safe handling Wear appropriate personal protective equipment. Do not get in eyes, on skin, on clothing. Use with adequate ventilation. Observe good industrial hygiene practices. Do not apply heat or direct sunlight. Temperature and product concentration affect product quality and decomposition rates.

Conditions for safe storage,
including any incompatibilities

Keep container tightly closed. Store in a cool and well-ventilated place. Store in a corrosive resistant container. Consult container manufacturer for additional guidance. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents, and all metals except titanium.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m ³

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m ³

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m ³

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Sodium hypochlorite (CAS 7681-52-9)	STEL	2 mg/m ³

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear safety glasses with side shields (or goggles) and a face shield. Wear a full-face respirator, if needed.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves.

Other

Wear appropriate chemical resistant clothing. Reports indicate that sodium hypochlorite can react with various fabrics usually increasing with concentration. Reactions vary significantly depending on strength of chemical, material, fabric treatment and color of dyes. FRC treated cotton has a stronger response than plain cotton. Poly blend fabrics and meta aramid fabric have a weaker response than natural fibers. Contact the Personal Protective Equipment manufacturer for specific information about their products.

Respiratory protection

If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state

Liquid.

Form

Liquid.

Color

Not available.

Odor

Pungent.

Odor threshold

0.9 mg/m³

pH

12 - 14 (25 °C/77 °F)

Melting point/freezing point

-11 °F (-24 °C) (12.5% solution)

Initial boiling point and boiling range

Not available.

Flash point

Not applicable

Evaporation rate	No data available
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg (20°C/68°F)
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Completely miscible
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	Not applicable
Molecular formula	NaOCl
Molecular weight	74.5 g/mol

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials. Avoid ultraviolet (UV) light sources. Excessive heat. Reacts violently with strong acids. Acid contact will produce chlorine gas. Amine contact will produce chloramines.
Incompatible materials	Strong oxidizing agents. Acids. Metals. Organic compounds. Ammonia.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea. Ingestion may produce burns to the lips, oral cavity, upper airway, esophagus and possibly the digestive tract.
Inhalation	Vapors and spray mist may irritate throat and respiratory system and cause coughing.
Skin contact	Causes skin burns.
Eye contact	Causes eye burns.

Symptoms related to the physical, chemical and toxicological characteristics	Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
--	--

Information on toxicological effects

Acute toxicity	Occupational exposure to the substance or mixture may cause adverse effects.
----------------	--

Product	Species	Test Results
Sodium Hypochlorite, 5 - 17% (CAS Mixture)		
Acute		
Dermal		
LD50	Rabbit	> 2 g/kg
Oral		
LD50	Rat	3 - 5 g/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	No data available.
Skin sensitization	No data available.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
IARC Monographs. Overall Evaluation of Carcinogenicity	
Sodium hypochlorite (CAS 7681-52-9)	3 Not classifiable as to carcinogenicity to humans.
Reproductive toxicity	No data available.
Specific target organ toxicity - single exposure	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	No data available.
Aspiration hazard	Not classified, however droplets of the product may be aspirated into the lungs through ingestion or vomiting and may cause a serious chemical pneumonia.
Chronic effects	Prolonged or repeated overexposure causes lung damage.
Further information	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Product	Species	Test Results
Sodium Hypochlorite, 5 - 17% (CAS Mixture)		
Aquatic		
Crustacea	LC50 Daphnia	1 mg/l
Fish	LC50 Bluegill (<i>Lepomis macrochirus</i>)	0.6 mg/l, 48 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available for this product.
Mobility in soil	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	Hypochlorite solutions
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24

Packaging exceptions 154
 Packaging non bulk 203
 Packaging bulk 241

IATA

UN number UN1791
 UN proper shipping name Hypochlorite solution
 Transport hazard class(es)
 Class 8
 Subsidiary risk -
 Label(s) 8
 Packing group III
 Environmental hazards Yes
 ERG Code 8L

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number UN1791
 UN proper shipping name HYPOCHLORITE SOLUTION
 Transport hazard class(es)
 Class 8
 Subsidiary risk -
 Label(s) 8
 Packing group III
 Environmental hazards
 Marine pollutant Yes
 EmS F-A, S-B

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to
 Annex II of MARPOL 73/78 and
 the IBC Code

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) LISTED
 Sodium hypochlorite (CAS 7681-52-9) LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)
 Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s). A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

USEPA Registration Number	1744-20001		
ANSI/NSF Standard 60 Certified	Maximum Use Level: 80 mg/L		
AWWA Standard	AWWA B300-10		
USDA Authorized Uses	3D, B1, D2, L1, Q4		
Issue Date	December 1, 2014	Revision Date	N/A
NFPA Ratings			

List of abbreviations

LD50: Lethal Dose, 50%.
LC50: Lethal Concentration, 50%.
EC50: Effective concentration, 50%.
TWA: Time weighted average.

References

EPA: AQUIRE database
HSDB® - Hazardous Substances Data Bank
US. IARC Monographs on Occupational Exposures to Chemical Agents
IARC Monographs. Overall Evaluation of Carcinogenicity
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices
Olin Chlor Alkali Products Safety Data Sheet

Disclaimer

This information is provided without warranty. The information is believed to be correct. This information should be used to make an independent determination of the methods to safeguard workers and the environment.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 9, 2020
RESOLUTION SUMMARY

2020-349

Resolution authorizing the purchase of equipment needed for the second APTV Station. Digital signage server that can integrate streaming videos and a streaming digital encoder with multi bitrate and closed captioning support.



RESOLUTION NO. 2020-349

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

RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT NEEDED FOR THE APTV STATION

WHEREAS, the City has a need to purchase a equipment for the APTV Station; and

WHEREAS, the City has solicited and obtained three quotes from Telvue, SHI and CDW-G; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Telvue for the purchase of equipment in the amount of \$9,010.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 0-01-20-162-000-299 the pending contract is as set forth in the resolution. 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 equipment needed for the APTV Station in the amount of \$9,000.00 and a copy of this Resolution shall be provided to the City Manager, CFO, APTV Station Manger, 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. 2020-349 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

CERTIFIED BY ME THIS 9th DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK

APTV Second Station
Digital Signage and Streaming Solution

Digital Signage Needs:

Digital signage server that can integrate streaming video with live weather traffic information and output to our second TV station via SDI.

Vender Options:

- TelVue: InfoView - \$4,455.00, streaming video from multiple sources, live weather and traffic information, SDI output.
- SHI: Simply NUC AirServer Connect 4K UHD - \$539.00, basic presentation server, not suitable for feeding a TV station, no SDI output. No other options available from vendor.
- CDWg: Lifesize Share Wireless Presentation Server \$230.05, basic presentation server, not suitable for feeding a TV station, no SDI output. No other options available from vendor.

Streaming Encoder Needs:

Digital encoder with multi bitrate and closed captioning passthrough support.

Vender Options:

- TelVue: TeleCast 2 - \$4,455.00, supports multi bitrate and close captioning passthrough.
- SHI: Kramer KDS-EN1 - \$3,027.00 , single bitrate, no closed captioning passthrough and out of stock.
- CDWg: Kramer DigiTOOLS KDS-EN3 - \$1,298.74, single bitrate, no closed captioning passthrough and out of stock.

Quotes:



APTV Asbury Park-
InfoVue Pro + TeleC



SHI - Simply NUC
AirServer Connect 4I



CDWg - Lifesize
Share Wireless Presc



SHI - Kramer
KDS-EN1 - Streaming



CDWg - Kramer
DigiTOOLS KDSCDW



WE SHARE YOUR VISION™

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16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-016352
Quote Issued: 11/24/2020
Quote Expiration: 12/24/2020

Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	TeleCast 2	HD Streaming Encoder, 1 RU, Linux OS, RTMP / H.264 Multi-rate (3 rates max), Six-Core i7 CPU, 4 GB RAM, 80 GB SSD, Dual GigE, Video Input - SD & HD-SDI / Closed Captioning Support	✓	\$4,950.00	10.00%	\$4,950.00	\$4,455.00	\$4,455.00
InfoVue								
1.00	InfoVue Pro	Professional InfoVue Digital Signage player, 1RU rack mount, 120GB SSD storage, HDMI & IP output up to 1080p. 1st year TelVue Care included, ongoing required for cloud InfoVue CMS and Weather access. Multi-user, Multi-zone, SD/HD, data feed integration.	✓	\$4,950.00	10.00%	\$4,950.00	\$4,455.00	\$4,455.00
								\$8,910.00

Shipping & Handling								
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price	
CloudCast								
1.00	TeleCast Ship	TeleCast Shipping Charge./TPCL		\$50.00	\$50.00	\$50.00	\$50.00	
InfoVue								
1.00	InfoVue Ship	InfoVue Shipping./TPCL		\$50.00	\$50.00	\$50.00	\$50.00	
							Sub-total	\$100.00

Total Item Count \$4.00

Grand Total \$9,010.00

A finance / late fee of 1% per month will be added to an unpaid balance each month thereafter. Purchases of equipment outside of the United States require advance payment or letter of credit.

Net 30 Days. 2% cash/1% net 15. Credit cards are accepted.



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3.C.4.a

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Noted Service Options:

TelVue Care™ is quoted as 15% of the value at sale of TelVue Care™ eligible equipment for year 2 coverage, declining (straight line) to 7.5% in the 5th year coverage if prepaid.

Year 2 TelVue Care™: 1336.50
Year 3 TelVue Care™: 1113.75
Year 4 TelVue Care™: 891.00
Year 5 TelVue Care™: 668.25

Attachment: APTV EQUIPMENT QUOTES (2020-349 : Authorizing the Purchase of Equipment Needed for the APTV Station)



TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-016352
Quote Issued: 11/24/2020
Quote Expiration: 12/24/2020

TelVue Terms & Conditions

The products ("Products") and services ("Services") provided by TelVue Corporation (TELVue) to you ("Customer") are subject to the following terms and conditions ("Terms and Conditions"). By placing an order with TELVue, Customer agrees to be bound by these terms and conditions. These Terms and Conditions shall apply to all quotations and offers made and accepted by TELVue. The Terms and Conditions contained herein are subject to change at any time by TELVue in its sole discretion and without notice to any potential purchaser of the TelVue's products and services. No purchase order submitted under these quoted Terms and Conditions shall be deemed to create a binding contract until such time as TelVue accepts such purchase order. TelVue reserve the right to decline any purchase order based on this quote at its sole discretion. Customer agrees that these Terms and Conditions may in some instances conflict with some of the terms and conditions affixed to the purchase order or procurement document issued by the Customer. In that case, the Terms and Conditions contained herein shall govern and acceptance of Customer's order is expressly conditioned upon Customer's acceptance of these Terms and Conditions whether the Customer accepts the Terms and Conditions by written acknowledgment, implication, or acceptance and payment of Products or Services purchased. TELVue's failure to object to provisions contained in any communication from Customer to the contrary shall not be deemed a waiver of the provisions of these Terms and Conditions. TELVue will use commercially reasonable efforts to ship Products to Customer's address listed on the TELVue Quote Form, and to provide Services to Customer's authorized users in accordance with the scheduled date specified by TELVue. Customer acknowledges and agrees that delivery schedules are subject to change. TELVue will notify Customer of any anticipated delay of thirty (30) or more days in delivery of the Products or Services purchased. Products are delivered F.O.B. TELVue shipping point. Customer shall pay all shipping charges, including without limitation, transportation charges and insurance premiums, and shall be responsible for all taxes, duties and other government assessments. Customer shall pay TELVue for any product or service fee (collectively, "FEES") set forth on TELVue's Quote Form. Payment shall be made in U.S. dollars in the U.S. where Customer has established credit, and the terms of payment will be "NET 30" -- thirty (30) days from invoice date unless otherwise indicated on the invoice. Any FEES not paid by Customer when due shall bear interest until paid at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by law, whichever is less. Customer shall be responsible for the costs, including without limitation, attorneys' fees and court costs, incurred by TELVue in connection with TELVue's collection of any past-due FEES. Customer shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the Products and Services, if any, including without limitation, all sales, use, rental receipt, personal property, import and monthly or other taxes (but excluding taxes based solely upon TELVue's income). In addition to any other remedy available to it, TELVue may suspend or terminate the Services, in whole or in part, upon Customer's failure to timely pay the FEES without incurring any liability to Customer or others associated with Customer. All FEES paid and charges made prior to any termination as provided herein are nonrefundable. Termination of the Services shall not release Customer from any obligation to pay accrued charges on FEES. TELVue may increase its FEES for any TELVue-provided content and third-party software to the extent that its licensors raise their fees to TELVue upon not less than thirty (30) days prior written notice to the Customer. If the increases exceed ten percent (10%) of the then current FEES, Customer may choose to delete the TELVue-provided content or third-party software, as applicable. TELVue reserves the right to begin charging Services FEES if the Services are not launched by Customer within one hundred twenty (120) days of the order date through no fault of TELVue. Customer shall comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Products or any Confidential Information or any direct product thereof in violation of any such restrictions, laws or regulations, or to Afghanistan, the People's Republic of China or any Group Q, S, W, Y, or Z country specified in the then current Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations); Customer shall obtain and bear all expenses relating to any necessary licenses and or exemptions with respect to the export from the U.S. of all material or items deliverable by TELVue to any location and shall demonstrate to TELVue compliance with all applicable laws and regulations prior to delivery thereof by TELVue. TELVue warrants to Customer that the Products or Services offered by TELVue pursuant to these Terms and Conditions shall conform to the specifications for such Products or Services mutually agreed to by the parties in writing at the time of shipment. The warranty period for hardware-based Products shall be twelve (12) months from the date of shipment. Customer's sole remedy for breach of the foregoing warranties shall be limited to Product replacement, or if replacement is inadequate, or in TELVue's sole discretion impractical, to refund the purchase price. TELVue PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TELVue MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE PRODUCTS OR SERVICES. 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Certain TELVUE Products and Services require a full-time Internet connection for proper operation. An Internet connection may also be required for remote TELVUE support. Customer is responsible for providing Internet access that meets TELVUE's requirements. Customer shall provide TELVUE with access to Customer's technical personnel, facilities, systems, databases and information as necessary or appropriate for TELVUE to perform its obligations under these Terms and Conditions. Customer shall be solely responsible for all content supplied by Customer. Customer represents and warrants to TELVUE that such content will not violate or infringe any copyright, patent, trademark, trade secret, confidentiality or other proprietary right of any third party. License granted to Customer is for the object code version of the Products or Services and TELVUE-provided content only. Customer has no rights to the source code for the Products or Services or any TELVUE-provided content. Customer shall not permit anyone under Customer's direction or control to, reverse engineer, disassemble, de-compile or remove any identifying mark of TELVUE or its licensors from the Products, Services or any TELVUE-provided content or attempt to do so. Customer may not modify, adapt, translate or create derivative works of the Products, Services or any TELVUE-provided content without TELVUE's express written consent. The Services are licensed as a single product. TELVUE-provided content may be used only in conjunction with the Services. TELVUE shall retain all Proprietary Rights in and to the aforementioned and to any discoveries, improvements, inventions (whether or not patentable), ideas or know how that is conceived, learned, or reduced to practices by TELVUE in the course of performance under these Terms and Conditions. Both parties agree that all system designs, computer programs, data, processes, trade secrets, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if marked as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under these Terms and Conditions, TELVUE and Customer agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be obligated for any information which it can document: is in or (through no improper action or inaction by the receiving party) enters the public domain (and is readily available without substantial effort), or was rightfully in its possession or known by it prior to receipt from the disclosing party, or was rightfully disclosed to it by another person without restriction, or was independently developed by it by persons without access to such information and without use of any Confidential Information of the disclosing party, or is required to be disclosed pursuant to local or federal statutes and or regulations. These obligations shall continue for a period of three (3) years from disclosure. TELVUE WILL NOT BE LIABLE WITH RESPECT TO OR ARISING OUT OF ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO TELVUE HERE UNDER OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST OF PROFITS, BUSINESS REVENUES OR SAVINGS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. TELVUE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THE PRODUCTS OR SERVICES REMAINS WITH CUSTOMER. IN NO EVENT SHALL TELVUE OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCTS OR SERVICE, EVEN IF TELVUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE OTHERWISE FORSEEABLE. IN THE EVENT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TelVue Hardware Warranty and TelVue Care Extended Warranty Terms and Conditions - TelVue Corporation (TelVue) will at its option, either repair, replace or upgrade software and or firmware on any product manufactured by TelVue which proves to be defective in materials or workmanship or fails to meet the specifications which are in effect on the date of shipment or such other specifications as may have been expressly agreed upon in writing for a period of one (1) year from the date of original purchase. With optional TelVue Care, the equipment owner can extend these terms for up to four additional years. Certain products



WE SHARE YOUR VISION™

TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-016352

Quote Issued: 11/24/2020

Quote Expiration: 12/24/2020

that are not manufactured but are resold by TelVue will carry the original OEM warranty for that product. In the case of a failure, the customer will be responsible for round trip shipping costs to TelVue and up to a \$500 maximum factory repair service deductible. This warranty does not cover damage resulting from (i) use or installation other than in strict accordance with manufacturer's written instructions, (ii) disassembly or repair by someone other than the manufacturer or a manufacturer-authorized repair center, (iii) misuse, misapplication or abuse, (iv) alteration, (v) lack of reasonable care or (vi) acts of God. A \$500 reactivation fee will apply to a lapsed warranty for TelVue Care on equipment. TelVue Care is not transferable without written permission from TelVue.

If any provision of these Terms and Conditions is held unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions shall be governed by and construed under the laws of the State of New Jersey and the United States without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that venue for any action of any kind shall be Burlington County, New Jersey. Any waiver or amendment to these Terms and Conditions shall be effective only if made in writing and signed by a representative of the respective parties, authorized to bind the parties. The prevailing party in any action to enforce these Terms and Conditions shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees. Notices given under these Terms and Conditions shall be in writing and considered to be received upon the earlier of actual receipt or five (5) days after mailing if mailed postage prepaid by regular mail, or one (1) day after such notice is sent by major commercial rapid delivery courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

INFOVUE - Terms & Conditions: InfoVue is sold under additional terms and conditions related to various optional information services available. These terms and conditions are contained on the TelVue web site. It is the responsibility of the Customer/User to review those terms and conditions and to ensure compliance with them. The terms and conditions for InfoVue can be found at:

<http://www.telvue.com/wp-content/uploads/InfoVue-End-User-Licensing-Terms-and-Conditions-2015-5-4.pdf>

The information contained in this quote is confidential and proprietary to TelVue Corporation and may not be disclosed to third parties or duplicated, in whole or in part, without the prior consent of TelVue Corporation.

Attachment: APTV EQUIPMENT QUOTES (2020-349 : Authorizing the Purchase of Equipment Needed for the APTV Station)



WE SHARE YOUR VISION™

TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-016352
Quote Issued: 11/24/2020
Quote Expiration: 12/24/2020

TelVue Quotation – Confidential	TelVue Contact Information
Prepared for: Nate McCallister APTV - Asbury Park Station Manager nate.mccallister@cityofasburypark.com Ship to address: One Municipal Plaza Asbury Park, NJ 07712 US	Prepared by: Denise Rolfe TelVue Corporation Email: drolfe@telvue.com Phone: (800) 885-8886 Fax: (856) 866-7411 Please use Fax No. to submit signed quote, or email orders@telvue.com

Special Terms
Applicable discounting shown. *Prior to signing the quote in indication of your acceptance as a purchase order, please confirm the billing contact information and shipping information above. *If you have any questions please contact your TelVue contact (identified above).

Customer Acceptance
This quote is good for 30 days from date of issue or until any expiration date stated in the special terms field. By signing below, customer accepts quote as purchase order on the above terms: Printed Name: _____ Title: _____ Signature: _____ Date: _____

Thank you for your business. The following page contains a quote for TelVue products and services.

Hardware ☐ Computers and Tablets ☐ Desktops and Workstations ☐

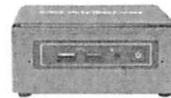
Results for 'digital%20signage%20server'

Simply NUC AirServer Connect 4K UHD

\$539.00

☐ In Stock ☐

Stock: 19 ☐



Mfr Part #: 909-0003-015

SHI Part #: 35602416

☐ Quick Details

[Go to Product Specs](#) ☐

- Digital signage server
- AirServer OS



1



☐ Add to Cart

Attachment: APTV EQUIPMENT QUOTES (2020-349 : Authorizing the Purchase of Equipment Needed for the APTV Station)

Overview

Product Specs

Simply NUC AirServer Connect 4K UHD



\$539.00

☐ Add to Cart

Overview

Simply NUC AirServer Connect 4K UHD

- Digital signage server
- AirServer OS

☐ Additional Details

Price: \$539.00

Mfr Part #: 909-0003-015

SHI Part #: 35602416**Category:** Desktop computers**UNSPSC:** 43211507**Manufacturer:** Simply NUC**Product Type:** Hardware**Product Line:** Simply Nuc, Llc**Hide Section** ☐

Product Specs ☐

General Information

Category	Desktop computers
Description	Simply NUC AirServer Connect 4K UHD - Digital signage server - AirServer OS
Manufacturer	Simply NUC
MSRP	\$508.98
UNSPSC	43211507

Main Specifications

Header / Brand	Simply NUC
Miscellaneous / Product Color	Gray
Packaged Quantity	1

Connectivity

Attachment: APTV EQUIPMENT QUOTES (2020-349 : Authorizing the Purchase of Equipment Needed for the APTV Station)

General Information

Connections

Show All Product Specs ☐

USB 3.0 | TOSLINK | Audio line-out | HDMI

Attachment: APTV EQUIPMENT QUOTES (2020-349 : Authorizing the Purchase of Equipment Needed for the APTV Station)

Kramer KDS-EN1 - Streaming video encoder

MSRP \$4,725.00 **\$3,027.00**

☐ Out of stock ☐

Stock: 0 ☐



Mfr Part #: KDS-EN1

SHI Part #: 27913046

☐ Quick Details

[Go to Product Specs](#) ☐

- No quick details available - [View Product Specs](#)

☐

1

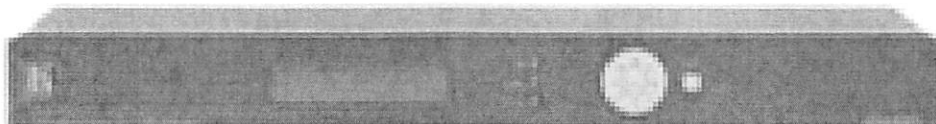
☐

☐ Add to Cart

Overview

Product Specs

Kramer KDS-EN1 - Streaming video encoder



\$3,027.00

☐ Add to CartOverview ☐

Kramer KDS-EN1 - Streaming video encoder

☐ Additional Details

Price: \$3,027.00

MSRP: \$4,725.00

Mfr Part #: KDS-EN1

SHI Part #: 27913046

Category: Media control systems

UNSPSC: 45111801

Manufacturer: Kramer Electronics

Product Type: Hardware

Hide Section ☐

Product Specs ☐

General Information

Category	Media control systems
Description	Kramer KDS-EN1 - Streaming video encoder
Manufacturer	Kramer Electronics
MSRP	\$4,725.00
UNSPSC	45111801

Main Specifications

ABC Code	A
Dimensions & Weight / Weight	6.00
One Source Flag	NNN
Serialized Flag	N
SKU Created Date	131125

Attachment: APTV EQUIPMENT QUOTES (2020-349 : Authorizing the Purchase of Equipment Needed for the APTV Station)



digital signage server

Sign In

Hardware

Software

Services

IT Solutions

Brands

Tech Library



Lifesize Share Wireless Presentation Server

Mfg Part: 1000-0000-0933 | CDW Part: 5879370

Availability: • Item Backordered

This item will ship once it is in stock. CDW cannot guarantee an in-stock date. **FREE SHIPPING**

For more information, please contact your account manager.

Joseph Rewick: 2C3.851.7267

Order fulfilled by a CDW partner.

Was \$249.00 SAVE \$18.95

\$230.05 Technology Supplies and Services #ESCN18/19-03

Product Details

- Wireless Screen Sharing
- Digital Signage
- Whiteboard Collaboration
- Ports: 1x HDMI Video Output Port, 4x USB 2.0 Host Ports

Product Overview

Main Features

- Wireless Screen Sharing
- Digital Signage
- Whiteboard Collaboration
- Ports: 1x HDMI Video Output Port, 4x USB 2.0 Host Ports

The Lifesize Share offers wireless screen sharing and room automation for the modern meeting space. It brings a range of connected technologies together seamlessly so that your online meetings start on time, your presentations run smoothly and you capture the attention of everyone in your audience. Lifesize Share makes it remarkably simple to share screens and present in meetings.



streaming encoder

Sign In

Hardware

Software

Services

IT Solutions

Brands

Tech Library



Kramer DigiTOOLS KDS-EN3 streaming video encoder

Mfg.Part: KDS-EN3 | CDW Part: 3704636 | UNSPSC: 45111801

Availability: • 4-6 Weeks

Orders placed today will ship within 4-6 weeks by a CDW partner.

For more information, please contact your account manager.

Joseph Rewick: 2C3.851.7267

\$1,298.74 Sourcewell 081419-CDW Tech Catalog

[Lease Option](#) (\$38.31/month)

Product Details

- EN3
- Streaming video encoder

Product Overview

Main Features

- EN3
- Streaming video encoder

The Kramer KDS-EN3 is an H.264 encoder for HDMI signals. The KDS-EN3 provides unicast or multicast streaming to the decoder. KDS-EN3 can also record content to a network drive for later access.

Tech Specs

Specifications are provided by the manufacturer.

Header

Manufacturer :	Kramer Electronic
Brand :	Kramer
Product Line :	Kramer DigiTOOLS
Model :	KDS-EN3

Studio & Production Equipment

Type :	Streaming video encoder
Features :	H.264 codec support, Recording capability

Power

Low Voltage Power :	DC 5 V
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Terminals

Terminals :	(1) x USB - 4 pin USB type B, (1) x serial - 9 pin D-Sub (DB-9), (1) x audio line-in - mini-phone stereo 3.5 mm, (1) x HDMI input - 19 pin HDMI Type A, (1) x HDMI output - 19 pin HDMI Type A, (1) x network - RJ-45, (1) x VGA output - 15 pin HD D-Sub (HD-15), (1) x audio line-out - mini-phone stereo 3.5 mm
-------------	--

Dimensions & Weight

Width :	8.5 inch
Depth :	4.2 inch
Height :	1 inch
Weight :	12.7 ounce

Environmental Parameters

Min Operating Temperature :	32 degree Fahrenheit
Max Operating Temperature :	104 degree Fahrenheit
Humidity Range Operating :	10 - 90% (non-condensing)

Warranty

Warranty :	7 years
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 9, 2020
RESOLUTION SUMMARY

2020-350

Resolution authorizing the emergency disinfecting of City Hall, DPW and Fire Department due to the rapid increase in confirmed Coronavirus cases within the City.



RESOLUTION NO. 2020-350

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

EMERGENCY CONTRACT FOR THE DISINFECTING OF MUNICIPAL BUILDINGS FOLLOWING CDC GUIDELINES

WHEREAS, on March 9, 2020 Governor Murphy declared a State of Emergency via Executive Order 103 in response to the Coronavirus outbreak; and

WHEREAS, on November 11, 2020 Governor Murphy issued Executive Order 200 renewing the Public Health Emergency in response to the Coronavirus outbreak; and

WHEREAS, LFN 2020-06 Coronavirus Response - Emergency Procurement and Use of Storm Recovery Reserves was issued on March 16, 2020; and

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A 40A:11-6 for the emergency contract for Disinfecting of all Municipal Offices, Police Department, Municipal Court, Council Chambers, Department of Public Works and the Fire House following CDC guidelines; and

WHEREAS, a quote was received from Rapid Recovery Services, LLC in an amount of \$25,800.00 and the City Manager authorized a not-to-exceed contract for services in that amount; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, the State Fiscal Monitor was apprised of the emergent need and authorized the purchase and awarded of said contract in accordance with the Transitional Aid MOU; and

WHEREAS, the CFO has certified that funds are available in the Reserve for Storm Recovery Trust Fund T-20-56-850-932-301.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the emergency purchase and contracts are hereby documented for the emergent disinfectant of the Municipal Buildings listed herein;

and

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

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

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. 2020-350 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

CERTIFIED BY ME THIS 9th DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK

Rapid Recovery Services, LLC
 375 North St. Unit Q
 Teterboro, NJ 07608 US
 866-505-5600
 matthewb@rapidrecoveryservices.net
 www.rapidrecoveryservices.net

Estimate

ADDRESS

City of Asbury Park
 William McClave Director of
 Public Works
 1 Municipal Plz Ste 1 # 1
 Asbury Park, NJ 07712
 United States

ESTIMATE # 20072

DATE 11/23/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Disinfection	Rapid Recovery Services will disinfect, using CDC guidelines for disinfection, all surfaces that are in direct contact of the occupants of the building and areas listed below:	43,000	0.60	25,800.00
		City Hall 1 Municipal plaza Police Department, Court House , Town council and Municipal offices, Tax, Building, Code Enforcement, etc			
		DPW w 2nd Floor Gymnasium 9 Main street			
		Fire house 800 Main Ave.			
		All Labor is Paid in Prevailing Wage per Monmouth County Department of Labor			
		approx 43,000sf			

TOTAL

\$25,800.00

Attachment: RAPID RECOVERY SERVICE QUOTE (2020-350 : Emergency Contract for the Disinfecting of Municipal Buildings Following the

Accepted By

Accepted Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 9, 2020
RESOLUTION SUMMARY

2020-351

Shared Services for Technical Rescue Services



RESOLUTION NO. 2020-351

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

RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND THE CITY OF ASBURY PARK FIRE DEPARTMENT

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxes; and

WHEREAS, the City and the Municipality wish to enter into an Agreement whereby the City will provide Technical Rescue Services for confined space entry to the Municipality; and

WHEREAS, this Agreement has been duly authorized by appropriate resolutions of the City and the Municipality, which are attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree to amend the Agreement as follows:

INTERLOCAL SERVICES AGREEMENT

AGREEMENT made this 1st day of January, 2021 by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (the "City") and the Borough of Rumson, 80 East River Road, Rumson, NJ 07760 (the "Municipality").

1. The City, through its fire department (the "Department"), shall provide emergency response capabilities with trained/equipped members "off the floor." A minimum initial response shall consist of at least four (4) man crew comprised of (1) officer and three (3) firefighters with the Department's technical rescue vehicle for any technical rescue incidents, accidents or similar events involving the Authority's employees, equipment or locations.
2. The Department shall be designated as the Municipality's "rescue service" for

permit-required confined spaces at Municipal locations.

3. The Department will drill, at a minimum, one (1) time per year on-site at the Municipality's location or locations in consultation with the Municipality's management. Training will be conducted and administered by the Department's Technical Rescue Team members.
4. Fee. The Municipality agrees to pay the City a fixed fee for the services provided the Municipality by the Township under this Agreement (the "Fee").
 - a. The initial Fee shall cover the period of December 15, 2020 to December 31, 2021
And the amount of \$20,000.00 shall be paid on or before March 1, 2021.
 - b. Beginning January 1, 2021, the Fee to be paid by the Municipality to the City for services provided under this Agreement shall be \$20,000.00 for the period of January 1, 2021 to December 31, 2021.
 - c. The Fee represents the following charges:
 - (1) 90 man-hours of on-site drills per year
 - (2) City Administrative fee
 - (3) Equipment replacement or replenishment
 - d. The Fee shall increase the previous year's Fee by two percent (2%) each year during the term of this Agreement.
 - e. The Fee shall be paid annually and no later than March 1st of each year.
 - f. In the event of an emergency response by the Department to an event at the Municipality's locations, the City shall submit a separate invoice for man-hours and equipment broken, lost or beyond repair.
5. Effective Date. The Effective Date of the Agreement shall be January 1, 2021.
6. Duration. This Agreement shall expire on December 31, 2023 unless extended by the agreement of both parties in writing prior to December 31, 2023.

ATTEST:

Donna Vieiro,
City Manager

John Moor,
Mayor

Date Signed: _____

ATTEST

Date Signed: _____

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. 2020-351 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

CERTIFIED BY ME THIS 10th DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 9, 2020
RESOLUTION SUMMARY

2020-352

Cancellation of portion of 2020 Property Tax billing due to the commencement of the PILOT term.



RESOLUTION NO. 2020-352

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

RESOLUTION TO CANCEL PORTION OF PILOT BILLING BLOCK 103 LOT 2 (100 DRURY LANE)

WHEREAS, on February 12th, 2020, the City of Asbury Park entered into a HMFA Payment in Lieu of Tax Agreement (PILOT) with Holly House Preservation, L.P. for the property located at 100 Drury Lane (Block 103 Lot 2); and

WHEREAS, as per the agreement, the commencement of the PILOT term begins as of the date the sponsor executes a first mortgage upon the project approved by the Housing and Mortgage Finance Agency; and

WHEREAS, the first mortgage was executed on September 24th, 2020 and subsequently recorded with the Monmouth County Clerk's Office on November 4th, 2020 (Book 9454 Page 4320); and

WHEREAS, the Tax Collector was notified by Erick Aguiar, Financial Analyst for the City of Asbury Park, that the PILOT term for the property located at Block 103 Lot 2 (100 Drury Lane) commenced September 24th, 2020; and

WHEREAS, the PILOT payment for the property should represent 99 days of tax year 2020 and conventional taxes should represent 266 days of tax year 2020 totaling out to \$65,974.99 (with the PILOT portion representing \$17,245.94 & conventional taxes representing \$48,729.05 of the \$65,974.99); and

WHEREAS, the property has already been billed a total of \$66,865.05 for 2020; and

WHEREAS, the difference between what the property was actually billed (\$66,865.05) and the adjusted bill (\$65,974.99) results in an overbilling of \$890.06; and

WHEREAS, pursuant to N.J.S.A. 40A:5-17 the governing body of a municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owner's account, and;

WHEREAS, the Tax Collector is requesting to cancel this \$890.06 portion of the 2020 fourth quarter to make the appropriate adjustment; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to cancel \$890.06 of the 2020 fourth quarter property tax bill for 100 Drury Lane, Block 103 Lot 2.

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. 2020-352 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 9, 2020
RESOLUTION SUMMARY

2020-353

The Police Department has four weapons over 25 years of age and can't be sold that they would like to turn over to Lanigan Associates for a \$500 account credit. Trading these guns will give the Firearms Unit the needed room in the armory and a credit for other necessary items needed.



RESOLUTION NO. 2020-353

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

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

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

WHEREAS, these items do not meet the definition of a Fixed Asset as they do not have an individual value of \$5,000.00 or more; and

WHEREAS, it is the desire of the Mayor and City Council to declare the property as surplus; and no longer needed for public use; and

WHEREAS, the Mayor and City Council hereby authorizes the City Manager to trade in four (4) Remington 870 pump action shotguns to Lanigan Associates Inc. for a five hundred dollar (\$500.00) account credit.; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize the trade in of shotguns for an account credit as they are no longer needed for municipal purposes and are hereby considered surplus.

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. 2020-353 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

CERTIFIED BY ME THIS 9th DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK

ASBURY PARK POLICE DEPARTMENT
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

INVESTIGATIVE SECTION

TO: Chief David Kelso
FROM: Lieutenant Daniel Kowsaluk
SUBJECT: Old Weapons
DATE: July 14, 2020

Chief,

The Firearms Unit has four (4) Remington 870 pump action shotguns in the armory that I would like to turn into Lanigans for a five hundred (\$500) dollar credit. On Remington's website this gun is four hundred and thirty-nine (\$439) dollars new. Our guns are over 25 years old and they have a lot of wear and tear. I would like to turn each gun into Lanigans for one hundred and twenty-five (\$125) dollars giving the Firearms Unit a five hundred (\$500) dollar credit for parts and supplies.

The Firearms Unit has twelve (12) other shotguns that are newer and outfitted better. We only keep three of those shotguns in the shift commanders safe and they are rarely used because officers take the rifles. Law Enforcement Agencies are also transitioning away from shotguns and more to patrol rifles.

Trading these shotguns in will give the Firearms Unit needed room in the armory and credit for other necessary items like parts for the handguns. Thank you for your attention to this matter.

Attachment: SURPLUS PROPERTY - LANIGANS (2020-353 : Disposition of Surplus Property)

REBATES & PROMOTIONS WARRANTY REGISTRATION SUPPORT PARTNERS RETAIL LOCATOR SHOP SEARCH

RIFLES SHOTGUNS HANDGUNS AMMUNITION OTHER PRODUCTS CUSTOM CENTER

MODEL 870 EXPRESS SYNTHETIC



MODEL 870

MODEL 870 EXPRESS SYNTHETIC

ROCK-SOLID WORKHORSE.

This All-American pump gun brings hunters the best of all worlds. Beneath no-nonsense, ready-for-work exterior of the Model 870 Express relies on the same quality, precision, and dependability that you'll find in our legendary Model 870 Wingmaster®, but at a much more affordable price.

Like all Model 870 shotguns, this workhorse features a receiver milled from a solid billet of steel for maximum strength and reliability. The silky-smooth twin action bars prevent binding and twisting so that you'll always have the chance to get off a second shot. Appropriately dressed for the hunt and not for the wall, each shotgun sports non-reflective black matte metalwork and a no-frills laminate stock and fore-end.

Its solid, dependable action makes it America's favorite, and our continual upgrades make it the most advanced, well-rounded family of pump shotguns around. Along with continually evolving designs, this shotgun's superiority is a matter of rugged dependability, great pointing characteristics and versatility. In fact, the Model 870™ has been the standard for slide-action performance for more than 60 years.

- Black Synthetic stock and fore-end
- 26" or 28" vent-rib bead-sighted barrel
- Standard Express finish on barrel and receiver
- Shoots both 2 3/4" and 3" shells
- Receiver milled from a solid billet of steel for maximum strength and reliability
- Silk-smooth twin action bars prevent binding and twisting for maximum strength and reliability

STARTING MSRP:

\$439.00

WARRANTY

ADD TO COMPARE

PASSIONS:



**Asbury Park, New Jersey
ORDINANCE NO. 2020-28**

**ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH AND
STATE OF NEW JERSEY AMENDING ORDINANCE NO. 2018-21, RELATING TO
THE IMPLEMENTATION AND COLLECTION OF "DEVELOPMENT FEES" (AS
CODIFIED IN CHAPTER 2, SECTION 88 OF THE ASBURY PARK CITY CODE).**

WHEREAS, on December 27, 2018, the Asbury Park City Council adopted Ordinance No. 2018-21, entitled as follows: "An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight 'Development Fees' to the Code of the City of Asbury Park" (the "Ordinance"), which is now codified in Chapter 2, Section 88 of the Asbury Park City Code; and

WHEREAS, the Ordinance was subsequently approved for implementation through a Consent Order entered by the Superior Court of New Jersey (Hon. Linda Grasso Jones, J.S.C.) dated September 23, 2020; and

WHEREAS, since then, relevant City Officials have met and have recommended that certain minor revisions be made to the Ordinance in order to facilitate its smooth implementation; and

WHEREAS, the proposed revisions are set forth herein.

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 Ordinance No. 2018-21, entitled "An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight 'Development Fees' to the Code of the City of Asbury Park," which is now codified in Chapter 2, Section 88 of the Asbury Park City Code, is hereby amended in the following limited respects (additions are shown with underline; deletions are shown with ~~strikethrough~~):

§ 88-1. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:93-8.

§ 88-2. Basic requirements.

- A. This ordinance shall not be effective until approved by the Superior Court pursuant to N.J.A.C. 5:93.8.
- B. The City of Asbury Park shall not spend development fees until the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-8.

§ 88-3. Definitions.

The following terms, as used in this chapter, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT - A development that is inclusionary development, a municipal construction project containing affordable units or a one- hundred-percent affordable development. This shall include any project that contains restricted very-low, low-, moderate-, or middle-income units on or off-site. This shall also include any project that utilizes funds from the City's Regional Contribution Agreements (RCA).

COAH or THE COUNCIL - The New Jersey Council on Affordable Housing established under the Fair Housing Act

DEVELOPER - The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

EQUALIZED ASSESSED VALUE - The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES - Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 88-4. Residential development fees.

A. Imposed fees.

1. Within all Zoning Districts and Redevelopment Areas, residential developers, except for developers of one or more dwelling units of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. ~~Renovations or additions to any single family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).~~ Reserved.
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
 - (a) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and
 - (b) Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

5. Buildings demolished and replaced due to being “destroyed” as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 - (a) ~~If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or~~ If the original building footprint is expanded by greater than 10%.
 - (b) If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).
6. Renovations and additions to existing residential structures which results in less than a 10% increase in floor area.

§ 88-5. Nonresidential development fees.

- A. Imposed fees.
 1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
 2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
 3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.
- B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise exempted below.
2. The two-and-one-half-percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Asbury Park as a lien against the real property of the owner.

§ 88-6. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final

assessments as per the instructions provided in Form N-RDF.

- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should Asbury Park fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director,

which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 88-7. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
 - 1. Payments in lieu of on-site construction of affordable units;
 - 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - 3. Rental income from municipally operated units;
 - 4. Repayments from affordable housing program loans;
 - 5. Recapture funds;
 - 6. Proceeds from the sale of affordable units; and
 - 7. Any other funds collected in connection with Asbury Park's affordable housing program.

§ 88-8. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of

land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.

- B. Funds shall not be expended to reimburse Asbury Park for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
 - 1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
 - 2. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
 - 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. Asbury Park may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with annual monitoring requirements.
- F. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

§ 88-9. Monitoring.

- A. On or about June 30 of each year through 2025, Asbury Park shall provide

annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“DCA”), COAH, or Local Government Services (“LGS”), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Asbury Park' housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§ 88-10. Ongoing collection of fees.

- A. The ability for Asbury Park to impose, collect and expend development fees shall expire with its Court-issued Judgement of Compliance unless Asbury Park has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a Declaratory Judgement Action, and has received the Court's approval of its development fee ordinance. If Asbury Park fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Asbury Park shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall Asbury Park retroactively impose a development fee on such a development. Asbury Park shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.
2. That all ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
3. That, if any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.
4. That this ordinance shall take effect upon its passage and publication, as required by law.

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. 2020-28 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

MELODY HARTSGROVE
CITY CLERK

Summary of

AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING ORDINANCE NO. 2018-21, RELATING TO THE IMPLEMENTATION AND COLLECTION OF "DEVELOPMENT FEES" (AS CODIFIED IN CHAPTER 2, SECTION 88 OF THE ASBURY PARK CITY CODE).

This is a small amendment to Development Fees for Affordable housing to make the implementation more practical. The amendment eliminates the imposition of affordable housing development fees for a residential renovation with no increase in density. It also additions to existing residential structures which results in less than a 10% increase in floor area. Changes are shown in strikethrough and underlines in the main document.



**Asbury Park, New Jersey
ORDINANCE NO. 2020-29**

**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 2021 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. 2020-29 which was finally adopted by the City Council at a meeting held on the 9th day of December, 2020

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	\$51,041
Administrative Analyst	\$18,000	\$86,930
Administrative Clerk	\$20,000	\$80,097
Administrative Clerk (Confidential)	\$20,000	\$80,097
Administrative Secretary	\$20,000	\$96,580
Administrative Secretary (Confidential Fire Dept)	\$20,000	\$96,580
Administrative Secretary/Office Services Manager	\$35,000	\$88,359
Animal Control Officer	\$41,805	\$56,309
Assessing Clerk Typing	\$39,751	\$55,119
Assistant Animal Control Officer	\$31,514	\$45,709
Assistant CFO	\$22,000	\$116,246
Assistant Chief Sewage Plant Operator	\$27,000	\$105,923
Assistant Comptroller	\$20,000	\$123,061
Assistant City Manager (Assistant Municipal Manager)	\$30,000	\$110,000
Assistant Municipal Tax Collector	\$20,000	\$83,054
Assistant Planner	\$30,000	\$105,109
Assistant Prosecutor	\$8,000	\$33,065
Assistant Public Works Superintendent	\$37,000	\$124,462
Assistant Zoning Officer	\$18,000	\$80,574
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	\$141,000
Beach Supervisor	\$5,000	\$14,762
Building Inspector	\$40,000	\$86,700
Building Maintenance Worker	\$30,598	\$63,401
Captain (Fire Department)	\$110,000	\$127,000
Captain (Police Department)	\$117,000	\$165,000
Carpenter	\$51,183	\$77,416
Chief Financial Officer	\$30,000	\$145,256
Chief Housing Inspector	\$20,000	\$108,855
Chief Sewage Plant Operator	\$37,000	\$116,730
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	\$46,795
Clerk (Confidential)	\$14,478	\$62,193
Clerk Stenographer	\$44,845	\$65,290

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Clerk Transcriber	\$28,306	\$46,795
Clerk Typist	\$28,306	\$46,795
Clerk Typist (Confidential)	\$15,659	\$65,639
Code Enforcement Officer	\$46,386	\$72,666
Code Enforcement Officer/Zoning Officer	\$28,000	\$91,321
Communications Operator	\$35,170	\$52,584
Community Organization Specialist (Part-Time)	\$1,000	\$4,429
Computer Service Technician	\$45,000	\$97,410
Construction Official	\$25,000	\$119,734
Cost Estimator Property Improvement	\$46,614	\$73,023
Council Member	\$5,000	\$12,618
Deputy Fire Chief	\$35,000	\$129,997
Deputy Municipal Clerk	\$35,000	\$82,620
Deputy Municipal Court Administrator	\$37,426	\$54,913
Deputy Municipal Court Administrator 2	\$42,463	\$60,100
Deputy Municipal Court Administrator 3	\$47,767	\$65,564
Deputy City Manager (Deputy Municipal Manager)	\$5,000	\$110,949
Deputy Police Chief	\$80,000	\$195,000
Deputy Registrar of Vital Statistics	\$33,993	\$50,663
Deputy Tax Assessor	\$35,000	\$72,114
Detective (Police Department)	\$35,000	\$117,000
Director of Capital Projects and Public Facilities	\$55,000	\$150,000
Director of Communications	\$55,000	\$111,435
Director of Community Development Block Grant Program	\$28,000	\$121,339
Director of Cultural Affairs and Community Relations	\$28,000	\$114,333
Director of Economic and Community Development	\$55,000	\$150,000
Director of Finance	\$30,000	\$145,256
Director of Information Technology	\$45,000	\$112,200
Director of Planning and Redevelopment	\$55,000	\$138,038
Director of Public Safety	\$30,000	\$173,466
Director of Social Services	\$28,000	\$106,146
Electrical Inspector	\$40,000	\$76,971
Electrician	\$52,193	\$79,654
Equipment Operator	\$46,614	\$69,312
Executive Secretary (Confidential)	\$20,000	\$96,580
Field Representative Senior Citizen Program	\$29,934	\$39,472
Fire Chief	\$74,500	\$225,000
Fire Inspector	\$40,000	\$76,971
Fire Inspector (UFD)	\$90,000	\$117,000
Fire Official (Non-UFD)	\$45,000	\$102,000
Fire Official (UFD)	\$110,000	\$127,000
Fire Prevention Specialist (Non-UFD)	\$42,000	\$94,309

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Firefighter/Emergency Medical Technician	\$32,000	\$110,000
Garage Attendant	\$42,029	\$68,381
Heavy Equipment Operator	\$51,183	\$76,724
Housing Assistance Technician	\$38,187	\$59,379
Housing Inspector	\$46,614	\$73,023
Housing Inspector Trainee	\$30,368	\$30,368
Human Resource Coordinator	\$25,000	\$105,109
Inventory Control Clerk	\$44,320	\$65,460
Investigator Clerk Public Safety	\$37,455	\$62,226
Laborer	\$42,029	\$63,670
Laborer Heavy	\$44,956	\$65,460
Lieutenant (Police Department)	\$95,000	\$149,000
Maintenance Repairer	\$44,320	\$70,523
Mason/Plasterer	\$46,614	\$73,023
Mayor	\$5,500	\$12,618
Mechanic	\$46,614	\$73,023
Mechanics Helper	\$46,669	\$67,882
Media Technician	\$5,000	\$21,646
Motor Broom Driver/Truck	\$44,797	\$66,391
Municipal Attorney	\$12,000	\$38,466
Municipal Court Attendant	\$44,847	\$65,290
Municipal Court Administrator	\$18,000	\$102,000
Municipal Engineer	\$65,000	\$152,800
Municipal Prosecutor	\$21,000	\$52,357
Municipal Treasurer	\$65,000	\$112,827
Network Administrator	\$45,000	\$97,410
Omnibus Operator	\$27,972	\$52,821
Painter	\$44,320	\$70,274
Parking Enforcement Officer	\$35,170	\$65,299
Parking Meter Collector/Parking Meter Repairer	\$46,614	\$73,023
Payroll Supervisor	\$25,000	\$97,509
Personnel Officer	\$25,000	\$122,400
Plumbing inspector	\$40,000	\$86,700
Police Aide	\$35,785	\$46,193
Police Chief	\$80,000	\$225,000
Police Officer	\$35,000	\$115,000
Police Records Clerk	\$28,306	\$41,410
Police Records Clerk, Transcribing	\$33,800	\$50,467
Police Records Clerk, Typing	\$28,306	\$41,410
Principal Account Clerk	\$37,455	\$68,439
Principal Assessing Clerk	\$43,730	\$70,183
Principal Clerk Bookkeeper	\$37,455	\$68,439

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Principal Clerk Typist	\$37,455	\$58,268
Principal Engineering Aide	\$35,000	\$119,303
Principal Payroll Clerk	\$37,167	\$57,987
Principal Planner	\$30,000	\$105,109
Program Coordinator Special Events	\$25,000	\$91,818
Program Development Aide (Community Service)	\$25,000	\$81,304
Public Defender	\$20,000	\$50,813
Public Safety Telecommunicator	\$35,170	\$52,584
Public Works Superintendent	\$37,000	\$139,742
Purchasing Agent	\$45,000	\$88,327
Purchasing Director/Accounts Payable Clerk	\$22,000	\$116,246
Receptionist	\$30,598	\$39,140
Recreation Director	\$21,000	\$91,800
Recreation Supervisor	\$21,000	\$84,175
Registrar of Vital Statistics	\$20,000	\$81,966
Sanitation Inspector	\$46,614	\$73,023
Secretarial Assistant, Stenography	\$37,455	\$55,062
Secretarial Assistant, Stenography (Confidential)	\$18,000	\$70,664
Senior Account Clerk	\$37,455	\$55,062
Senior Assessing Clerk	\$39,751	\$52,576
Senior Building Maintenance Worker	\$46,614	\$70,209
Senior Cashier	\$39,751	\$55,119
Senior Clerk	\$37,455	\$55,062
Senior Clerk (Confidential)	\$17,000	\$79,809
Senior Clerk Stenographer	\$28,672	\$59,435
Senior Clerk Typist	\$37,455	\$55,062
Senior Computer Service Technician	\$45,000	\$97,410
Senior Housing Inspector	\$57,223	\$83,950
Senior Mechanic	\$52,193	\$79,654
Senior Parking Meter Collector/Senior Parking Meter Repairer	\$52,193	\$79,654
Senior Police Records Clerk Transcribing	\$42,203	\$54,177
Senior Sewage Plant Repairer	\$52,193	\$79,654
Senior Sewer Repairer	\$52,193	\$79,654
Senior Tax Clerk	\$39,751	\$52,576
Sergeant (Police Department)	\$73,000	\$133,000
Sewage Plant Repairer	\$46,614	\$73,023
Sewer Repairer	\$46,614	\$73,023
Social Worker, Health	\$21,000	\$86,743
Special Law Enforcement Officer I	\$43,038	\$49,822
Special Law Enforcement Officer II	\$45,993	\$63,737
Street Sweeper	\$51,183	\$57,319
Subcode Official	\$30,000	\$112,206

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Supervising Account Clerk	\$20,000	\$82,755
Supervising Accountant	\$20,000	\$82,755
Supervising Laborer (Laborer 3 with Civil Service)	\$25,000	\$103,870
Supervising Maintenance Repairer	\$25,000	\$103,870
Supervising Mechanic	\$25,000	\$103,870
Supervising Sewage Plant Repairer	\$25,000	\$103,664
Supervisor of Accounts/Purchasing Agent	\$22,000	\$119,734
Supervisor of Senior Citizen Activities	\$25,000	\$82,003
Tax Assessor	\$36,000	\$135,415
Tax Clerk/Telephone Operator	\$35,170	\$51,041
Tax Collector	\$27,000	\$110,681
Technical Assistant, TACO	\$25,000	\$81,304
Traffic Maintenance Worker (Laborer)	\$42,029	\$63,670
Traffic Maintenance Worker (Painter)	\$46,614	\$73,023
Traffic Signal Electrician	\$52,193	\$79,654
Transportation Manager (Supervising Planner-Transportation)	\$35,000	\$100,332
Truck Driver Heavy	\$44,320	\$65,460
Violations Clerk Typing	\$28,306	\$46,795
Zoning Officer	\$28,000	\$96,912

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
Cashier (Part-Time)	\$12.00	\$19.00
Clerk (Part-Time)	\$12.00	\$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)	\$12.00	\$15.00
Laborer (Part-Time)	\$12.00	\$23.43
Life Guard (Part-Time)	\$12.00	\$19.00
Life Guard Captain (Part-Time)	\$12.00	\$24.00
Restroom Attendant (Part-Time)	\$12.00	\$17.00
Mechanic (Part-Time)	\$15.00	\$35.14
Media Technician (Part-Time)	\$12.00	\$54.12
Parking Attendant (Part-Time)	\$12.00	\$20.40
Parking Enforcement Officer (Part-Time)	\$12.00	\$30.49
Plumbing Inspector (Part-Time)	\$20.00	\$75.76
Police Aide (Part-Time)	\$12.00	\$29.29
Program Development Aide (Community Service) (Part-Time)	\$13.00	\$41.62
School Traffic Guard (Part-Time)	\$12.00	\$15.14
Special Law Enforcement Officer I (Part-Time)	\$12.00	\$23.72
Special Law Enforcement Officer II (Part-Time)	\$15.28	\$30.35
Station Manager (Part-Time)	\$15.00	\$54.12



Minutes
Meeting of the Municipal Council
Wednesday, December 9, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

1. Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

1. Call to Order/Roll Call

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

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 ANTHONY "PUTT PUTT" PETILLO

Council member Chapman presented a proclamation recognizing Anthony "Putt Putt" Petillo.

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd had no special events applications at this time.

ITEMS TO BE PRESENTED BY:

1. AP Triangle Park Block 3203 Lot 1.04 Cookman and Heck Avenues
Presented By : iStar, Brian A. Cheripka
Director, Jennifer Smith of Gibbons P.C. and Landscape Architect, Brian Leff of BML Studio LLC, presented a proposal for AP Triangle Park Block 3202 Lot 1.04 Cookman and Heck Avenues.
2. Presentation by Asbury Partners, LLC of a Development Proposal for Block 4001, Lot 2-15 Kingsley Street, Third Avenue and Fourth Avenue
Director, Jennifer Smith of Gibbons P.C. and Keenan Hughes of Phillips Preiss Grygiel LLC, presented a development proposal for Block 4001, Lot 2-5 Kingsley Street, Third Avenue and Fourth Avenue to the Mayor and Council.
3. Citywide Branding and Wayfinding Project
Director of Transportation and Assistant City Manager, Michael Manzella provided updates to Citywide Branding and Wayfinding Project.

MATTERS FROM CITY COUNCIL

Council member Chapman stated, I wanted to remind people that we have COVID testing at the Asbury Park transportation center. You do not have to have symptoms, you just show up. Our next COVID testing is on December 10th from 4:00PM to 7:00PM, and December 21st from 9:00AM to 2:00PM. Due to a grant from NJ Health Initiative, we have free transportation for residents to medical appointments and grocery shopping. In order to make an appointment for a ride, you should call 201-939-4242.

Council member Clayton stated, this year because of COVID we had to cancel so many of our activities including Kwanzaa. So, this year instead we will have a socially safe Kwanzaa. If the city would like to join us remotely on December 20th at 6:00PM, it will be held on YouTube. There will be a link that will be available December 17th and we are asking the community to come together and we're going to celebrate family, community, and culture on December 20th. Thank you.

Council member Kendle stated, we are coming to the end of the leaves removal, DPW is going around picking up the leaves. I have talked to a number of them and they are telling me that a lot of people are putting tree limbs inside with the leaves and they are tearing up the trucks. A lot of people are complaining that the trucks are not coming by, but you have to do your part. I will talk to the city manager about sending another letter to the residents of Asbury that you cannot put tree limbs and tree sticks inside your leaves because it is delaying the pickup.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I like to thank Dianna Harris from Neptune who the President of MURC. She shared with me this morning that the Ocean Health Initiative Inc. is doing free COVID-19 tests and free flu shots Friday December 11th from 10:00PM to 3:00PM at Liberty Fire Company #1, 1518 Monroe Avenue in Neptune. When she shared this with me I asked if this was just for Neptune and she said no, this is for everyone in Monmouth County. So again, I appreciate Neptune working

together with us as much as we work together with everyone else. Yes, our numbers with COVID are going up every day and we are not unique, I see other towns with less population than ours where the numbers are 200 more. I am not happy with the numbers. The only thing that seems to be working are wearing the masks. Please wear your masks. It will probably get worse before it gets better. At least we can see the light at the end of the tunnel with the vaccine given In Europe and very soon in the States. Until then please everyone listen and do the right thing, and please wear your mask at all times.

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.

MUNICIPAL CLERK'S STATEMENT REGARDING INITIATIVE PETITION- RENT STABILIZATION

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: Ernest Mignoli, Sylvie St. Pierre, Peter Seigel, Felicia Simmons, Kerry Butch, Michael Kushner, Pam Lamberton, Derek Minno-Bloom, Linda Philips, and Sylvia Sylvia.

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

MINUTES

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

1. Municipal Council-Executive Meeting Nov. 24, 2020 4:00 PM
2. Municipal Council - Regular Meeting - Nov 24, 2020 6:00 PM

INDIVIDUAL RESOLUTIONS

2020-346 Resolution Approving Payment of Bills

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

2020-347 Resolution Entering into an Agreement with Monmouth County to Administer the City's Community Block Grant Program

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

2020-348 Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant

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

2020-349 Resolution Authorizing the Purchase of Equipment Needed for the APTV Station

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

2020-350 Emergency Contract for the Disinfecting of Municipal Buildings following CDC Guidelines

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

2020-351 Resolution Approving an Interlocal Services Agreement Between the Borough of Rumson and the City of Asbury Park Fire Department

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

2020-352 Resolution to Cancel Portion of PILOT Billing Block 103 Lot 2 (100 Drury Lane)

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

2020-353 Resolution Authorizing the Disposition of Surplus Property

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

ORDINANCES

Introduction

2020-28 Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Amending Ordinance No. 2018-21, Relating to The Implementation and Collection Of "Development Fees" (As Codified in Chapter 2, Section 88 of the Asbury Park City Code).

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/22/2020 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-29 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/22/2020 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:50 PM

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

Meeting was adjourned at 7:50PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk