



Agenda
Meeting of the Municipal Council
Wednesday, February 13, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Review of Agenda Items for February 13, 2019 Regular Meeting
- C. Matters from City Council
- D. Matters from City Manager
- E. Matters from City Attorney
- F. Items to be presented by Asbury Partners, LLC:
 - 1. Asbury Park Beach Club Project
- G. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, February 13, 2019
REGULAR MEETING 7:00 PM

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

2019-72 Resolution Authorizing a meeting which excludes the public

A. Acquisition of Real Property

1. Property Known as Bradley Cove

B. Litigation

1. 545 Lake Urban Renewal, LLC v. City of Asbury Park, et al.
2. Robert McKeon v. City of Asbury Park, et al.

C. Contract Negotiations

1. 2019 Professional Services Contract

D. Attorney-Client Privilege

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

III. Regular Meeting - 7:00 p.m.

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. 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 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

G. Minutes

- Executive Session Minutes of Jan 23, 2019 4:00 PM
- Municipal Council - Work Session - Jan 23, 2019 6:00 PM
- Municipal Council - Regular Meeting - Jan 23, 2019 7:00 PM

H. Consent Agenda Resolutions

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

- 2019-73 Resolution Authorizing Cancellation of Municipal Tax Sale Certificates Due to Erroneous Name of Lien Holder
- 2019-74 Resolution Establishing Policies and Procedure for the Payment of Claims, Claimant's Signature for Payment Pursuant to N.J.S.A. 40a:5-16, N.J.A.C. 5:30-9a.6 And N.J.A.C. 5:31-4.1
- 2019-75 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1213 Washington Ave.)
- 2019-76 Appointment to the Recreation Advisory Committee
- 2019-77 Resolution Authorizing Appointments to the "Sunset Lake Commission"
- 2019-78 Appointing Members to the Planning Board (Class III and IV)
- 2019-79 Appointing Members to the Zoning Board of Adjustment

I. Individual Resolutions

- 2019-80 Resolution Amending Temporary Budget Appropriations for 2019 Budget
- 2019-81 Resolution Approving Payment of Bills
- 2019-82 Resolution Amending the PBA contract
- 2019-83 A Resolution Authorizing Entering into an Agreement with the Township of Neptune regarding Wesley Lake
- 2019-84 Resolution Approving Change Order #1 for Bridge and Heck Street Improvements
- 2019-85 Authorizing a Professional Services Contract to T&M Associates to Conduct Remedial Investigation (RI) Services at the Fire House
- 2019-86 Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant
- 2019-87 Resolution Authorizing the Purchase of a Kubota and Refuse Dump Box for the Beach Department

J. Ordinances

1. Introduction

- 2019-4 Ordinance of the City of Asbury Park Supplementing Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles
- 2019-5 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
- 2019-6 Bond Ordinance Providing for Various Beach Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”); Appropriating \$15,000,000 Therefor and Authorizing the Issuance of \$15,000,000 Bonds or Notes of the City to Finance Part of the Costs Thereof
- 2019-7 Bond Ordinance Providing for Parking Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$440,000 Therefor and Authorizing the Issuance of \$440,000 in Bonds or Notes to Finance the Cost Thereof
- 2019-8 Bond Ordinance Providing for Acquisition and Installation of Security Cameras for the Beach Area, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (The “City”); Appropriating \$200,000 Therefor and Authorizing the Issuance of \$200,000 Bonds or Notes of the City to Finance Part of the Costs Thereof
- 2019-9 Bond Ordinance Providing for Various 2019 Capital Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$2,000,000 Therefor and Authorizing the Issuance of \$1,904,759 Bonds or Notes of the City to Finance Part of the Cost Thereof
- 2019-10 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

2. Second Reading/Public Hearing

- 2019-2 An Ordinance Amending and Supplementing Articles and Sections of Chapter Thirteen Abandoned and Vacant Properties
- 2019-3 Ordinance of the Mayor and City Council of the City of Asbury Park Authorizing the Sale of Certain Real Property Which Is No Longer Needed For Public Use (Block 903, Lot 1.01 - 1322 Springwood Avenue)

K. Adjournment

**RESOLUTION NO. 2019-72****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 February 13, 2019 at 7:00 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. Acquisition of Real Property:

1. Property Known as Bradley Cove

B. Litigation:

1. 545 Lake Urban Renewal, LLC v. City of Asbury Park, et al
2. Robert McKeon v. City of Asbury Park, et al.

C. Contract Negotiations:

1. 2019 Professional Services Contract

D. 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.

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, January 23, 2019
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco stated that there were no prior matters.

Special Event Applications

Leesha Floyd reviewed the special event applications on this evening's agenda.

Items to be presented by Aina Holm Scheller, Program Manager, Community Affairs and Resource Center (CARC):

1. The Lead Safe Home Remediation Pilot Program

Aina Holm Scheller, Program Manager for Community Affairs and Resource Center made a presentation to the City Council regarding the Lead Safe Home Remediation Pilot Program.

Matters from City Manager

1. Concession - Beach Volley Ball

City Manager Capabianco discussed with Council that there is some interested in concession for volleyball.

Review of Agenda Items for January 23, 2019 Regular Meeting

City Manager Capabianco reviewed this evening's agenda with the City Council.

Matters from City Council

Council Member Chapman stated that the Asbury Park Little League has open registration every Saturday from 12 noon to 2 p.m at the municipal buildings lobby. Registration is free for children from ages 5 to 15 years old.

Council Member Clayton stated that starting in February the new pay by play public parking will comment. For additional information please visit the City's website. On May 4 there is a city-wide event entitled Asbury Park Live, which is looking for sponsors. Anyone interested, please register by February 15.

Council Member Kendle recongized a crossing guard who attending a basketball event to help cross the attendees on her day off. He announced the Recreation Department dance that will be held at the Senior Center free of change on February 1.

Matters from City Attorney

City Attorney Raffetto had not matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jan 23, 2019 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, January 23, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-58 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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Deputy Mayor Quinn 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, Katherine Murphy.

Motion made by Council Member Clayton and seconded by Council Member Chapman to close the meeting to the public. All were in favor.

MINUTES

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

1. Executive Minutes of Jan 9, 2019 4:00 PM

2. Municipal Council - Work Session - Jan 9, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Jan 9, 2019 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2019-59 Resolution Approving Special Event Applications
- 2019-60 Resolution to waive interest due to error on PILOT adjustment billing for Block 4202 Lot 2.18 C2204 1501 Ocean Ave, Unit 2204
- 2019-61 Resolution Authorizing the Submission and Acceptance of Grant Applications for the 2019 COPS-IN-SHOPS College Fall Initiative and Summer Shore Initiative
- 2019-62 Appointment to the Business Advisory Committee
- 2019-63 Rejecting Bids for 2019 Printing Services

INDIVIDUAL RESOLUTIONS

- 2019-64 Resolution Amending Temporary Budget Appropriations for 2019 Budget

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

- 2019-65 Resolution Approving Payment of Bills

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

- 2019-66 Resolution Awarding a Professional Service Contract for Appraisal Services and Valuation to the Otteau Group

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

- 2019-67 Resolution Approving Waiving Fees as Per the Abandoned and Vacant Property Code

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

2019-68 Resolution Authorizing Change Order #5 for Springwood Avenue Park professional services

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

2019-69 Authorizing a Contract for an Extended Warranty for the Parking Pay Stations

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

2019-70 Authorizing Appointments to the Public Art Commission

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

2019-71 A Resolution of the Mayor and Council of the City of Asbury Park, Acting as the Waterfront Redevelopment Entity, Authorizing the Issuance of Certificate of Completion to 210 5th Ave. Venture Urban Renewal, LLC

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

ORDINANCES

Introduction

2019-2 An Ordinance Amending and Supplementing Articles and Sections of Chapter Thirteen Abandoned and Vacant Properties

Public hearing is scheduled for February 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/13/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-3 Ordinance of the Mayor and City Council of the City of Asbury Park Authorizing the Sale of Certain Real Property Which Is No Longer Needed For Public Use (Block 903, Lot 1.01 - 1322 Springwood Avenue)

Public hearing is scheduled for February 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/13/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2019-1 An Ordinance Amending and Supplementing Section 4-15, Entitled “Street Performers,” of Chapter IV, “General Ordinances,” of the “Code of the City of Asbury Park, New Jersey.”

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open Ordinance 2019-1 to the public. All were in favor.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close Ordinance 2019-1 to the public. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jan 23, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-73

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

RESOLUTION AUTHORIZING CANCELLATION OF MUNICIPAL TAX SALE CERTIFICATES DUE TO ERRONEOUS NAME OF LIEN HOLDER

WHEREAS, Certificates of Sale were erroneously issued to LB - Honey Badger for delinquent taxes and sewer charges on parcels listed below at a Tax Sale held on December 20, 2018

<u>TSC#</u>	<u>Block</u>	<u>Lot</u>	<u>Address</u>
18-00011	403	2	906 First Avenue
18-00130	2104	25	1319 Fourth Avenue
18-00178	3504	9	1207 Heck Street ; and

WHEREAS, on December 20, 2018, form W-9 provided by Realauction (Electronic Tax Sale Vendor) noted the Lien Holder's name and mailing address as LB - Honey Badger, SB Municipal LLC, PO Box 37531, Baltimore, MD 21297-7531, which were printed on the Certificates of Sale; and

WHEREAS, by the way of evidence via an updated W-9 form provided by Loretta Wise, Consultant for LB - Honey Badger, LLC on January 24, 2019, the aforementioned Certificates of Sale should have been issued in the name of LB - Honey Badger, LLC, SB Muni Cust % LB - Honey Badger; and

WHEREAS, the aforementioned original Certificates of Sale should be voided, reissued in the correct name of SB Muni Cust % LB - Honey Badger and mailed via certified mail to the Lien Holder at P.O. Box 31191, Tampa, FL 33631-3191; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to void and reissue the following Certificates of Sale In the name of SB Muni Cust % LB - Honey Badger and mailed via certified mail to the Lien Holder:

<u>TSC#</u>	<u>Block</u>	<u>Lot</u>	<u>Address</u>
18-00011	403	2	906 First Avenue
18-00130	2104	25	1319 Fourth Avenue
18-00178	3504	9	1207 Heck Street

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-73 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 15th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-74

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

RESOLUTION ESTABLISHING POLICIES AND PROCEDURE FOR THE PAYMENT OF CLAIMS, CLAIMANT'S SIGNATURE FOR PAYMENT PURSUANT TO N.J.S.A. 40A:5-16, N.J.A.C. 5:30-9A.6 AND N.J.A.C. 5:31-4.1

WHEREAS, N.J.S.A. 40A:5-16 requires that governing body of any local unit shall not pay out of its monies unless:

- (a) The person claiming or receiving payment first presents a detailed bill of items or demands, specifying how the bill or demand is made up (the Invoice), with the certification of the party claiming payment that the bill or demand is correct (the Claimant Certification).
- (b) The Payment carries a written or electronic certification of some officer or duly designated employee of the local unit having knowledge of the facts that the goods have been received by, or the services rendered to, the local unit (certification receiving report of the user department).

WHEREAS, N.J.A.C. 5:30-9.6 and N.J.A.C. 5:31-4.1 gives local units discretion to not require claimant certification by enacting a standard policy by resolution for vendors or claimants who do not provide such certification as part of its normal course of business and for transactions where a local unit makes payment through standard EFT technologies; and

WHEREAS, in instituting such a policy, the local unit shall have the discretion to require a claimant certification as it deems necessary and appropriate as long as the policy is applied in a non-arbitrary fashion and affirmatively communicated to vendors; and

WHEREAS, generally some vendors do NOT provide such certifications as part of the normal course of business which has created unnecessary confusion and delay in processing claims for payment; and

WHEREAS, the Claimant Certification cannot be waived for the advance or reimbursement of employee expenses or for services provided exclusively and entirely by an individual (e.g. sole proprietors); and

WHEREAS, the Chief Financial Officer has communicated internal accounting controls as follows and has determined same to be sufficient to avoid errors and fraud in the processing of claims for payment:

- 1) In addition to contract items approved by resolution of the City Council, all procurement transactions must originate by way of a requisition in the City's Finance System. Requisitions will not be processed without an approval of the Department Head, a designee approved by the Department Head or CFO.
- 2) Claims for payments are submitted to Accounts Payable by each department. Invoices are reviewed to verify that work was performed as authorized and that prices are consistent with original proposals.
- 3) Invoices attached to the Purchase Order (Receiving Report) are submitted to Accounts Payable for payment. A responsible person with direct knowledge that the work was performed or goods received signs the Purchase Order (Receiving Report) to authorize payment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, Monmouth County, New Jersey, that the internal accounting controls presented above by the CFO are adopted as City Policy for Payment of Claims; and,

NOW, THEREFORE BE IT FURTHER RESOLVED, pursuant to N.J.A.C 5:30-9A.6 and N.J.A.C. 5:31-4.1 the City exercises its discretion to not require claimant certifications for purchase orders totaling \$1,000.00 or less, except for reimbursement of employee expenses or for services provided exclusively and entirely by an individual; and

BE IT FURTHER RESOLVED, that this resolution is effective upon its adoption for all claims paid subsequent to February 13, 2019 and a copy of this Resolution be provided to the CFO, Director of Purchasing and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-74 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-75

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

RESOLUTION APPROVING AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (1213 WASHINGTON AVE.)

WHEREAS, request for estimates for Regional Contribution Agreement (“RCA”) project located at 1213 Washington Avenue were received by the City Clerk on January 18, 2019; and

WHEREAS, the results of those estimates are as follows:

CONTRACTOR	ESTIMATE
A&M Contracting	\$17,975
WLP Construction, LLC	\$18,792
Taylor Brother Contracting	\$20,925
Anpe Corp.	\$21,510
Wildman Home Improvement	\$28,750
Staff Estimate	\$19,894

WHEREAS, A & M Contracting, WLP Construction, Taylor Brothers Contracting and Wildman Home Improvement failed to submit the work write-up and bid package according to direction and are therefore disqualified.

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

1. The contract for the RCA project located at 1213 Washington Avenue be awarded to Anpe Corp. for an amount not to exceed \$21,510, in accordance with the selection of the property owner Pauline Matthews, subject of Certification of Funds from the Finance Officer. Available sufficient uncommitted appropriations in Account T-38-56-850-850-802. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NO. 2019-75 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-76

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

APPOINTMENT TO THE RECREATION ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Recreation Advisory Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding recreation issues for the youth of the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2019 through December 31, 2019; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

follows:

1. A "Recreation Advisory Committee" (the "Committee") is hereby established in and for the City, in accordance with the terms and conditions referenced above.

2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Sylvia Sylvia	December 31, 2019
Vishal (Vic) Sood	December 31, 2019

3. A certified copy of this Resolution shall be provided to Michael N. Capabianco, City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-76 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-77

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE “SUNSET LAKE COMMISSION”

WHEREAS, pursuant to Section 2-47 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Sunset Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Sunset Lake Commission:

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

1. That the following individuals are hereby appointed to serve on the Commission:

Chester Boles, Regular Member
Christopher Avallone, Alternate 2

Term Expire: 12/31/2020
Term Expire: 12/31/2019

2. That a certified copy of this Resolution shall be provided to all appointed members and Michael N. Capabianco, City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-77 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-78

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

APPOINTING MEMBERS TO THE PLANNING BOARD (CLASS III AND IV)

WHEREAS, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of seven (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

WHEREAS, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

WHEREAS, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members).

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

1. That, effective as of February 13, 2019, the following citizen(s) of the City of Asbury Park is/are hereby appointed as **Class IV** member(s) of the Planning Board:
 - **Jennifer Souder**- Term to expire on **December 31, 2022**
 - **Jim Henry** - Unexpired term of **December 31, 2020**
2. That a certified copy of this Resolution shall be provided to each appointed member, Planning Board Secretary and Michael N. Capabianco, City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-78 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-79

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

APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, pursuant to N.J.S.A. 40:55D-69, et seq., and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

WHEREAS, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

WHEREAS, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

WHEREAS, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years.

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

1. Effective as of February 13, 2019, the following resident(s) of the City of Asbury Park is/are hereby appointed as **regular member(s)** of the Zoning Board of Adjustment:
 - **Stephanie Hunnell** - Term to expire on **December 31, 2022**
2. A certified copy of this Resolution shall be provided to each of the following:
 - a. Each Appointee referenced above.
 - b. Zoning Board of Adjustment Secretary.
 - c. Michael N. Capabianco, City Manager.

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

NO. 2019-79 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-80

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2019 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2019 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2019 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	<u>From</u>	<u>To</u>
Current Fund:		
Roots for Rivers Reforestation Grant	\$0.00	\$3,000.20
Waterfront Redevelopment Police Contribution	0.00	75,000.00
Hazardous Discharge Remediation Grant	0.00	67,500.00
Body Armor Grant	0.00	8,689.88
School REsource Officers APBOE	0.00	311,667.00

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-80 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-81

**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 \$2,574,347.23

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	\$ 953,677.91
COUNTY TAXES	1,152,184.43
STATE HEALTH BENEFITS	<u>468,484.89</u>
 TOTAL VOUCHERS	 \$ <u>2,574,347.23</u>

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-81 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

February 7, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

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Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: I
Format: Condensed Held: Y Aprv: N Rcvd: I
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: I
Rcvd Batch Id Range: First to Last Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

8-01-20-100-000-201	ADMINISTRATION General Plant					
CRAPRI	CRAFTMASTER PRINTING, INC.	18-03747	Calendar Printing	9,280.00	0.00	
1501OCE	1501 Ocean Av. Condo Assoc. Inc	19-00023	4th Quarter Trash Bills	2,430.00	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	19-00024	1st & 2nd Q Condo Fees	1,909.57	0.00	
MONCOU9	MONMOUTH COUNCIL NO.9 CIVIL	19-00028	2018 Condo Association Fees	54,692.24	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-00328	ACCT #113125 DEC & JAN WATER	42.95	0.00	
				<u>68,354.76</u>		

8-01-20-100-000-202	ADMINISTRATION Office Supplies					
STAPLE	STAPLES BUSINESS ADVANTAGE	18-04083	office supplies	44.90	0.00	
	Extd Total: ADMINISTRATION			68,399.66		
	Department Total: ADMINISTRATION			68,399.66		

Department: HUMAN RESOURCES
Extd: HUMAN RESOURCES

8-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	19-00377	services for December 2018	6,000.00	0.00	
	Extd Total: HUMAN RESOURCES			6,000.00		
	Department Total: HUMAN RESOURCES			6,000.00		

Department: MUNICIPAL CLERK
Extd: MUNICIPAL CLERK

8-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-04012	WB Mason Office Supplies	191.55	0.00	
	Extd Total: MUNICIPAL CLERK			191.55		
	Department Total: MUNICIPAL CLERK			191.55		

Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

8-01-20-130-000-201	FINANCE General Plant					
MONCOU9	MONMOUTH COUNCIL NO.9 CIVIL	19-00028	2018 Condo Association Fees	10,000.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-00262	ACCOUNT #014764 DEC & JAN	56.94	0.00	
				<u>10,056.94</u>		

8-01-20-130-000-202	FINANCE Office Supplies					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	19-00021	December 2018 Fees	3,857.68	0.00	

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-130-000-202 ACAFGI	FINANCE Office Supplies ACACIA FINANCIAL GROUP, INC.	19-00022	Continued FAS Waiver of Downpayment	3,523.75 7,381.43	0.00	
8-01-20-130-000-212 GFOA	FINANCE Dues,Subscript. G.F.O.A. OF NJ	19-00209	2019 Dues Invoice 300002596	90.00	0.00	
Extd Total: FINANCIAL ADMINISTRATION				17,528.37		
Department Total: FINANCIAL ADMINISTRATION				17,528.37		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
8-01-20-140-000-218 SHIINT	COMPUTERIZED DATA PROC. Contract Service SHI INTERNATIONAL CORP	18-04097	Quote#16450776	1,911.81	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				1,911.81		
Department Total: COMPUTERIZED DATA PROCESSING				1,911.81		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
8-01-20-145-000-209 ROKIND	TAX REV ADMIN Fees R.O.K. INDUSTRIES, INC.	19-00097	2018 Electronic Tax Sale	12,030.00	0.00	
Extd Total: TAX REVENUE ADMINISTRATION				12,030.00		
Department Total: TAX REVENUE ADMINISTRATION				12,030.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
8-01-20-150-000-209 HARHAU	TAX ASSESSOR Fees HARRY HAUSHALTER	19-00182	Haushalter Dec 2018	1,045.00	0.00	
Extd Total: TAX ASSESSOR				1,045.00		
Department Total: TAX ASSESSOR				1,045.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
8-01-20-151-000-299 SHIINT	DIRECTOR OF COMMUNICATIONS - Misc Exp SHI INTERNATIONAL CORP	18-03992	Q#16363415 ADOBE RENEWAL	947.39	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				947.39		
Department Total: DIRECTOR OF COMMUNICATIONS				947.39		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
8-01-20-155-000-209 MCMSCO	LEGAL SERVICES Fees MCMANIMON, SCOTLAND&BAUMANN, LLC	19-00104	SERVICES RENDERED THRU NOV-18	12,180.64	0.00	

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-155-000-209	LEGAL SERVICES Fees		Continued			
VENMIE VENTURA, MIESOWITZ, KEOUGH &	19-00144 Maziartz 2018 invoices			960.00	0.00	
				13,140.64		
	Extd Total: LEGAL SERVICES			13,140.64		
	Department Total: LEGAL SERVICES			13,140.64		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
8-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
SHIINT SHI INTERNATIONAL CORP	18-03992 Q#16363415 ADOBE RENEWAL			947.39	0.00	
TELCOR TELVUE CORPORATION	18-04073 Telcast Encoder, Etc			13,055.00	0.00	
				14,002.39		
	Extd Total: CABLE TV ADVISORY COMMITTEE			14,002.39		
	Department Total: CABLE TV ADVISORY COMMITTEE			14,002.39		
	CAFR Total:			135,196.81		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
8-01-21-180-000-201	PLANNING BOARD General Plant					
SHIINT SHI INTERNATIONAL CORP	18-03992 Q#16363415 ADOBE RENEWAL			947.39	0.00	
JACSER JACK A. SERPICO	19-00207 BULK PB/ZB INVOICES 06-11/2018			2,150.00	0.00	
JACSER JACK A. SERPICO	19-00208 Bulk PB/ZB Invoices for12/2018			512.50	0.00	
				3,609.89		
	Extd Total: PLANNING BOARD			3,609.89		
	Department Total: PLANNING BOARD			3,609.89		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
8-01-21-185-000-209	ZONING BOARD Fees					
JACSER JACK A. SERPICO	19-00207 BULK PB/ZB INVOICES 06-11/2018			1,062.50	0.00	
JACSER JACK A. SERPICO	19-00208 Bulk PB/ZB Invoices for12/2018			625.00	0.00	
				1,687.50		
	Extd Total: ZONING BOARD OF ADJUSTMENT			1,687.50		
	Department Total: ZONING BOARD OF ADJUSTMENT			1,687.50		
	CAFR Total:			5,297.39		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
NATPAR NATIONAL PARTS SUPPLY, INC.	18-01992 Durango Ignition lock cylinder			51.38	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			51.38		
	Department Total: CONSTRUCTION CODE OFFICIAL			51.38		
	CAFR Total:			51.38		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: UNEMPLOYMENT INSURANCE						
Extd: UNEMPLOYMENT INSURANCE						
8-01-23-225-000-209	UNEMPLOYMENT INSURANCE Fees					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	19-00359	4TH Q-2018 UNEMPLOYMENT CHARGE	15,755.52	0.00	
	Extd Total: UNEMPLOYMENT INSURANCE			15,755.52		
	Department Total: UNEMPLOYMENT INSURANCE			15,755.52		
	CAFR Total:			15,755.52		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
WIRCOM	WIRELESS COMMUNICATIONS &	18-03052	Q072318 TABLETS & ACCESSORIES	2,250.00	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	18-03505	#Q102618 Arbitrator Body Worn	5,206.50	0.00	
THEHAR	THE HARDWARE STORE	19-00066	(2) Double Cut Keys	6.76	0.00	
MERHEA	MERIDIAN HEALTH SYSTEM	19-00070	Physical Exam Islam Joshua	290.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-00166	(16) Bottles Water(2) Delivery	149.82	0.00	
				7,903.08		
8-01-25-240-000-202	POLICE Office Supplies					
SHIINT	SHI INTERNATIONAL CORP	18-03786	#Notebook Battery	110.14	0.00	
8-01-25-240-000-203	POLICE Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02582	(1) 55 gal Drum wlf Head Sw20	420.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-03343	Blanket Auto Repairs	46.00	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-03641	Blanket Car Repairs	233.27	0.00	B
BENAUT	BENNETT'S AUTO RECOVERY, INC.	19-00067	(2) Tire Change	40.00	0.00	
RICAUT	RICH'S AUTO BODY	19-00071	Changed Flat Unit 8	20.00	0.00	
BENAUT	BENNETT'S AUTO RECOVERY, INC.	19-00167	Towed 2018 Ford Police Invest.	195.00	0.00	
				954.27		
8-01-25-240-000-218	POLICE Contract.Serv.					
XERCOR	XEROX CORPORATION	19-00060	INVOICE #095664740 DEC 2018	161.80	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-00075	#4352582 Contract #75079	592.30	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-00168	#844452 Contract #75080 Tech	48.01	0.00	
				802.11		
8-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	18-03885	Blanket Prisoner Meals Dec.	32.21	0.00	B
	Extd Total: POLICE DEPARTMENT			9,801.81		
	Department Total: POLICE DEPARTMENT			9,801.81		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
COUCLE	COUNTRY CLEAN, INC	18-02389	Blanket PO Not to exceed	256.52	0.00	B
ASBAUT	ASBURY AUTO TOPS, INC.	18-03607	Repair Truck 8389 seats	400.00	0.00	
MOTALL	MOTOROLA C/O ALLCOMM TECH.	18-03770	Ambulance Mobile Radios	1,788.80	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
VERALP V.E. RALPH & SON, INC.		18-03881	EMS Supplies	3,582.46	0.00	
				<u>6,027.78</u>		
8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NATPAR NATIONAL PARTS SUPPLY, INC.		18-03603	Quote for oil	523.00	0.00	
8-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
NATPAR NATIONAL PARTS SUPPLY, INC.		18-03744	Lockout Kit	152.00	0.00	
8-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE COUNTRY CLEAN, INC		18-03934	Blanket PO not to exceed	489.93	0.00	B
	Extd Total: FIRE DEPARTMENT			7,192.71		
	Department Total: FIRE DEPARTMENT			7,192.71		
	CAFR Total:			16,994.52		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-201	STREETS & ROAD General Plant					
UPTFAS UP-TITE FASTNERS INC.		18-00288	Various Supplies, Parts, etc	11.00	0.00	B
GRAING GRAINGER, INC.		19-00146	Hex Nut, Lock Washer, etc	144.49	0.00	
JOHGUI JOHN GUIRE CO.		19-00152	#43748 Spyker Spreader & Rake	1,236.71	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		19-00162	#132154 Hot Mixed Asphalt	108.20	0.00	
				<u>1,500.40</u>		
8-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHAR THE HARDWARE STORE		18-00141	Various Tools, Material, etc	146.43	0.00	B
JOHGUI JOHN GUIRE CO.		18-01317	Various Supplies, Tools, etc	152.95	0.00	B
LAWPRO LAWSON PRODUCTS, INC.		18-03615	Q#20700078 Connectors, etc	439.00	0.00	
LAWPRO LAWSON PRODUCTS, INC.		18-03693	#20700064 HYD Hoses and Lines	3,433.10	0.00	
NATPAR NATIONAL PARTS SUPPLY, INC.		18-03699	Automotive Parts, Tools, etc	191.41	0.00	B
SEAWEL SEABOARD WELDING SUPPLY, INC.		19-00206	#889829 Ace & Oxy Cylinders	83.25	0.00	
				<u>4,446.14</u>		
8-01-26-290-000-211	STREETS & ROAD Traffic					
CLABLO CLAYTON BLOCK CO., INC.		18-00223	Concrete, Material, Tools, etc	242.38	0.00	B
MONARCH MONARCH ELECTRIC COMPANY		18-04002	Quote #99214 MILBANK, etc	1,052.91	0.00	
				<u>1,295.29</u>		
8-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
GENINC GENSERVE, LLC		18-01748	Proposal No. AAAQ31341	475.00	0.00	B
	Extd Total: STREETS & ROADS MAINTENANCE			7,716.83		
	Department Total: STREETS & ROADS MAINTENANCE			7,716.83		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209	SOLID WASTE Fees					
DELDEM DELISA DEMOLITION, INC.		18-03420	Construction Debris/Bulk	1,051.88	0.00	B
ATLCOAS ATLANTIC COAST FIBERS, LLC		19-00136	Single Stream Recycling	6,465.10	0.00	

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM	DELISA DEMOLITION, INC.	19-00139	#150065 Construction Debris	920.93	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-00140	3152909 Tipping Fees - MCRC	22,918.75	0.00	
MICBEN	MICKEY BENOIT	19-00154	Brush & Wood Chips, delivered	2,835.60	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	19-00155	#AP12212018 Vac Leaves, del	154.00	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	19-00158	#48772 Reclamation Center	2,836.65	0.00	
ATLCOAS	ATLANTIC COAST FIBERS, LLC	19-00216	#107896 Single Stream Inbound	5,853.95	0.00	
				<u>43,036.86</u>		
	Extd Total: SOLID WASTE COLLECTION			43,036.86		
	Department Total: SOLID WASTE COLLECTION			43,036.86		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND General Plant					
TERPES	THE TERMINIX INTERNATIONAL CO	18-02239	Monthly General Pest Control	105.00	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	19-00116	#S111986754 Lampholder, Med	144.69	0.00	
ATLLOK	ATLANTIC LOCK & SAFE	19-00212	#23601 Store Room Lever, etc	182.95	0.00	
				<u>432.64</u>		
8-01-26-310-000-218	BUILDING & GND Contract.Serv.					
ATLLOK	ATLANTIC LOCK & SAFE	19-00131	Service Call, Labor & Material	695.50	0.00	
AUTBUI	AUTOMATED BUILDING CONTROLS,	19-00137	Labor/Service Call 11/20/18	130.00	0.00	
				<u>825.50</u>		
	Extd Total: BUILDINGS & GROUNDS			1,258.14		
	Department Total: BUILDINGS & GROUNDS			1,258.14		
	CAFR Total:			52,011.83		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
8-01-27-345-000-299	SOCIAL SERVICES Misc.					
WBMASON	W.B.MASON CO., INC.	18-03889	2019 Office Planners	51.05	0.00	
	Extd Total: SOCIAL SERVICES:			51.05		
	Department Total: SOCIAL SERVICES:			51.05		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-201	SENIOR CENTER General Plant					
ONECAL	ONE CALL NOW	18-03511	Renewal One Call Now	660.84	0.00	
8-01-27-350-000-203	SENIOR CENTER Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-03821	Brake Parts Dodge Caravan	315.64	0.00	
	Extd Total: SENIOR CENTER			976.48		
	Department Total: SENIOR CENTER			976.48		
	CAFR Total:			1,027.53		

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299 RECREATION Misc.						
WOOCOM	WOODBIDGE COMMUNITY CENTER	18-01959	summer camp activity	1,224.00	0.00	B
ATLLC	AT&T MOBILITY LLC	19-00410	#287286595693 12/12 - 1/11/19	54.67	0.00	
				<u>1,278.67</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			1,278.67		
	Department Total: RECREATION SERVICES & PROGRAM			1,278.67		
	CAFR Total:			1,278.67		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
NJNATU	N.J. NATURAL GAS CO.	19-00360	#07-3132-1100-1Y 12/13 - 1/15	10,904.24	0.00	
JCPL	JCPL	19-00361	#100 013 520 380 12/19 - 1/18	438.04	0.00	
JCPL	JCPL	19-00412	#100 015 433 426 11/22 - 1/24	1,792.34	0.00	
				<u>13,134.62</u>		
	Extd Total: LIGHT, HEAT & POWER			13,134.62		
Extd: STREET&TRAFFIC LIGHTING						
8-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	19-00361	#100 013 520 380 12/19 - 1/18	35,167.12	0.00	
JCPL	JCPL	19-00412	#100 015 433 426 11/22 - 1/24	6,085.51	0.00	
				<u>41,252.63</u>		
	Extd Total: STREET&TRAFFIC LIGHTING			41,252.63		
	Department Total: LIGHTING			54,387.25		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299 GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-00134	#13330288 Unleaded Fuel 12/20	5,979.41	0.00	
	Extd Total: GASOLINE			5,979.41		
	Department Total: GASOLINE			5,979.41		
	CAFR Total:			60,366.66		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
8-01-43-490-000-201 MUNIC COURT General Plant						
KEPSR	KEPWELL SPRING WATER	19-00256	cooler rental 12/31/2018	14.00	0.00	
8-01-43-490-000-202 MUNIC COURT Office Supplies						
GREFIN	GREATAMERICA FINANCIAL SVCS.	19-00435	INV #23829605 DECEMBER 2018	145.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-43-490-000-219 SCOBAS SCOTT J. BASEN	MUNIC COURT Judges Fees	19-00259	Judges Fee State vs. Mignoli	850.00	0.00	
8-01-43-490-000-245 BEACRA BEATRIZ C. CRANEY	MUNIC COURT Interpreter	18-04094	int 11/30/18,12/7,14,21	521.75	0.00	
Extd Total: MUNICIPAL COURT				1,530.75		
Department Total: MUNICIPAL COURT				1,530.75		
CAFR Total:				1,530.75		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
8-01-55-001-000-010 GARGAR GARY F. GARDNER	REFUND OF PERMIT,LICENSE FEES	19-00188	REIMBURSEMENT OF'18 PERMIT FEE	214.00	0.00	
Extd Total: TAXES PAYABLE:				214.00		
Department Total: TAXES PAYABLE:				214.00		
CAFR Total: CURRENT FUND NON BUDGET ACCTS:				214.00		
Fund Total: CURRENT				289,725.06		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
8-05-55-502-000-211 JCPL JCPL	BEACH UTILITY O/E: Light & Power	19-00361	#100 013 520 380 12/19 - 1/18	440.35	0.00	
Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:				440.35		
Department Total: BEACH UTILITY O/E: OTHER EXPENSES:				440.35		
8-05-55-503-000-302 NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLOY	BEACH UTILITY O/E: Unemployment	19-00359	4TH Q-2018 UNEMPLOYMENT CHARGE	9,342.73	0.00	
Extd Total:				9,342.73		
Department Total:				9,342.73		
CAFR Total:				9,783.08		
Fund Total: BEACH				9,783.08		
Fund: PARKING UTILITY: BUDGET:						
Department: PARKING UTILITY O/E: OTHER EXPENSES:						
Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
8-06-55-502-000-201 NATPAR NATIONAL PARTS SUPPLY, INC.	PARKING UTILITY O/E: General Plant	18-03479	55 Gal Drum Syntheic Blend Oil	420.00	0.00	
NETCAB Network Cabling, Inc. T/A		18-03964	Networking - Parking Office	2,629.94	0.00	
SHIINT SHI INTERNATIONAL CORP		18-03992	Q#16363415 ADOBE RENEWAL	1,894.78	0.00	
IPSGRO IPS GROUP, INC.		19-00164	#38815 Monthly DMS Dec 2018	6,642.00	0.00	
ATTMOB AT&T MOBILITY		19-00165	#287260245452 December 2018	232.44	0.00	

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8-06-55-502-000-201 ATTMOB AT&T MOBILITY	PARKING UTILITY O/E: General Plant	19-00469	Continued #287260245452 12/20 - 1/19/19	232.44 12,051.60	0.00	
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			12,051.60		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			12,051.60		
	CAFR Total:			12,051.60		
	Fund Total: PARKING UTILITY: BUDGET:			12,051.60		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201 GENINC GENSERVE, LLC MCMCAR MCMASTER-CARR SUPPLY CO.	SEWER UTILITY O/E: General Plant	18-00693 19-00153	Agreement No. AAAQ29318 #79774463 Various Washers, etc	1,410.00 1,687.26 3,097.26	0.00 0.00	B
8-07-55-502-000-211 NJNATU N.J. NATURAL GAS CO.	SEWER UTILITY O/E: Light & Power	19-00360	#07-3132-1100-1Y 12/13 - 1/15	7,644.47	0.00	
8-07-55-502-000-218 WATSPR WATCHUNG SPRING WATER CO.,INC. BURCONT BURKE CONTRACTING, LLC BURCONT BURKE CONTRACTING, LLC BURCONT BURKE CONTRACTING, LLC MUNMAI MUNICIPAL MAINTENANCE CO. GARDSTA GARDEN STATE LABORATORIES,INC. RAPPUM RAPID PUMP & METER SERVICE	SEWER UTILITY O/E: Contract Services	18-00365 18-02458 18-02459 18-03114 18-03707 19-00143 19-00157	Deer Park Spring Water, etc Q# P-214 Labor and Material Q# P-215 Labor and Material Proposal for Labor & Material Quote #41365Q Labor & Material Monthly Influent/Effluent, etc #RSRI57621 Service Call 12/18	43.12 3,750.00 3,750.00 3,750.00 1,640.00 4,885.00 698.25 18,516.37	0.00 0.00 0.00 0.00 0.00 0.00 0.00	B
8-07-55-502-000-224 PASVAL PASSAIC VALLEY SEWERAGE COM. ACCWAS ACCURATE WASTE REMOVAL	SEWER UTILITY O/E: Sludge Removal	19-00156 19-00170	#515824 Sludge Disposal Sludge Removal/Hauling-MTO	8,160.00 7,428.50 15,588.50	0.00 0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			44,846.60		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			44,846.60		
8-07-55-506-000-901 ASBLLC ASBURY PARTNERS, LLC	ASB.PARTNER-SEWER ASSESS.	19-00102	4TH QTR. 2018 ODOR CONTROL	3.54	0.00	
	Extd Total:			3.54		
	Department Total:			3.54		
	CAFR Total:			44,850.14		
	Fund Total: SEWER UTILITY: BUDGET:			44,850.14		
	Year Total:			356,409.88		

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Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
9-01-20-100-000-201	ADMINISTRATION General Plant					
NJMMA	NJ MUNIC.MANAGEMENT ASSOC.	19-00321	2019 Membership Renewal	250.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-00328	ACCT #113125 DEC & JAN WATER	59.70	0.00	
ATLLC	AT&T MOBILITY LLC	19-00411	#287284936037 12/12 - 1/11/19	44.66	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	410.11	0.00	
				<u>764.47</u>		
9-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	415.22	0.00	
9-01-20-100-000-217	ADMINISTRATION Ads&Promotion					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES MA	19-00268	ASSISTANT CITY MANAGER AD	115.00	0.00	
ASBPAK	ASBURY PARK PRESS	19-00434	ORDER#0003355002	122.80	0.00	
				<u>237.80</u>		
	Extd Total: ADMINISTRATION			1,417.49		
	Department Total: ADMINISTRATION			1,417.49		
Department: MAYOR & COUNCIL						
Extd: MAYOR & COUNCIL						
9-01-20-110-000-299	MAYOR & COUNCIL Misc.					
NJCONF	NJ CONFERENCE OF MAYOR'S	19-00243	INVOICE #2019406 2019 DUES	510.00	0.00	
	Extd Total: MAYOR & COUNCIL			510.00		
	Department Total: MAYOR & COUNCIL			510.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-201	MUNICIPAL CLERK General Plant					
LIFSTO	LIFE STORAGE #448	19-00035	SPACE #11133 2019 ANNUAL FEE	1,060.00	0.00	
9-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
CENJERS	CENTRAL JERSEY REGISTRARS'	19-00181	2019 Membership-Hartsgrrove-Dye	40.00	0.00	
REGASO	REGISTRARS ASSOC. OF NJ	19-00238	INVOICE#3705 & 3890	50.00	0.00	
				<u>90.00</u>		
9-01-20-120-000-216	MUNICIPAL CLERK Supplies-Compu.					
EDMASS	EDMUNDS & ASSOCIATES, INC.	19-00105	INV #19-00130 2019 SOFTWARE	945.00	0.00	
9-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	19-00173	Order #3334693	57.56	0.00	
THECOA	THE NEW COASTER, LLC	19-00174	Invoice #52670	85.60	0.00	
THECOA	THE NEW COASTER, LLC	19-00175	Invoice #52630	98.18	0.00	
				<u>241.34</u>		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-120-000-238 MUNINC Munidex Inc.	MUNICIPAL CLERK Contractual	19-00176	Munidex Software 2019	620.00	0.00	
	Extd Total: MUNICIPAL CLERK			2,956.34		
	Department Total: MUNICIPAL CLERK			2,956.34		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
LIFSTO LIFE STORAGE #448	19-00035	SPACE #11133	2019 ANNUAL FEE	1,060.00	0.00	
ASBPAK ASBURY PARK PRESS	19-00047	NTB - SODIUM HYPOCHLORITE		86.84	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019		389.62	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.	19-00262	ACCOUNT #014764 DEC & JAN		89.51	0.00	
ASBPAK ASBURY PARK PRESS	19-00304	RFQ 2019 PROFESSIONAL SERVICES		86.84	0.00	
ASBPAK ASBURY PARK PRESS	19-00324	RFQ 2019 PRINTING SERVICES		73.40	0.00	
JERMAIL JERSEY MAIL SYSTEMS, LLC	19-00358	#2019-060 RED INK FOR POSTAGE		199.95	0.00	
				1,986.16		
9-01-20-130-000-204	FINANCE Outside Services					
ACAFGI ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale		177.07	0.00	
9-01-20-130-000-209	FINANCE Fees					
EDMASS EDMUNDS & ASSOCIATES, INC.	19-00105	INV #19-00130	2019 SOFTWARE	5,198.00	0.00	
9-01-20-130-000-212	FINANCE Dues,Subscript.					
TCTAMEM TCTA MEMBER SERVICES	19-00171	2019 Membership		100.00	0.00	
MONTAX01 MONMOUTH/OCEAN TCTA	19-00172	2019 Membership		80.00	0.00	
TCTAMEM TCTA MEMBER SERVICES	19-00194	2019 MEMBERSHIP DUES FOR TRACY		100.00	0.00	
GOVPUR GOVERNMENTAL PURCHASING ASS'N	19-00196	2019 MEMBERSHIP DUES FOR TRACY		100.00	0.00	
CENJERS CENTRAL JERSEY REGISTRARS'	19-00197	2019 MEMBERSHIP DUES FOR TRACY		20.00	0.00	
GFOA G.F.O.A. OF NJ	19-00198	2019 MEMBERSHIP DUES FOR TRACY		90.00	0.00	
MONTAX01 MONMOUTH/OCEAN TCTA	19-00199	2019 MEMBERSHIP DUES FOR TRACY		80.00	0.00	
				570.00		
	Extd Total: FINANCIAL ADMINISTRATION			7,931.23		
	Department Total: FINANCIAL ADMINISTRATION			7,931.23		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
ROBBIA ROBERT BIANCHINI	19-00281	Cables for TVs		73.44	0.00	
NJGMIS NJGMIS TECHNOLOGY EDUCATIOIN	19-00357	2019 GMIS TEC Conference		50.00	0.00	
				123.44		
	Extd Total: COMPUTERIZED DATA PROCESSING			123.44		
	Department Total: COMPUTERIZED DATA PROCESSING			123.44		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
LIFSTO	LIFE STORAGE #448	19-00035	SPACE #11133 2019 ANNUAL FEE	1,060.00	0.00	
9-01-20-145-000-209	TAX REV ADMIN Fees					
EDMASS	EDMUNDS & ASSOCIATES, INC.	19-00105	INV #19-00130 2019 SOFTWARE	3,405.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	236.52	0.00	
				<u>3,641.52</u>		
9-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
MONTAX01	MONMOUTH/OCEAN TCTA	19-00183	2019 MOTCTA MEMBERSHIP	80.00	0.00	
TCTAMEM	TCTA MEMBER SERVICES	19-00184	2019 TCTANJ Membership - T.Y.	100.00	0.00	
MONTAX01	MONMOUTH/OCEAN TCTA	19-00192	2019 MEMBERSHIP	80.00	0.00	
TCTAMEM	TCTA MEMBER SERVICES	19-00193	2019 MEMBERSHIP	100.00	0.00	
				<u>360.00</u>		
	Extd Total: TAX REVENUE ADMINISTRATION			5,061.52		
	Department Total: TAX REVENUE ADMINISTRATION			5,061.52		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
EGOSTA	EGOV STRATEGIES, LLC	19-00252	Service 2/1-7/31/2019	2,250.00	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	42.21	0.00	
				<u>2,292.21</u>		
	Extd Total: DIRECTOR OF COMMUNICATIONS			2,292.21		
	Department Total: DIRECTOR OF COMMUNICATIONS			2,292.21		
	CAFR Total:			20,292.23		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
WBMASON	W.B.MASON CO., INC.	19-00011	INVOICE #162366158 SUPPLIES	248.01	0.00	
THECOA	THE NEW COASTER, LLC	19-00020	Art comm. ad coaster inv. 5262	26.39	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	200.97	0.00	
MITHUM	MITCHELL HUMPHREY & CO.	19-00205	INVOICE #2078016 2019 ANNUAL	1,963.34	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	136.41	0.00	
				<u>2,575.12</u>		
	Extd Total: Planning Department			2,575.12		
	Department Total: Planning Department			2,575.12		
	CAFR Total:			2,575.12		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-00010	ESTIMATE #10733 CODE FORMS	647.99	0.00	

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9-01-22-195-000-299	CODE ENFORCE Misc.		Continued			
EDMASS	EDMUNDS & ASSOCIATES, INC.	19-00105	INV #19-00130 2019 SOFTWARE	2,205.00	0.00	
MITHUM	MITCHELL HUMPHREY & CO.	19-00205	INVOICE #2078016 2019 ANNUAL	1,963.33	0.00	
HOSCOM	HOST COMPLIANCE, LLC	19-00242	Address Identification	4,950.00	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	431.78	0.00	
GINAT005	GINA TUMOLO	19-00471	REIMBURSEMENT	267.07	0.00	
				<u>10,465.17</u>		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			10,465.17		
	Department Total: CODE ENFORCEMENT AND ADMIN.			10,465.17		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	582.97	0.00	
MUNELE	MUNIC.ELECTRICAL INSPECT.ASSOC	19-00160	MEIA 2019 MEMBERSHIP DUES	120.00	0.00	
NJSTPL	NJ STATE PLUMBING INSP. ASSOC.	19-00161	NJPIA 2019 DUES	75.00	0.00	
MITHUM	MITCHELL HUMPHREY & CO.	19-00205	INVOICE #2078016 2019 ANNUAL	1,963.33	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	412.65	0.00	
				<u>3,153.95</u>		
	Extd Total: CONSTRUCTION CODE OFFICIAL			3,153.95		
	Department Total: CONSTRUCTION CODE OFFICIAL			3,153.95		
	CAFR Total:			13,619.12		
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
9-01-23-210-000-209	LIABILITY INSURANCE Fees					
OTTINS	OTTERSTEDT INS. AGENCY, INC.	19-00347	2019 UST Policy	1,350.00	0.00	
	Extd Total: LIABILITY INSURANCE			1,350.00		
	Department Total: LIABILITY INSURANCE			1,350.00		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
9-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	19-00263	HEALTH COVERAGE FEBRUARY 2019	468,484.89	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			468,484.89		
	Department Total: EMPLOYEE GROUP INSURANCE			468,484.89		
	CAFR Total:			469,834.89		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	202.52	0.00	
9-01-25-240-000-203	POLICE Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	19-00004	#Q000245510 CAR #58	2,646.99	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-240-000-203	POLICE Motor Vehicle		Continued			
NATPAR	NATIONAL PARTS SUPPLY, INC.	19-00179	#14-66522,14-66262,14-65339,	354.75	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	19-00180	#14-66519-2 Oil Filter	4.66	0.00	
RICAUT	RICH'S AUTO BODY	19-00190	Towed 2006 Acura for Evidence	20.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	19-00200	#14-63845 Repairs Car 11	25.48	0.00	
RICAUT	RICH'S AUTO BODY	19-00314	#10799,10801 Towed Car 18 & 21	40.00	0.00	
				3,091.88		
9-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	19-00073	Mobile Data Service Contract	1,220.00	0.00	
COMSPE	COMMUNICATIONS SPECIALISTS,INC	19-00076	#39286 Maintenance Contract	4,200.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	140.02	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00124	#3466070119 Contract #18726	515.72	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00169	INVOICE #3466031218 JAN 2019	515.72	0.00	
VERZON	VERIZON BUSINESS	19-00322	#150717354-0001-65 Current	1,776.60	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	105.14	0.00	
				8,473.20		
9-01-25-240-000-222	POLICE Training					
BORNEP	BOROUGH OF NEPTUNE CITY	19-00122	Participation in 2019 Active	1,000.00	0.00	
MONCOL	MON.CTY.POLICE CHIEF'S ASSN.	19-00123	2019 Monmouth County Rapid	500.00	0.00	
				1,500.00		
9-01-25-240-000-223	POLICE Undercover					
TERFEL	TERRANCE FELLEZ	19-00195	Undercover Narcotic Fund	350.00	0.00	
	Extd Total: POLICE DEPARTMENT			13,617.60		
	Department Total: POLICE DEPARTMENT			13,617.60		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
GRAING	GRAINGER, INC.	19-00005	INVOICE #9046571106 BATTERIES	50.40	0.00	
AIRGAS	AIR GAS TECHNOLOGIES, INC.	19-00062	Air & O2 Comp.s Service Contra	2,676.00	0.00	
WESPES	WESTERN PEST SERVICES	19-00223	Inv 49287638 monthly pest svc	99.00	0.00	
ATTLLC	AT&T MOBILITY LLC	19-00411	#287284936037 12/12 - 1/11/19	44.66	0.00	
				2,870.06		
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	19-00014	QUOTE #411409 AMBULANCE TIRES	484.82	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	19-00312	Inv 165318 Emer Repair	433.90	0.00	
				918.72		
9-01-25-265-000-214	FIRE DEPT. Building Maintenance					
NOLGAR	NOLZE GARAGE DOOR LLC	19-00038	Rescue Bay Door Repair	196.00	0.00	
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	75.44	0.00	
	Extd Total: FIRE DEPARTMENT			4,060.22		
	Department Total: FIRE DEPARTMENT			4,060.22		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
9-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	19-00261	JANUARY 2019 FEES	4,550.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: MUNICIPAL PROSECUTOR			4,550.00		
	CAFR Total:			22,227.82		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD General Plant					
CLABLO	CLAYTON BLOCK CO., INC.	19-00007	INVOICE #133540568 SUPPLIES	174.90	0.00	
THEHAR	THE HARDWARE STORE	19-00098	#1287104 Vinyl Adhesive, etc	38.03	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	211.19	0.00	
PECMAT	PECKHAM MATERIALS CORP.	19-00115	Winter Calcium Chloride	1,500.00	0.00	
ATLLOK	ATLANTIC LOCK & SAFE	19-00132	Various Tools, Parts & Service	100.00	0.00	B
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-00215	#132775 Hot Mixed Asphalt	512.55	0.00	
TRIUS	TRIUS, INC.	19-00218	DUPR3010-E 2" Pacer Pump	2,043.00	0.00	
MUNELE	MUNIC.ELECTRICAL INSPECT.ASSOC	19-00272	2019 Membership Application	60.00	0.00	
PUBWORK	PUBLIC WORKS CONFERENCE	19-00282	Registration - Wm. J. McClave	479.00	0.00	
PUBWORK	PUBLIC WORKS CONFERENCE	19-00384	Registration - R. Bianchini	479.00	0.00	
				5,597.67		
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	19-00018	QUOTE #411881 BACKHOE TIRES &	585.70	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	19-00056	Q#0178872 Various Fuel Filters	119.90	0.00	
HAREQU	HARTER EQUIPMENT, INC.	19-00064	Quote No. 97356 Pin and Tooth	102.48	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	19-00101	Front Screen, Rear Grid, etc	2,787.37	0.00	
JOHGUI	JOHN GUIRE CO.	19-00111	Western Handheld Remote #56462	1,695.00	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	19-00271	Repairs to Elgin Pelican NP	536.00	0.00	
				5,826.45		
9-01-26-290-000-211	STREETS & ROAD Traffic					
NEWIRON	NEWARK IRONBOUND ELECTRICAL	19-00006	INVOICE #410586 LIGHT BULBS	181.63	0.00	
9-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
WATEAS	WATERLOGIC EAST LLC	19-00057	#CNIN190630E Infnit Rental	40.27	0.00	
SECWOR	SECURITY WORLD INC.	19-00094	Securall Monitoring Services	228.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-00411	#287284936037 12/12 - 1/11/19	203.96	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	608.38	0.00	
				1,080.61		
9-01-26-290-000-269	STREETS & ROAD Deal Lake Commission					
DEALAK	DEAL LAKE COMMISSION	19-00027	2019 Assessment	11,000.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			23,686.36		
	Department Total: STREETS & ROADS MAINTENANCE			23,686.36		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	19-00087	#152998 Construction Debris	2,760.45	0.00	
RUBREC	RUBBERCYCLE LLC	19-00091	#76176 Tires, delivered 01/07	50.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-00151	#153215 Tipping Fees - MCRC	28,982.90	0.00	
				<u>31,793.35</u>		
9-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	19-00142	Monthly Service - January 2019	36,416.67	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-00222	#154324 Monthly Service	36,416.67	0.00	
				<u>72,833.34</u>		
	Extd Total: SOLID WASTE COLLECTION			104,626.69		
	Department Total: SOLID WASTE COLLECTION			104,626.69		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND General Plant					
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	19-00009	QUOTE #153230 SHEETROCK &	194.23	0.00	
BELPAI	BELMAR DISCOUNT PAINT	19-00054	Ultra Spec 500 Eggshell white	26.69	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	19-00058	#s112184503 Bushing, etc 01/02	100.09	0.00	
KEMFLA	KEMPTON FLAG LLC	19-00089	Q#5387 USA and POW/MIA Flags	539.00	0.00	
GRAING	GRAINGER, INC.	19-00090	Various Pleated Filters	338.04	0.00	
THEHAR	THE HARDWARE STORE	19-00217	#1288921 Grain Scoop #12 1/16	156.95	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	19-00220	#s112184503.002 Adaptor, etc	4.80	0.00	
				<u>1,359.80</u>		
9-01-26-310-000-218	BUILDING & GND Contract.Serv.					
SCHELE	SCHINDLER ELEVATOR CORP.	19-00053	#8104968435 Quarterly Billing	349.38	0.00	
FOXFO	FOX FLOORS	19-00063	Quote: Furnish and Install	589.68	0.00	
DOOJOC	DOOR JOCKEY, INC.	19-00117	Automatic Swing Door Operator	2,095.65	0.00	
				<u>3,034.71</u>		
	Extd Total: BUILDINGS & GROUNDS			4,394.51		
	Department Total: BUILDINGS & GROUNDS			4,394.51		
	CAFR Total:			132,707.56		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES General Plant					
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	186.50	0.00	
	Extd Total: SOCIAL SERVICES:			186.50		
	Department Total: SOCIAL SERVICES:			186.50		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER General Plant					
WBMASON	W.B.MASON CO., INC.	19-00251	Poland Spring Water 5gl Jugs	77.22	0.00	
OPTIMUM	OPTIMUM	19-00284	January CableService 1/15-2/14	7.29	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	144.18	0.00	
				<u>228.69</u>		
	Extd Total: SENIOR CENTER			228.69		
	Department Total: SENIOR CENTER			228.69		
	CAFR Total:			415.19		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
USABOX	USA BOXING	19-00264	2019 membership	370.00	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	38.01	0.00	
				<u>408.01</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			408.01		
	Department Total: RECREATION SERVICES & PROGRAM			408.01		
	CAFR Total:			408.01		
Department: TELEPHONE						
Extd: TELEPHONE						
9-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	19-00437	INVOICE#290296-M FEBRUARY 2019	4,183.48	0.00	
	Extd Total: TELEPHONE			4,183.48		
	Department Total: TELEPHONE			4,183.48		
Department: GASOLINE						
Extd: GASOLINE						
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-00061	#13365205 Diesel Fuel 01/04	5,258.80	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-00135	Unleaded and Diesel Fuel	5,247.36	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-00149	#13392681 Diesel Fuel 01/08	189.04	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-00248	#13420775 Diesel Fuel 01/15	1,080.42	0.00	
				<u>11,775.62</u>		
	Extd Total: GASOLINE			11,775.62		
	Department Total: GASOLINE			11,775.62		
	CAFR Total:			15,959.10		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	83.31	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-43-490-000-201	MUNIC COURT General Plant		Continued			
GREFIN GREATAMERICA FINANCIAL SVCS.	19-00255 mail machine		JANUARY 2019	145.00	0.00	
GREFIN GREATAMERICA FINANCIAL SVCS.	19-00465 INV# 24168695		FEBRUARY 2019	145.00	0.00	
				<u>373.31</u>		
9-01-43-490-000-202	MUNIC COURT Office Supplies					
MUNREC MUNICIPAL RECORD SERVICE	19-00002 TRAFFIC TICKETS			2,632.00	0.00	
9-01-43-490-000-219	MUNIC COURT Judges Fees					
SCOBAS SCOTT J. BASEN	19-00254 substitute judge			750.00	0.00	
9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	19-00253 inter 1/4/19,11,18			405.00	0.00	
9-01-43-490-000-246	MUNIC COURT Postage					
CMRSFP CMRS-FP	19-00464 postage			5,000.00	0.00	
	Extd Total: MUNICIPAL COURT			9,160.31		
	Department Total: MUNICIPAL COURT			9,160.31		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
9-01-43-495-000-021	Fees					
RONTRO RONALD J. TROPOLI	19-00260 JANUARY 2019 SERVICES			2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFENDER			2,500.00		
	CAFR Total:			11,660.31		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
9-01-55-001-000-002	County Taxes Payable					
COUMON COUNTY OF MONMOUTH	19-00099 1ST QTR-2019 COUNTY TAXES			1,123,617.36	0.00	
COUMON COUNTY OF MONMOUTH	19-00100 2017/2018 ADDED/OMITTED ASSESS			28,567.07	0.00	
				<u>1,152,184.43</u>		
	Extd Total: TAXES PAYABLE:			1,152,184.43		
	Department Total: TAXES PAYABLE:			1,152,184.43		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,152,184.43		
	Fund Total: CURRENT			1,841,883.78		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
OPTIMUM OPTIMUM	19-00213 Account No. 07866-197754-01-4			157.51	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	193.78	0.00	
				<u>351.29</u>		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			351.29		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			351.29		
	CAFR Total:			351.29		
	Fund Total: BEACH			351.29		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	135.31	0.00	
ENVSYS	ENVIRONMENTAL SYSTEMS RESEARCH	19-00118	#25874046 GIS License 2019	400.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-00119	#10735 Pay Station Decals PBP	240.00	0.00	
AMEPLA	AMERICAN PLANNING ASSOCIATION	19-00120	#280824 APA Membersh Dues 2019	185.00	0.00	
OPTIMUM	OPTIMUM	19-00320	#07866196915013 January 2019	117.54	0.00	
				<u>1,077.85</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			1,077.85		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			1,077.85		
	CAFR Total:			1,077.85		
	Fund Total: PARKING UTILITY: BUDGET:			1,077.85		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
WATENV	WATER ENVIRONMENT FEDERATION	19-00085	2019 Membership - ID# 01476526	107.00	0.00	
WATENV	WATER ENVIRONMENT FEDERATION	19-00086	2019 Membership - ID# 17832317	107.00	0.00	
GRAING	GRAINGER, INC.	19-00214	Multi-Function Timing Relay	777.56	0.00	
PILELE	PILOT ELECTRIC COMPANY, INC.	19-00288	New 1 HP Marathon Motor C1158	280.00	0.00	
VERIZON	VERIZON WIRELESS	19-00438	#485430396-00001 12/26-1/25	243.90	0.00	
				<u>1,515.46</u>		
9-07-55-502-000-203	SEWER UTILITY O/E: Motor Vehicle					
MAINTAI	MAINTAINCO, INC.	19-00163	Lamp Assy, Cover Sub Assy, etc	786.45	0.00	
9-07-55-502-000-209	SEWER UTILITY O/E: Fees					
EDMASS	EDMUNDS & ASSOCIATES, INC.	19-00105	INV #19-00130 2019 SOFTWARE	3,516.00	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ANSWER	ANSERCOMM COMMUNICATIONS	19-00049	#M4541-010719 Answering Svcs	150.02	0.00	
SECWOR	SECURITY WORLD INC.	19-00095	Securall Monitoring Services	1,140.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-00110	#16024:PMT. 39 OF 60 FEB 2019	75.00	0.00	
OPTIMUM	OPTIMUM	19-00246	Account No. 07866-152521-04-4	100.55	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-00278	#9164260 Cooler Cleaning Svc	123.09	0.00	
				<u>1,588.66</u>		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-07-55-502-000-220 AMEWAT AMERICAN WATER	SEWER UTILITY O/E: Accounting	19-00289	Usage data 4000160715 1/1/19	392.90	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			7,799.47		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			7,799.47		
	CAFR Total:			7,799.47		
	Fund Total: SEWER UTILITY: BUDGET:			7,799.47		
	Year Total:			1,851,112.39		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Boardwalk Reconstruction (Ord #3039)					
C-04-55-996-013-001 ACAFGI ACACIA FINANCIAL GROUP, INC.	Boardwalk Reconst-40A Costs (Ord #3039)	19-00031	FAS for Bond Sale	1,676.77	0.00	
	Extd Total: Boardwalk Reconstruction (Ord #3039)			1,676.77		
	Department Total:			1,676.77		
Extd:	Acq of Various Equip/Vehicles(Ord.#3084)					
C-04-55-998-014-001 ACAFGI ACACIA FINANCIAL GROUP, INC.	Acq of Various Equip/Veh 40A (Ord #3084)	19-00031	FAS for Bond Sale	1,920.66	0.00	
	Extd Total: Acq of Various Equip/Vehicles(Ord.#3084)			1,920.66		
Extd:	2015-39/Roadway and Sewer Improvements					
C-04-55-998-015-001 ACAFGI ACACIA FINANCIAL GROUP, INC.	2015-39/Roadway & Sewer Improvmts (40A)	19-00031	FAS for Bond Sale	4,949.97	0.00	
	Extd Total: 2015-39/Roadway and Sewer Improvements			4,949.97		
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-001 ACAFGI ACACIA FINANCIAL GROUP, INC.	2016-16/VEHICLES,EQUIPMENT/IMPROVE-(40A)	19-00283	FAS BAN Sale	424.96	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			424.96		
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-001 ACAFGI ACACIA FINANCIAL GROUP, INC.	2016-17/2016 ROADWAY IMPROVEMENTS (40A)	19-00031	FAS for Bond Sale	1,767.84	0.00	
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			1,767.84		
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-001 ACAFGI ACACIA FINANCIAL GROUP, INC.	Section 20 Costs	19-00283	FAS BAN Sale	665.77	0.00	
	Extd Total: Ord. 2016-28 4th Ave. Improvements			665.77		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-001	2016-40/Var.Communications Imp.					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	354.13	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			354.13		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	495.78	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			495.78		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	478.08	0.00	
C-04-55-998-170-002	Various Road Improv. (Heck St.) 2017-30					
LUCBRO	LUCUS BROTHERS, INC.	18-02666	Ord. 2017-30 Heck St.	11,025.00	0.00	B
	Extd Total: Various Road Improv. 2017-30			11,503.08		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-009	Admin IT City-wide					
SHIINT	SHI INTERNATIONAL CORP	18-04109	QUOTE#16468994 POLICE UPGRADES	152.61	0.00	
C-04-55-998-172-016	Road Repaving					
LUCBRO	LUCUS BROTHERS, INC.	18-02667	Ord. 2017-36 Bridge St.	144,849.39	0.00	B
C-04-55-998-172-017	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	1,242.67	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			146,244.67		
C-04-55-998-173-01	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	212.48	0.00	
FRESOI	FREEHOLD SOIL CONSER.DIST.	19-00470	Soil Erosion Application Fee	5,070.00	0.00	
				5,282.48		
	Extd Total:			5,282.48		
Extd:	Ord. 2018-32 Acquisition of Var. Items					
C-04-55-998-174-002	IT Equipment					
WIRCOM	WIRELESS COMMUNICATIONS &	18-03052	Q072318 TABLETS & ACCESSORIES	26,951.54	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-04098	Quote#16359252-A/V Project	7,239.13	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-04109	QUOTE#16468994 POLICE UPGRADES	285.87	0.00	
				34,476.54		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-174-005	Police Equipment					
STARAD	STALKER RADAR APPLIED	18-03146	QUOTE #2016945 RADAR SYSTEM	2,981.50	0.00	
	Extd Total: Ord. 2018-32 Acquisition of Var. Items			37,458.04		
	Department Total:			211,067.38		
	CAFR Total:			212,744.15		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			212,744.15		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00031	FAS for Bond Sale	2,184.76	0.00	
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	354.13	0.00	
				<u>2,538.89</u>		
	Extd Total: Sewer Plant Improvements - Ord. #3038			2,538.89		
	Department Total:			2,538.89		
Extd:	Ord. 2018-7 Sewer Utility Improvements					
C-08-55-528-018-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	132.80	0.00	
	Extd Total: Ord. 2018-7 Sewer Utility Improvements			132.80		
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	97.39	0.00	
	Extd Total: Ord. 2018-5 Various Sewer Improv.			97.39		
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	46.04	0.00	
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			46.04		
	Department Total:			276.23		
	CAFR Total:			2,815.12		
	Fund Total: SEWER CAPITAL FUND BUDGET:			2,815.12		
Fund:	PARKING CAPITAL					
Department:	Ord. 2017-28 Var. Parking Improv.					
Extd:	Ord. 2017-28 Var. Parking Improv.					
C-09-17-901-000-901	Section 21 Soft Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	19-00283	FAS BAN Sale	318.70	0.00	
	Extd Total: Ord. 2017-28 Var. Parking Improv.			318.70		
	Department Total: Ord. 2017-28 Var. Parking Improv.			318.70		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2018-41 Parking Improvements						
Extd: Ord. 2018-41 Parking Improvements						
C-09-17-902-000-902	Parking Improvements					
WIRCOM	WIRELESS COMMUNICATIONS &	18-03498	QUOTE #Q101518 TABLETS FOR	15,822.90	0.00	
	Extd Total: Ord. 2018-41 Parking Improvements			15,822.90		
	Department Total: Ord. 2018-41 Parking Improvements			15,822.90		
	CAFR Total:			16,141.60		
	Fund Total: PARKING CAPITAL			16,141.60		
	Year Total:			231,700.87		
Fund: GRANT FUND BUDGET:						
G-02-43-862-013-200	WATERFRONT REDEVELOPER(MM)-2013 POLICE					
LANASO	LANIGAN ASSOCIATES. INC.	19-00001	CLASS II OFFICER UNIFORMS	436.67	0.00	
	Extd Total:			436.67		
	Department Total:			436.67		
G-02-43-871-015-201	Waterfront Redevelopers (Police) - 2015					
LANASO	LANIGAN ASSOCIATES. INC.	19-00001	CLASS II OFFICER UNIFORMS	2,563.33	0.00	
G-02-43-871-015-209	MONMOUTH CONSERVATORY - SPRINGWOOD PARK					
SUBCON	SUBURBAN CONSULTING ENGINEERS, 19-00147		Invoice 36507 Spring. Park	555.00	0.00	
	Extd Total:			3,118.33		
G-02-43-871-016-211	Clean Communities 2016					
INTIMP	INITIAL IMPACT	19-00221	Hydro Soul Water Bottles	3,184.71	0.00	
	Extd Total:			3,184.71		
	Department Total:			6,303.04		
G-02-43-903-018-200	Urban Areas Security Initiative					
GARSTA	GARDEN STATE HIGHWAY	18-04090	#SQT002942 YODOCK WATER FILLED	20,000.00	0.00	
	Extd Total:			20,000.00		
	Department Total:			20,000.00		
	CAFR Total:			26,739.71		
	Fund Total: GRANT FUND BUDGET:			26,739.71		
	Year Total:			26,739.71		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	19-00428	JANUARY 2019 DOG REPORT	265.80	0.00	
	Extd Total:			265.80		
	Department Total:			265.80		
	CAFR Total:			265.80		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			265.80		

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
T-17-74-850-850-805	2017 CDBG - 3-TRAFFIC SIGNAL PANELS					
INTTRA	INTELLIGENT TRAFFIC SUPPLY	18-03198	traffic signal panels	20,175.00	0.00	
	Extd Total:			20,175.00		
	Department Total:			20,175.00		
	CAFR Total:			20,175.00		
Extd: 2018 CDBG Allotment						
T-17-75-850-850-003	Basketball Courts, Road Repair, Sidewalk					
SUFFREDI	SUFFOLK REDI-MIX	18-03967	concret for sidewalks & aprons	934.50	0.00	B
DELDEM	DELISA DEMOLITION, INC.	19-00326	dumpster for concrete project	1,400.52	0.00	
				<u>2,335.02</u>		
T-17-75-850-850-008	Homelessness Prevention/Relocation					
NJNG	N.J. NATURAL GAS CO.	19-00274	22-0016-07470-92	320.14	0.00	
JCP	JCP&L	19-00275	100 087 613 095	400.00	0.00	
NJNG	N.J. NATURAL GAS CO.	19-00280	22-0016-8537-88	400.00	0.00	
JCP	JCP&L	19-00453	100 132 590 165	271.83	0.00	
NJNG	N.J. NATURAL GAS CO.	19-00458	22-0010-8939-81	141.47	0.00	
				<u>1,533.44</u>		
	Extd Total: 2018 CDBG Allotment			3,868.46		
	Department Total:			3,868.46		
	CAFR Total:			3,868.46		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			24,043.46		
Fund: TRUST OTHER						
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	19-00319	4th Marriage/Civil License-18	675.00	0.00	
	Extd Total:			675.00		
T-20-56-850-878-801	Reserve for Recreation					
ALLPUR	ALL PURPOSE RENTALS, INC.	18-01327	balloons for rodeo	297.00	0.00	
	Extd Total:			297.00		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
EONGRO	EONE GROUP, LLC	18-04072	PREMIUM TSC-17-000117	200.00	0.00	
USBTVIII	US BANK CUST FOR TOWER DB VIII	19-00299	PREMIUM TSC-18-00159	37,700.00	0.00	
ACTHOL	ACTLIEN HOLDING INC.	19-00316	PREMIUM TSC - 18-00100 1604-3	1,700.00	0.00	
				<u>39,600.00</u>		
	Extd Total:			39,600.00		
	Department Total:			40,572.00		
	CAFR Total:			40,572.00		
	Fund Total: TRUST OTHER			40,572.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-106-000-299	910 4th Ave (GECC Ltd., FLP)					
JACSER JACK A. SERPICO	19-00207 BULK PB/ZB INVOICES 06-11/2018			150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-362-000-299	1101 MAIN STREET(PF PROPERTIES, LLC)					
JACSER JACK A. SERPICO	19-00207 BULK PB/ZB INVOICES 06-11/2018			112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-372-000-299	209 4TH AVENUE(ASBURY PARTNERS/I-STAR)					
JACSER JACK A. SERPICO	19-00207 BULK PB/ZB INVOICES 06-11/2018			337.50	0.00	
	Extd Total:			337.50		
	Department Total:			337.50		
T-21-00-399-000-299	1130 SPRINGWOOD(INTERFAITH NEIGHBORS)					
JACSER JACK A. SERPICO	19-00207 BULK PB/ZB INVOICES 06-11/2018			112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-416-000-299	1201 3RD AVENUE(AMY M.QUINN)					
AMYQUI AMY QUINN	18-00078 Refund of escrow balance			218.85	0.00	
	Extd Total:			218.85		
	Department Total:			218.85		
T-21-00-425-000-299	RENAISSANCE-INSPECTION(MICHAELS DEV.)					
TMASSO T & M ASSOCIATES	19-00145 Renaissance Village T&M			4,316.25	0.00	
	Extd Total:			4,316.25		
	Department Total:			4,316.25		
T-21-00-429-000-299	208 THIRD AVENUE(209-213 FOURTH AVENUE)					
JACSER JACK A. SERPICO	19-00207 BULK PB/ZB INVOICES 06-11/2018			75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
Department: LIGHTING						
T-21-00-435-000-299	701 6TH AVENUE(STEVEN M.& WENDY GRONICH)					
JACSER JACK A. SERPICO	19-00207 BULK PB/ZB INVOICES 06-11/2018			75.00	0.00	
	Extd Total:			75.00		
	Department Total: LIGHTING			75.00		

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-441-000-299 JACSER JACK A. SERPICO	1201 MONROE/1500 SEWALL(BOYS&GIRLS CLUB)	19-00207	BULK PB/ZB INVOICES 06-11/2018	750.00	0.00	
	Extd Total:			750.00		
	Department Total:			750.00		
T-21-00-442-000-299 JACSER JACK A. SERPICO	1400 MATTISON AVENUE(CLEARVIEW EQUITIES)	19-00207	BULK PB/ZB INVOICES 06-11/2018	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-444-000-299 JACSER JACK A. SERPICO	550 COOKMAN AVE(ABG LIQUOR HOLDINGS,LLC)	19-00208	Bulk PB/ZB Invoices for12/2018	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
T-21-00-445-000-299 JACSER JACK A. SERPICO JACSER JACK A. SERPICO	1302 WASHINGTON AVENUE(EUGENE MATHEWS)	19-00207 19-00208	BULK PB/ZB INVOICES 06-11/2018 Bulk PB/ZB Invoices for12/2018	112.50 262.50 <u>375.00</u>	0.00 0.00	
	Extd Total:			375.00		
	Department Total:			375.00		
T-21-00-454-000-299 JACSER JACK A. SERPICO	1503 PARK AVENUE (PADRAIC GALLAGHER)	19-00208	Bulk PB/ZB Invoices for12/2018	37.50	0.00	
	Extd Total:			37.50		
	Department Total:			37.50		
T-21-00-455-000-299 JACSER JACK A. SERPICO	300-302 1ST AVENUE(ADVANCED DEVELOPMENT)	19-00207	BULK PB/ZB INVOICES 06-11/2018	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
T-21-00-456-000-299 JACSER JACK A. SERPICO	PARKVIEW AP(INTERFAITH NEIGHBORS)	19-00208	Bulk PB/ZB Invoices for12/2018	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-458-000-299 JACSER JACK A. SERPICO JACSER JACK A. SERPICO	510 5TH AVENUE(510 5TH AVENUE, LLC)	19-00207 19-00208	BULK PB/ZB INVOICES 06-11/2018 Bulk PB/ZB Invoices for12/2018	375.00 37.50 <u>412.50</u>	0.00 0.00	
	Extd Total:			412.50		
	Department Total:			412.50		

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-459-000-299 JACSER JACK A. SERPICO	725 MATTISON AVENUE(725 MATTISON, LLC)	19-00208	Bulk PB/ZB Invoices for12/2018	337.50	0.00	
	Extd Total:			337.50		
	Department Total:			337.50		
T-21-00-461-000-299 JACSER JACK A. SERPICO	1201 MEMORIAL DRIVE(JEMAL'S BRAVERMAN)	19-00208	Bulk PB/ZB Invoices for12/2018	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-463-000-299 JACSER JACK A. SERPICO	1706-1708 4TH AVE(LUTZ ENTERPRISES, LLC)	19-00208	Bulk PB/ZB Invoices for12/2018	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
T-21-00-469-000-299 JACSER JACK A. SERPICO	637 LAKE AVE(JEMAL'S NAT.GRD.ARMORY,LLC)	19-00208	Bulk PB/ZB Invoices for12/2018	262.50	0.00	
	Extd Total:			262.50		
	Department Total:			262.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,510.10		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,510.10		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802 MJREV M & J RENOVATION & HOME IMPRV.	HOWELL/ASBURY PARK RCA - Miscellaneous	18-03796	RCA Rehab Not To Exceed	20,100.00	0.00	
MONCLE MONMOUTH COUNTY CLERK		19-00292	Invoice 2288199	8.00	0.00	
				20,108.00		
	Extd Total:			20,108.00		
	Department Total:			20,108.00		
	CAFR Total:			20,108.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			20,108.00		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299 MCMSO MCMANIMON,SCOTLAND&BAUMANN,LLC	MADISON-ASBURY RETAIL - Miscellaneous	19-00106	#158723: MADISON BOARDWALK	1,045.00	0.00	
	Extd Total:			1,045.00		
	Department Total:			1,045.00		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			1,045.00		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			1,045.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806 ACAFGI ACACIA FINANCIAL GROUP, INC.	711&607 Mattison/545 Lake/550 Cookm(APB)	19-00019	Acadia invoice July 2018	693.75	0.00	

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

February 7, 2019
11:29 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.1.2.a
Page No. 20

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-813 MCMSCO	TURF PLAN AMENDMENT(INTERFAITH NEIGHBOR) MCMANIMON, SCOTLAND&BAUMANN, LLC	19-00107	#158726: INTERFAITH NEIGHBORS	880.00	0.00	
T-48-56-850-000-816 JACSER	545 LAKE AVE(545 LAKE URBAN RENEWAL, LLC) JACK A. SERPICO	19-00207	BULK PB/ZB INVOICES 06-11/2018	300.00	0.00	
T-48-56-850-000-818 MCMSCO	215 1ST AVE(REGIONAL DEVELOPMENT GROUP) MCMANIMON, SCOTLAND&BAUMANN, LLC	19-00108	#158742: REGIONAL DEV.GRP., LLC	520.00	0.00	
	Extd Total:			2,393.75		
	Department Total:			2,393.75		
	CAFR Total:			2,393.75		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			2,393.75		
	Year Total:			96,938.11		
Total Charged Lines: 575 Total List Amount: 2,562,900.96 Total Void Amount:				0.00		

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	8-01	289,725.06	0.00	289,725.06	0.00	0.00	289,725.06
BEACH	8-05	9,783.08	0.00	9,783.08	0.00	0.00	9,783.08
PARKING UTILITY:	8-06	12,051.60	0.00	12,051.60	0.00	0.00	12,051.60
SEWER UTILITY: BU	8-07	44,850.14	0.00	44,850.14	0.00	0.00	44,850.14
Year Total:		356,409.88	0.00	356,409.88	0.00	0.00	356,409.88
CURRENT	9-01	1,841,883.78	0.00	1,841,883.78	0.00	0.00	1,841,883.78
BEACH	9-05	351.29	0.00	351.29	0.00	0.00	351.29
PARKING UTILITY:	9-06	1,077.85	0.00	1,077.85	0.00	0.00	1,077.85
SEWER UTILITY: BU	9-07	7,799.47	0.00	7,799.47	0.00	0.00	7,799.47
Year Total:		1,851,112.39	0.00	1,851,112.39	0.00	0.00	1,851,112.39
GENERAL CAPITAL F	C-04	212,744.15	0.00	212,744.15	0.00	0.00	212,744.15
SEWER CAPITAL FUN	C-08	2,815.12	0.00	2,815.12	0.00	0.00	2,815.12
PARKING CAPITAL	C-09	16,141.60	0.00	16,141.60	0.00	0.00	16,141.60
Year Total:		231,700.87	0.00	231,700.87	0.00	0.00	231,700.87
GRANT FUND BUDGET	G-02	26,739.71	0.00	26,739.71	0.00	0.00	26,739.71
ANIMAL CONTROL FU	T-12	265.80	0.00	265.80	0.00	0.00	265.80
COMMUNITY DEVELOP	T-17	24,043.46	0.00	24,043.46	0.00	0.00	24,043.46
TRUST OTHER	T-20	40,572.00	0.00	40,572.00	0.00	0.00	40,572.00
PLANNING & ZONING	T-21	8,510.10	0.00	8,510.10	0.00	0.00	8,510.10
HOWELL/ASBURY PAR	T-38	20,108.00	0.00	20,108.00	0.00	0.00	20,108.00
MADISON-ASBURY RE	T-39	1,045.00	0.00	1,045.00	0.00	0.00	1,045.00
CITY OF ASBURY PA	T-48	2,393.75	0.00	2,393.75	0.00	0.00	2,393.75
Year Total:		96,938.11	0.00	96,938.11	0.00	0.00	96,938.11
Total of All Funds:		2,562,900.96	0.00	2,562,900.96	0.00	0.00	2,562,900.96

Attachment: Bill List 2-13-19 (2019-81 : Payment of Bills)

February 13, 2019 Council Meeting:

Balance Brought Forward from Total List Amount

\$ 2,562,900.96

GSD Coating LLC

11,446.27

\$ 2,574,347.23



RESOLUTION NO. 2019-82

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

RESOLUTION AMENDING THE PBA CONTRACT

WHEREAS, the City of Asbury Park and PBA Local 6 agreed to a contract in June of 2018; and

WHEREAS, during the editing process the attached language was accidentally omitted; and

WHEREAS, the PBA contract is hereby amended to include the attached language.

NOW, THEREFORE IT BE RESOLVED, that the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, hereby authorize the City Manager to sign the amendment to the PBA Contract.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-82 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

ARTICLE XSICK LEAVE

(continued)

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and physician's certification that said employee is able to return to full duty.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature, requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a

condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his /her normal duties and, in addition thereto, that his/her return will not jeopardize the health of the other employees.

E. An employee who works and does not use a sick day from January to June shall receive two (2) extra vacation days. An employee who works from July to December and does not use a sick day shall receive two (2) extra vacation days. An employee who does not use a sick day for the entire calendar year shall receive five (5) extra vacation days.

F. Any employee covered by this agreement who does not use any of his or her allotted sick leave during a calendar year (i.e. "has perfect sick attendance") shall be entitled to an additional five (5) vacation days. Dependent on budgeting, the employee may elect to receive pay for up to the five (5) days in lieu of adding said days to accrued time.

G. . New employees hired on or after January 1, 2018 shall have their sick leave payout capped at the rate of Seven Thousand Five Hundred Dollars(\$7,500.00)



RESOLUTION NO. 2019-83

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

A RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE TOWNSHIP OF NEPTUNE REGARDING WESLEY LAKE

ENTERING INTO A SHARED SERVICES AGREEMENT

between the

CITY OF ASBURY PARK, a corporation of the State of New Jersey, with its principal office located at 1 Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter referred to as "**City**"; and the

TOWNSHIP OF NEPTUNE, a municipal corporation of the State of New Jersey, with its principal office located at 25 Neptune Boulevard, Neptune, New Jersey 07753, hereinafter referred to as "**Township**";

WITNESSETH

WHEREAS, the above parties desire to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 through 40A:65-35 to engage in activities to maintain the health of Wesley Lake in the spring and early summer; and,

WHEREAS, municipalities can enter into a Shared Service Agreement via Resolution; and

WHEREAS, the City and Township have historically split the costs of improvements to the Lake and desire to continue that process; and,

NOW, THEREFORE, it be Resolved that the parties do agree as follows:

- . The Township and City agree to jointly engage the services of a third-party entity to provide activities to maintain the health of Wesley Lake.
- . The Township agrees to pay for the cost of the spring/early summer maintenance of the Lake and be the responsible entity for procuring services to maintain the Lake.
- . The cost of the spring/early summer maintenance shall not exceed a cost of \$12,000.00 to the City and Township which will be shared equally between the City and Township.

- . The City, upon adoption of its final budget, will notify the Township that its final budget has been adopted.
- . After notification of the adoption of the City's budget, the Township shall bill the City for the cost of the spring/early summer maintenance.
- . The Agreement shall be effective for five years from January 1, 2019 to December 31st, 2023.
- . The Agreement may be terminated by Resolution of either governing body by March 1st of any calendar year.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-83 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-84

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

RESOLUTION APPROVING CHANGE ORDER #1 FOR BRIDGE AND HECK STREET IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers, Inc. on July 11, 2018 for Bridge and Heck St. Improvements; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million nine hundred seventy two thousand and four hundred and thirty six dollars (\$1,972,436.00); and

WHEREAS, the City Engineer is requesting Change Order #1 in the amount of \$23,269.31; and

WHEREAS, this Change Order results in a net increase of 1.18% of the contract with a new contract amount of \$1,995,705.31; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-170-002 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order #1 shall not exceed one million nine hundred seventy two thousand and four hundred and thirty six dollars (\$1,972,436.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 1 on behalf of the Governing Body.

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Lucas Brothers, Inc., City Engineer and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-84 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 13th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00763

February 5, 2019
Via Hand delivery

Mr. Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Bridge Street Improvements and Heck Street Improvements
Lucas Brothers, Inc.
Change Order Number 1**

Dear Mr. Capabianco:

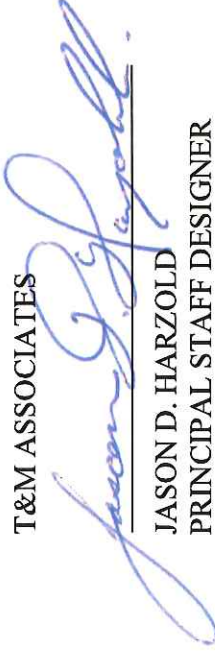
Please find enclosed four signed originals of Change Order Number 1 for processing at the next City Council meeting. This Change Order is due to the Deal Lake bank collapse stabilization and permanent replacement of the outfall pipe. This cost is outlined in more detail on the attached summary of costs. Given the quick response time to address and stabilize the bank collapse, as well as the contractor's quality of work to permanently replace the outfall pipe, we feel this cost is fair and reasonable. Additional line item quantities have also been adjusted to reflect as-built quantities.

The original contract bid price for this project was \$1,972,436.00. The net change in contract for **Change Order Number 1 is \$23,269.31 (1.18%) for an adjusted new total contract price of \$1,995,705.31.**

No time extension is requested at this time.

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

Very truly yours,

T&M ASSOCIATES


JASON D. HARZOLD
PRINCIPAL STAFF DESIGNER
On Behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

JDH:jdh

Enclosures

Cc: Cindy Dye, City Clerk (via email & hand delivery)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)

G:\Projects\ASPK\00750\Correspondence\Capabianco_CAB-JDH_Change Order No 1.docx

T&M ASSOCIATES, 11 Tindall Road, Middletown, NJ 07748

P 732.671.6400 F 732.671.7365 W tandmassociates.com

Direct Labor									
Trade	ST. HRS	ST. RATE	ST. COST	OT. HRS	OT RATE	OT COST	TOTALS		
Foreman	16	\$ 42.25	\$ 676.00		\$ 63.38	\$ -	\$ 676.00		
Laborer	48	\$ 40.70	\$ 1,953.60		\$ 61.05	\$ -	\$ 1,953.60		
Operating Engineer	16	\$ 51.77	\$ 828.32		\$ 77.66	\$ -	\$ 828.32		
							\$ -		
			\$ 3,457.92			\$ -	\$ 3,457.92		
Labor Benefits									
	HRS	RATE	TOTAL						
laborers(ST/OT)	64	\$ 30.93	\$ 1,979.52				\$ 1,979.52		
Operating Engineers (ST) (Surveyer)	16	\$ 32.85	\$ 525.60				\$ 525.60		
			\$ -				\$ -		
							\$ 2,505.12		
Labor Insurance									
PL & PD General Liability	14.30%								
FUTA	0.80%								
Worksmans Comp	16.50%								
SUI	7.10%								
FICA/MED	7.65%								
	46.35%		X	\$ 3,457.92			\$ 1,602.75		
Materials									
	Qty	Unit	Rate						
Conversion top Top Slab	1	ea	\$ 365.00				\$ 365.00		
Sump Manhole with Casting	1	ea	\$ 2,500.00				\$ 2,500.00		
Re Construct of storm MH	1	ea	\$ 500.00				\$ 500.00		
24" HDPE	20	lf	\$ 22.00				\$ 440.00		
Rip Rap	17	tn	\$ 30.00				\$ 510.00		
							\$ -		
							\$ 4,315.00		
Subcontractors/Truckers									
	Qty	Unit	Rate						
Tri Axle	14	Hrs	\$ 95.00				\$ 1,330.00		
							\$ -		
							\$ -		
							\$ 1,330.00		
Equipment-									
	Hrs	Rate							
Backhoe	6	\$ 35.00					\$ 210.00		
Loader	16	\$ 47.00					\$ 752.00		
Excavator	16	\$ 86.00					\$ 1,376.00		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ 2,338.00		
Summary									
	Total costs	OH 10%	Profit 10%	Sub-Totals					
Labor- Direct	\$ 3,457.92	\$ 345.79	\$ 345.79	\$ 4,149.50					
Labor- Benefit	\$ 2,505.12	\$ 250.51	\$ 250.51	\$ 3,006.14					
Labor- Insurance	\$ 1,602.75	\$ 160.27	\$ 160.27	\$ 1,923.30					
Materials	\$ 4,315.00	\$ 431.50	\$ 431.50	\$ 5,178.00					
Subcontractors	\$ 1,330.00	\$ 133.00	\$ 133.00	\$ 1,596.00					
Equipment	\$ 2,338.00	\$ 233.80	\$ 233.80	\$ 2,805.60					
			TOTAL	\$ 18,658.54					
Sump Manhole and Rip Rap and Restoration									

Packet Pg. 65

CHANGE ORDER NO. 1

DATE: February 5, 2019

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

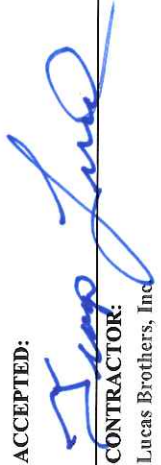
REDUCTIONS:
Various items reduced to reflect as-built quantities

EXTRA:
Various items increased to reflect as-built quantities

SUPPLEMENTARY:
S-B1 Bridge Street - Emergency Outfall Slope Stabilization and Permanent Repair & Replacement
S-B2 10" Polyvinyl Chloride Sewer Pipe (Replacement)

APPROVAL RECOMMENDED:

CHRISTINE A. BALLARD, P.E.

ACCEPTED:

CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$40,600.00
B. TOTAL EXTRAS THIS C.O.	\$11,800.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$52,069.31	XXXXXXXXXXXX
TOTALS THIS C.O.	\$63,869.31	\$40,600.00
NET CHANGE THIS CHANGE ORDER	\$23,269.31	
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$63,869.31	\$40,600.00
NET CHANGE IN CONTRACT	\$23,269.31	

ORIGINAL CONTRACT BID PRICE	\$1,972,436.00
CHANGE ORDERS TO DATE 1.18%	\$23,269.31
REVISED CONTRACT PRICE	\$1,995,705.31

CHANGE ORDER NO. 1

DATE:February 5, 2019

PROJECT:Bridge Street Improvements and Heck Street Improvements

OWNER:City of Asbury Park

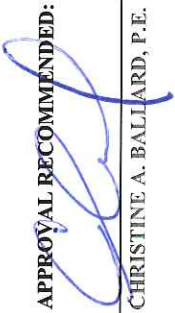
CONTRACTOR:Lucas Brothers, Inc.

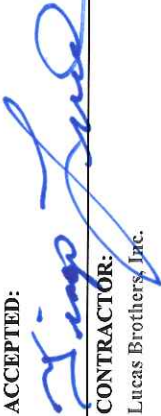
DESCRIPTION OF CHANGE:

REDUCTIONS:
Various items reduced to reflect as-built quantities

EXTRA:
Various items increased to reflect as-built quantities

SUPPLEMENTARY:
S-B1 Bridge Street - Emergency Outfall Slope Stabilization and Permanent Repair & Replacement
S-B2 10" Polyvinyl Chloride Sewer Pipe (Replacement)

APPROVAL RECOMMENDED:

CHRISTINE A. BALLARD, P.E.

ACCEPTED:

CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
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NET CHANGE THIS CHANGE ORDER	\$23,269.31	
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NET CHANGE IN CONTRACT	\$23,269.31	

ORIGINAL CONTRACT BID PRICE	\$1,972,436.00
CHANGE ORDERS TO DATE	1.18%
REVISED CONTRACT PRICE	\$1,995,705.31

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A35 B41	Manhole, Sanitary Sewer (Replacement) 10" Ductile Iron Sewer Pipe (Replacement)	2.00 Units 230.40 LF	\$5,900.00 \$125.00	\$11,800.00 \$28,800.00 \$0.00 \$0.00 \$0.00 \$0.00
REDUCTION				

A. TOTAL REDUCTIONS

\$40,600.00

A8	Excavation Test Pit	26.22 Units	\$450.00	\$11,800.00 \$0.00 \$0.00 \$0.00 \$0.00
EXTRA				

B. TOTAL EXTRA

\$11,800.00

S-B1 S-B2	Emergency Outfall Slope Stabilization and Permanent Repair & Replacement 10" Polyvinyl Chloride Sewer Pipe (Replacement)	1.00 LS 450.00 LF	\$23,269.31 \$64.00	\$23,269.31 \$28,800.00
SUPPLEMENTARY				

C. TOTAL SUPPLEMENTARY

\$52,069.31

CHANGE ORDER NO. 1

DATE: February 5, 2019

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:
Various items reduced to reflect as-built quantities

EXTRA:
Various items increased to reflect as-built quantities

SUPPLEMENTARY:
S-B1 Bridge Street - Emergency Outfall Slope Stabilization and Permenent Repair & Replacement
S-B2 10" Polyvinyl Chloride Sewer Pipe (Replacement)

APPROVAL/RECOMMENDED:

CHRISTINE A. BALLARD, P.E.

ACCEPTED:

CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S APPROVALS:

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$40,600.00
B. TOTAL EXTRAS THIS C.O.	\$11,800.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$52,069.31	XXXXXXXXXXXX
TOTALS THIS C.O.	\$63,869.31	\$40,600.00
NET CHANGE THIS CHANGE ORDER	\$23,269.31	
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$63,869.31	\$40,600.00
NET CHANGE IN CONTRACT	\$23,269.31	

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

ORIGINAL CONTRACT BID PRICE	\$1,972,436.00
CHANGE ORDERS TO DATE	1.18%
REVISED CONTRACT PRICE	\$1,995,705.31

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A35	Manhole, Sanitary Sewer (Replacement)	2.00 Units	\$5,900.00	\$11,800.00
B41	10" Ductile Iron Sewer Pipe (Replacement)	230.40 LF	\$125.00	\$28,800.00
REDUCTION				\$0.00
				\$0.00
				\$0.00
				\$0.00

A. TOTAL REDUCTIONS

\$40,600.00

A8	Excavation Test Pit	26.22 Units	\$450.00	\$11,800.00
EXTRA				\$0.00
				\$0.00
				\$0.00
				\$0.00

B. TOTAL EXTRA

\$11,800.00

S-B1	Emergency Outfall Slope Stabilization and Permanent Repair & Replacement	1.00 LS	\$23,269.31	\$23,269.31
S-B2	10" Polyvinyl Chloride Sewer Pipe (Replacement)	450.00 LF	\$64.00	\$28,800.00
SUPPLEMENTARY				

C. TOTAL SUPPLEMENTARY

\$52,069.31

CHANGE ORDER NO. 1

DATE:

February 5, 2019

PROJECT:

Bridge Street Improvements and Heck Street Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:	
REDUCTIONS:	
Various items reduced to reflect as-built quantities	
EXTRA:	
Various items increased to reflect as-built quantities	
SUPPLEMENTARY:	
S-B1	Bridge Street - Emergency Outfall Slope Stabilization and Permanent Repair & Replacement
S-B2	10" Polyvinyl Chloride Sewer Pipe (Replacement)

APPROVAL RECOMMENDED:  CHRISTINE A. BALLARD, P.E.	SEE ATTACHED DETAIL		ADDITIONAL	REDUCTION
	A. TOTAL REDUCTIONS THIS C.O.		XXXXXXXXXXXX	\$40,600.00
	B. TOTAL EXTRAS THIS C.O.		\$11,800.00	XXXXXXXXXXXX
	C. TOTAL SUPPLEMENTARY THIS C.O.		\$52,069.31	XXXXXXXXXXXX
	TOTALS THIS C.O.		\$63,869.31	\$40,600.00
OWNER'S APPROVALS:	NET CHANGE THIS CHANGE ORDER		\$23,269.31	
	PREVIOUS CHANGE ORDERS		\$0.00	\$0.00
	TOTAL CHANGE ORDERS TO DATE		\$63,869.31	\$40,600.00
	NET CHANGE IN CONTRACT		\$23,269.31	
NOTE: All work to be done according to Contract Specifications.				

ORIGINAL CONTRACT BID PRICE	\$1,972,436.00
CHANGE ORDERS TO DATE	1.18%
	\$23,269.31
REVISED CONTRACT PRICE	\$1,995,705.31

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	UNIT	
		QUANTITY	PRICE
A35	Manhole, Sanitary Sewer (Replacement)	2.00 Units	\$5,900.00
B41	10" Ductile Iron Sewer Pipe (Replacement)	230.40 LF	\$125.00
REDUCTION			
			\$11,800.00
			\$28,800.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

A. TOTAL REDUCTIONS

\$40,600.00

A8	Excavation Test Pit	26.22 Units	\$450.00	\$11,800.00
EXTRA				\$0.00
				\$0.00
				\$0.00
				\$0.00

B. TOTAL EXTRA

\$11,800.00

S-B1	Emergency Outfall Slope Stabilization and Permanent Repair & Replacement	1.00 LS	\$23,269.31	\$23,269.31
S-B2	10" Polyvinyl Chloride Sewer Pipe (Replacement)	450.00 LF	\$64.00	\$28,800.00
SUPPLEMENTARY				

C. TOTAL SUPPLEMENTARY

\$52,069.31



RESOLUTION NO. 2019-85

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES TO CONDUCT REMEDIAL INVESTIGATION (RI) SERVICES AT THE FIRE HOUSE

WHEREAS, on February 4, 2019 the City of Asbury Park received a proposal for RI Services from T&M Associates; and

WHEREAS, the City has received a Hazardous Discharge Site Remediation (HDSRF) grant in the amount of \$67,500.00 from the New Jersey Department of Environmental Protection; and

WHEREAS, the proposal is attached; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund G-02-43-913-019-200; and the maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to conduct an Remedial Investigation at the Fire House in an not to exceed amount of \$67,500.00.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-85 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

CHECKLIST FOR COMPLETING AND SUBMITTING CLOSING DOCUMENTS

1. Obtain a resolution or ordinance adopted by Public Entity substantially in the form attached to the HDSRF Grant Agreement as Schedule D (The "Resolution" or "Ordinance"). Have the Resolution or Ordinance certified by an Authorized Representation of the Public Entity.
2. Enter into contract(s) for the performance of the project. If the project entails only one of the following activities: preliminary assessment, site investigation, remedial investigation or remedial action, then the contract(s) must provide for the performance of the entire project. If the project entails two or three of such activities, then the contract must provide for the performance of at least the first such activity.
3. Have the Authorized Representative designated in the Resolution or Ordinance execute each of the three originals of the Grant Agreement on the page and at the place indicated and have the Grant Agreements attested by an official authorized to attest such documents.
4. Fill in and complete the information required on the original of Schedule C of the Grant Agreement, entitled "Certification of Awarded Contracts," which have been provided in your packet, and have the Authorized Representative execute and date same. Attach copies to Schedule C of the contracts that have been awarded. See item 2 above.
5. Complete and submit Schedule E -Public Entity Project Status Summary no later than **December 31st of each year until completion of the Project.** (Refer to Section 4.1 B of the Grant Agreement and Schedule E for details)
6. Obtain and attach a copy of the deed, or other evidence of site control, or tax certificates to the project, as the case may be.
7. Obtain and attach a copy of the Tax Clearance Certificate for the Grantee, issued by the New Jersey Division of Taxation, not more than 180 days old as of the date of closing. This Grant shall not close unless the Authority is in satisfactory receipt of the Tax Clearance Certificate.
8. Enclose in one overnight mail package and send to the Authority the following:
 - 1) **all three originals** of the signed and attested Grant Agreement (included in the transmittal email;
 - 2) **a copy of the certified resolution or ordinance of the Public Entity;**
 - 3) **the original of the executed Schedule C**
(including resolutions awarding contracts); and
 - 4) **evidence of site control, if applicable.**

CLOSING INSTRUCTIONS AND REQUIREMENTS
HDSRF PUBLIC ENTITY GRANT AGREEMENT

Set forth below are instructions and requirement for closing on your Hazardous Discharge Site Remediation Public Entity Grant (the “HDSRF Grant”), along with descriptions of the closing documents.

General Closing Procedures

Attached in this packet for execution by the public entity receiving an HDSRF grant are is the HDSRF Grant Agreement (the “Grant Agreement”).

In order to close on its HDSRF Grant, the public entity must complete and execute these documents, obtain evidence of site control of the project (“Evidence”) if applicable, and then submit such documents to the Authority at the same time, in the same package. Please note that if the public entity fails to submit all the required documents at the same time they will be returned without review by the Authority, which may delay or jeopardize closing on the grant.

If and when all the documents, including a valid Tax Clearance Certificate and Evidence, if applicable, are submitted to the Authority, they will be reviewed by the Authority and its counsel. Provided they are found to be in proper form and order, the Authority will execute the Grant Agreement and return a fully executed original to you. Upon such mailing, closing shall be complete.

These closing documents are to be executed by an official of the public entity who has been authorized by the public entity resolution or ordinance (see Schedule D of Grant Agreement for Sample) to execute same on its behalf (the “Authorized Representative”).

**DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR
COMPLETING SAME**

[] The Grant Agreement

The Grant Agreement governs the rights and duties of the parties with respect to your HDSRF Grant. The provisions of this Grant Agreement have been standardized to apply to all public entity grantees under this program and are not negotiable. Please review the Grant Agreement carefully in consultation with your counsel. If acceptable, have the Authorized Representative execute and acknowledge three (3) originals on page 12, Schedules C & D.

[] SCHEDULE A: Project Description

This document describes the project in respect to the grant amount, DEP's cost estimates, project scope, your legal name and address and other material information. You are not required to execute this document, but please review it for accuracy. (Please note that the disbursement check will be made out and mailed to name and address of the Grantee indicated on this Schedule A).

[] SCHEDULE B: Project Completion Certificate and Calculation of Unexpended Proceeds Form

If the project/activity has been completed, this Schedule must be submitted with the Grant Agreement.

This is the form that certifies to the Authority that the project has been completed in accordance with the requirements of the Grant Agreement. The attached original of this Schedule B must be executed by the Authorized Representative and submitted to the Authority within 10 days after the project has been completed. You will note that Schedule B includes the Calculation of Unexpended Proceeds Form. This Unexpended Proceeds Form must be filled out completely and accurately. **We strongly recommend that you immediately notify your contractor of this requirement as soon as possible so that it can assist you in completing Schedule B accurately.**

[] SCHEDULE C: Certification of Awarded Contracts

This document is a certification by the public entity of the award contracts for the project. Originals of this document must be executed by the Authorized Representative and returned with the Grant Agreement. Please note that copies of each awarded contract and of your resolution authorizing the award of same are to be attached by you to this Schedule C.

In addition, if the project includes more than one phase and you have not yet contracted out for all of them, then you must complete and submit to the Authority a separate Schedule C for each phase of the project as subsequently awarded.

**DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR
COMPLETING SAME (CON'T.)**

[] SCHEDULE D: Resolution

Schedule D contains a sample resolution for adoption by the public entity accepting the grant award and designating the Authorized Representative or Representatives that can execute the closing documents. The resolution must include:

1. the name of the program ("Hazardous Discharge Site Remediation Fund, Public Entity Grant Program"),
2. the amount of the grant, and
3. identity of the Authorized Representative who can execute the Grant Agreement and Schedules.

[] SCHEDULE E: Public Entity Project Status Summary Annual submission until completion..

Grantee must submit to the Authority a completed Schedule E attached hereto, no later than December 31st of each year until completion of the Project. Please be advised that grant proceeds related preliminary assessment or site investigation of a contamination site must be expended within two (2) years after the date of the award; and remedial investigation of a contaminated site shall be expended within five (5) years after the date of the award.

NOTE: FAILURE TO EXPEND AN AWARD OF FINANCIAL ASSISTANCE OR A GRANT FROM THE REMEDIATION FUND WITHIN THE TIME LIMITS SET FORTH HEREIN SHALL RESULT IN CANCELLATION OF THE AWARD.

[] Proof of Site Control

As required by law, the public entity must provide proof to the Authority it holds a tax sale certificate for the project property; or has acquired it through foreclosure or other similar means; or has passed a resolution or ordinance or other appropriate document to acquire the property, by voluntary conveyance for the purpose of redevelopment. To do so, you must enclose as part of the closing documents a certified copy of the public entity title or tax sale certificate or resolution acquiring the project property. (not applicable to projects in the Brownfield Development Areas or projects for recreation and conservation or for affordable housing.)

[] Tax Clearance Certificate

Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Grantee must complete and submit the Application for Business Assistance Tax Clearance to the Division of Taxation. The Authority requires a valid Tax Clearance Certificate no more than 180 days old on file with the Authority at the time of closing or the Grant shall not close.

Grants may only be awarded for real property on which there has been a discharge or a suspected discharge of a hazardous substance or hazardous waste.

**NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY**

**HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT**

P#44970
City of Asbury Park
Project Site: Asbury Park Fire Department
Grant Award: Up to \$67,500

P#44970
City of Asbury Park/Asbury Park Fire Department

Attachment: Grant Agreement 2018 HDSRF - City of Asbury Park - Asbury Park Fire Department (2019-85 : Authorizing T&M to conduct RI

HAZARDOUS DISCHARGE SITE REMEDIATION **PUBLIC ENTITY GRANT AGREEMENT**

GRANT AGREEMENT (the "Agreement") made and entered into by and between the New Jersey Economic Development Authority, a body corporate and politic constituting an instrumentality of the State of New Jersey (the "Authority") and City of Asbury Park, a New Jersey public entity (the "Grantee").

BACKGROUND STATEMENT

Pursuant to the provisions of Brownfields and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1, et seq., amending the Industrial Site Recovery Act, P.L. 1993, c.139, as amended from time to time (the "Act"), and pursuant to the regulations promulgated by the Authority thereunder, N.J.A.C. 19:31-8.1, et seq.(the "Regulations"), the Authority, in concert with the New Jersey Department of Environmental Protection (the "Department" or "DEP"), administers a financing program under which it makes grants from monies in the Hazardous Discharge Site Remediation Fund (the "Fund") to public entities for real property: 1) on which they hold a tax sale certificate; 2) that they have acquired through foreclosure or other similar means; or 3) that they have acquired, or have passed a resolution or ordinance or other appropriate document to acquire, by voluntary conveyance for the purpose of redevelopment. The site control requirement does not apply to projects located in a brownfield development area or projects seeking approval for remedial action matching grants for recreation and conservation or for affordable housing. The grant monies are used to fund all or a portion of the costs of performing preliminary assessments, site investigations, remedial investigations and/or remedial actions on such real properties. Notwithstanding the above, no grant shall be awarded: unless the public entity has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in that municipality or can demonstrate to the Authority that a realistic opportunity exists that the subject real property will be developed or redeveloped within a three-year period from the completion of the remediation.

Grants may only be awarded for real property on which there has been a discharge or suspected discharge of a hazardous substance or hazardous waste.

The Authority approved the award of a grant to Grantee in the amount of up to \$67,500 (the "Grant") for the Remedial Investigation along with report preparation of the Asbury Park Fire Department (the "Project").

1. THE GRANT

1.1. The Grant

The Authority agrees, upon the terms and subject to the conditions set forth herein, to make the Grant to the Grantee for the purposes set forth herein. The Grantee agrees to accept the Grant upon the terms and subject to the conditions set forth herein and pursuant to the Act and Regulations promulgated thereunder, and to use the proceeds of the Grant to finance the cost of the Project. The Grantee will only use the Grant for the purposes outlined in Schedule A for which the Grant was made and will adhere to all terms and conditions of the Grant Agreement and to the Act and the Regulations promulgated thereunder.

1.2. **Term of Agreement**

This Agreement and the respective obligations of the parties hereto shall be in full force and effect from the date hereof until the completion of the Project and all unused funds, if any, have been returned to the Authority in accordance with Section 4.1 & Schedule B, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the representations and covenants of Grantee in Sections 4.2 (Indemnification), 4.4 (Subrogation of Rights) and 5.2(c) (Agreement to Pay Attorneys' Fees and Expenses) of this Agreement shall survive expiration of the term or early termination of this Agreement.

2. **GRANTEE REPRESENTATIONS**

2.1. **Organization of Grantee**

The Grantee is a public entity of the State of New Jersey having the full legal right and authority to perform all of the undertakings of this Grant, to receive the Grant made hereunder, to execute and deliver this Agreement and to undertake and complete the Project.

2.2. **Authorization of Documents**

The execution, delivery and performance by the Grantee of this Grant Agreement and any other documents executed in connection with the making of this Grant:

- A. have been duly authorized by the Grantee and duly executed, attested and delivered by authorized officers of the Grantee, and all proceedings of the Grantee's governing body authorizing the Grantee to enter into this Grant Agreement have been duly and lawfully adopted in accordance with applicable law;
- B. do not and will not conflict with or violate any provision of law, any order of the court, or other agency of government;
- C. do not and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature other than any lien, charge or encumbrance which may be imposed on project site in connection with the awarding of this grant; and
- D. do not and will not result in the breach of the terms, conditions or provisions of any corporate restrictions or any evidence of indebtedness, agreement or instrument of whatever nature to which the Grantee is now a party or by which it is bound or constitute a default under any of the foregoing.

2.3. **Site Control, Eligibility**

Grantee represents that, as of the date of this Agreement:

- A. It either 1) holds a tax sale certificate on the Project Site; 2) acquired title to the Project Site through foreclosure or other similar means; or 3) acquired title to the Project Site, or passed a resolution, ordinance or other appropriate document to acquire title to the Project Site, through voluntary conveyance for the purpose of redevelopment. (Not applicable to projects in brownfield development areas or projects for recreation and conservation or for affordable housing.)
- B. There has been a discharge or there is a suspected discharge of a hazardous substance or hazardous waste on the Project Site.

- C. It has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in its municipality or can demonstrate to the Authority that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation. Evidence of the foregoing is set forth in Schedule D (in the event a resolution was adopted).

2.4. Pending Litigation

No litigation of any nature is now pending or threatened to restrain, enjoin, or invalidate the execution of this Agreement or the performance by Grantee of its covenants and obligation thereunder.

2.5. No Defaults

The Grantee is not presently in breach or default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or is otherwise bound.

2.6. Important Inducement

The availability of the Grant by the Authority as provided herein has been an important inducement to the Grantee to undertake the Project.

2.7. Use of Grant Monies

The Grant monies received by Grantee pursuant to this Agreement shall be used and applied by Grantee solely for the purpose of performing preliminary assessments, and/or site investigations, and/or remedial investigations and /or remedial actions on the Project Site in accordance with the scope of work approved by DEP.

It is specifically understood and agreed that funds approved for performing preliminary assessments and/or site investigations shall be expended within two (2) years after the date of the award; and funds approved for remedial investigation shall be expended within five (5) years after the date of the award. Failure to expend an award of financial assistance or a grant from the remediation fund within the prescribed time limits shall result in cancellation of the award. For the purposes of this Agreement, expended monies shall mean any grant funds disbursed by Grantor to Grantee for the Project Site in accordance with the scope of work approved by DEP.

2.8. Compliance with Act and Regulations

As of the date hereof, Grantee is in full compliance with all the terms, conditions and requirements of the Act and the Regulations.

2.9. Verification of Project Description

The description and summary of the Project as set forth in Schedule A hereof is true, complete and correct.

2.10. Licenses and Consents

All state, federal and county governmental consents, licenses, and approvals necessary or required to prosecute the Project to completion have been obtained and are in full force and effect.

2.11. Full Disclosure

All representations, statements, and warranties of the Grantee set forth in its application to the Department or any documents delivered to the Department or the Authority by the Grantee in connection with the Grant: (i) are true, correct and complete; (ii) do not contain any untrue statement of material fact; and (iii) contain all material facts necessary to make the statements contained therein not misleading or

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City of Asbury Park/Asbury Park Fire Department

incomplete. If at any time prior to the expiration or earlier termination of this Agreement, the Grantee becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or covenants herein made untrue or materially misleading or incomplete, the Grantee shall immediately notify the Authority in writing of such facts, occurrences, information, statements or events.

2.12. Authorized Representative

Any certification or other document that Grantee is required to execute and submit to the Authority pursuant to the terms of this Agreement shall be executed by a duly Authorized Representative.

3. DISBURSEMENT OF THE GRANT

3.1. Conditions Precedent to Disbursements

- A. Disbursement of Grant funds shall be subject to satisfaction of the following conditions precedent:
 - (1) approval by the Department of the work activities covered by such contracts, the cost of such work activities, and the amount of the Grant monies to be disbursed;
 - (2) approval by the Department of all previously performed work with respect to which Grant monies have already been disbursed to Grantee; and
 - (3) any applicable requirements under the Act or Regulations promulgated thereunder.
- B. Notwithstanding the foregoing: (1) no disbursement shall be made at any time that an Event of Default, as defined under Section 5.1, has occurred and is continuing under this Agreement; (2) Grantee's right to disbursement of Grant monies pursuant to this Section 3.1 shall be subject to any approvals required by the Department of the contract or contracts for which the requisition of Grant monies has been submitted; and (3) if the contract or contracts described in Schedule C includes work or activities outside the scope of the Project, then the Grant monies disbursed shall only be in the amount of the contract(s), or a portion thereof, representing the activities falling within approved scope of Project, as determined by the Department in its discretion.

3.2. Delivery of Documents

All documents required to be submitted to the Authority as a condition precedent to disbursement of the Grant shall be furnished to the Authority at its office at the address set forth in Section 6.2.

3.3. Disbursement of Grant Monies

The Authority shall, after receipt of all documents completed and, in the form required, disburse the Grant monies by check via U.S. certified return receipt mail to the Grantee at the address of the Grantee set forth on Schedule A.

4. COVENANTS OF THE GRANTEE

4.1. Project Completion; Repayment of Unexpended Proceeds

A. Within ten (10) business days of completion of the Project, the Grantee shall submit to the Authority Schedule B, "Project Completion Certificate" and the "Calculation of Unexpended Proceeds Form", which shall be completed and executed by Grantee, together with a check payable to the Authority in the amount of any such unexpended proceeds.

B. The Grantee shall submit to the Authority a completed Schedule E attached hereto no later than December 31st of each year until completion of the Project.

4.2. Indemnification

To the fullest extent permitted by law, the Grantee will indemnify, defend and hold harmless the Department and the Authority and their respective members, officers, employees and agents ("Indemnified Party") against any and all liability, loss, cost, damage, claims, judgment or expense of any kind the Indemnified Party may incur by reason of any claim, suit or action based upon personal injury, death or damage to property arising out of the Grantee's construction, acquisition, installation, operation, or ownership of the Project or Project Site or arising or purportedly arising from this Grant Agreement or any transaction contemplated thereunder.

4.3. Diligent Prosecution

Grantee shall diligently prosecute the Project to completion and shall cause such Project to be performed in a worker-like fashion.

4.4. Subrogation of Rights

To the extent provided in the Act, the Grantee subrogates to the Department all rights it has or may have to recover Remediation Costs, as defined in the Act and Regulations, from the discharger or other liable parties. Grantee covenants that it has not relinquished, impaired, or waived, and shall not relinquish, impair or waive any right to recover the costs of remediation against any insurance carrier, discharger or person in any way responsible for a hazardous substance pursuant to N.J.S.A 58:10-23.11(g).

4.5. Compliance; Inspection

Grantee agrees that it shall provide to the Authority and the Department, as necessary or upon request, evidence that the Grant is being spent for the purpose for which it was made and evidence that it is adhering to all of the terms and conditions of the Agreement, the Act and Regulations. Grantee further agrees that it shall provide to the Authority, the Department, and their agents, access at reasonable times to the Project Site to determine compliance with the terms and conditions of the Agreement.

4.6. No Assignment

Grantee agrees that it shall not assign this Agreement, nor the Grant made hereunder, for any reason without the prior written consent of the Authority.

5. DEFAULT

5.1. Event of Default

Any one or more of the following events shall constitute an event of default of the Grantee hereunder (an "Event of Default"):

- A. Except as otherwise provided herein, failure of the Grantee to comply with any terms, covenants, promises or conditions set forth in this Agreement within thirty (30) days after notice of such failure shall be given to the Grantee by the Authority. If the failure of a condition is of such a nature that it cannot be corrected within thirty days of receiving notice, it shall not constitute an Event of Default if: (1) corrective action capable of remedying such failure in the sole opinion of the Authority is instituted by the Grantee within said thirty (30) day period and diligently pursued until the failure is corrected in the sole opinion of the Authority; and (2) the Grantee shall have certified to the Authority prior to the end of said thirty (30) day period and the Authority in its sole discretion agrees that said failure is such that it can be corrected, but not within said thirty (30) day period.
- B. Any representation or warranty made by the Grantee herein, or in any report, certificate, or financial statement furnished in connection with this Agreement, or any of the Schedules attached hereto, shall prove to have been false, incorrect, or misleading in any material respect on the date as of which made.
- C. The occurrence of an Event of Default under any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.
- D. The Grantee is in violation of an administrative or judicial order, judgment, or consent agreement regarding violation or threatened violation of an environmental law regarding the Project Site, unless the violation, fee, penalty or assessment is currently being contested by the Grantee in a manner prescribed by law or unless the violation resulted from a lack of sufficient money to perform the required remediation activities.
- E. The Grantee violates the provisions of a duly recorded Deed Restriction in the case of a grant for remedial action for a project involving the redevelopment of contaminated property for recreation or conservation purposes.
- F. The Grantee fails to expend funds approved to perform preliminary assessments and/or site investigations within two (2) years after the date of the award; and/or the Grantee fails to expend funds approved for remedial investigation within five (5) years after the date of the award, no further moneys will be disbursed and the award cancelled.

5.2. **Remedies**

- A. Available Remedies
Upon the occurrence of an Event of Default, the Authority may exercise one or more of the following remedies:
 - (i) terminate the Grant Agreement;
 - (ii) require the return of all unspent proceeds of the Grant and the repayment of all proceeds of the Grant spent by the Grantee, such repayment to be made within 10 days after receiving notice of the default from the Authority;
 - (iii) avail itself of all other legal or equitable remedies provided in law or equity. This includes, without limitation, the right to obtain injunctive relief or specific performance. If injunctive relief is sought, Grantee waives the requirement of posting bond.

- B. No Remedy Exclusive
No remedy herein conferred or reserved by the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power nor shall same be construed to be a waiver thereof, but any such right or power may be exercised from time to time as often as deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this section, it shall not be necessary to give notice, other than such notice specifically required in Section 5 hereof.
- C. Agreement to Pay Attorneys' Fees and Expenses
In the event the Grantee should default under any of the provisions of this Agreement and the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of any obligation on the part of the Grantee herein contained, the Grantee agrees that it will, on demand, pay to the Authority the reasonable attorneys' fees and other expenses incurred by the Authority whether or not a lawsuit is brought.
- D. No Additional Waiver Implied by One Waiver
In the event any agreements contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

6. MISCELLANEOUS

6.1. Limitation of Liability of Authority

In the event of default, there shall be no other recourse for damages by the Grantee against the Authority, its officers, members, agents and employees, or any of the property now or hereafter owned by it or them.

6.2. Notices

Notice hereunder shall be given in writing by personal service, by recognized overnight mail service or by certified or registered mail, return receipt requested.

If to the Authority: New Jersey Economic Development Authority
 36 West State Street
 PO Box 990
 Trenton, New Jersey 08625-0990
 Attention: Underwriting
 Re: Hazardous Discharge Site Remediation Public Entity Grant
 Program

If to the Grantee: As set forth on the attached Schedule A

Notices given by personal service shall be effective upon receipt. Notices given by recognized overnight mail services shall be effective upon receipt. Notices given by mail shall be deemed effective three (3) business days after the date mailed.

6.3. Severability

If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceable portion, and such prohibition or unenforceable shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Agreement.

6.4. Applicable Law

This Agreement shall be deemed to be a contract made in New Jersey and governed by New Jersey law.

6.5. Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and the terms "Authority" and "Grantee", where the context requires, include the respective successors and assigns of such persons. The DEP shall be deemed a third party beneficiary of this Agreement.

6.6. Amendments

This Agreement may not be amended except by an instrument in writing signed by the parties.

6.7. No Warranty of Condition or Suitability by Authority

The Authority makes no warranty, either express or implied, as to the condition of the Project or any part thereof or that they will be suitable for the Grantee's purposes or needs. The Grantee acknowledges and agrees that the Authority is not a dealer in property of such kind, and that the Authority has not made, and does not hereby make, any representation or warranty or covenant with respect to the fitness for a particular purpose, condition or suitability of the Project in any respect or in connection with, or for the purposes and uses of the Grantee or its tenants.

6.8. Further Assurances

The Authority and the Grantee shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required for carrying out the intention of or facilitating the performance of this Agreement.

6.9. Headings

The captions or headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

6.10. Sole Agreement

This contract represents the entire and complete agreement between these parties with respect to the Grant set forth herein.

6.11 Counterparts

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

6.12. Contractual Liability Act

The rights and remedies of the Grantee under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the provisions of which are hereby incorporated herein by reference in their entirety.

6.13 Executed Contract.

Grantee agrees to provide both the Authority (Underwriting, P.O. Box 990, Trenton, New Jersey 08625 and DEP (P.O. Box 413, Trenton, New Jersey 08625) within 120 days of the date of this Agreement, a copy of the executed contract for the scope of work for which this Grant is being made.

6.14 No Assignment

Recipient may not assign or transfer the whole or any part of this Agreement.

6.15 Cross Default

It is specifically understood and agreed that this Grant is cross-defaulted with any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed and delivered as of the date and year set forth below.

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

WITNESS:

By: _____

By: _____

Arlene M. Clark
Director
Closing Services

Date: _____

[SEAL]

CITY OF ASBURY PARK

ATTEST:

By: _____

By: _____

John Moor
Mayor

Date: _____

P#44970
City of Asbury Park
Project Site: Asbury Park Fire Department
Grant Award: Up to \$67,500

P#44970
City of Asbury Park/Asbury Park Fire Department

Attachment: Grant Agreement 2018 HDSRF - City of Asbury Park - Asbury Park Fire Department (2019-85 : Authorizing T&M to conduct RI

List of Attached Schedules

Schedule A-Project Description

*Schedule B-Project Completion Certificate and Calculation of Unexpended
Proceeds Form*

Schedule C-Certification of Awarded Contracts

Schedule D-Resolution (sample)

Schedule E-Public Entity Project Status Summary

SCHEDULE A**PROJECT DESCRIPTION****HAZARDOUS DISCHARGE SITE REMEDIATION FUND – PUBLIC ENTITY GRANT PROGRAM*****IT IS THE RESPONSIBILITY OF THE GRANTEE TO VERIFY THE FOLLOWING INFORMATION.*****NJEDA APPLICATION NUMBER: P44970****Related Application Number: n/a****NAME OF GRANTEE (RECIPIENT)**: City of Asbury Park****Authorized Representative (Mayor): The Honorable John Moor**

Contact: Michael Capabianco, City Manager
 One Municipal Plaza
 Asbury Park, NJ 07712 732-775-2100
 Mihcael.Capabianco@cityofasburypark.com

CONSULTANT FIRM NAME: T&M Associates
 Michael Heumiller, LSRP
 40 Monmouth Park Highway, Suite 2
 West Long Branch, NJ 07764
 732-676-1731
mheumiller@tandmassociates.com

PROJECT SITE NAME: Asbury Park Fire Department
 800 Main Street
 Asbury Park, NJ 07712
 County: Monmouth
 Block: 2602 Lot: 13

ESTIMATED DEP PROJECT COSTS: **Remedial Investigation:** Up to \$67,500

TOTAL COSTS Up to \$67,500

TOTAL GRANT AWARD: Up to \$67,500**AUTHORIZED USE OF GRANT PROCEEDS:**

Finance Preliminary Assessment and/or Site Investigation and/or Remedial Investigation and/or Remedial Action

AUTHORIZED PROJECT DESCRIPTION/SCOPE: Remedial Investigation**** Grant Proceeds will be made out & Mailed to the Grantee at this address****Page 1 of 2**

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City of Asbury Park/Asbury Park Fire Department

Attachment: Grant Agreement 2018 HDSRF - City of Asbury Park - Asbury Park Fire Department (2019-85 : Authorizing T&M to conduct RI

P#44970
 City of Asbury Park
 Project Site: Asbury Park Fire Department
 Grant Award: Up to \$67,500

SCHEDULE B

PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of Grantee, City of Asbury Park I make this statement pursuant to Section 4 of the Agreement, by and between Grantor, the New Jersey Economic Development Authority and Grantee, dated as of [insert same date as date in Agreement]. (All undefined terms used herein shall have the same meaning ascribed to them in the Agreement).
2. The Project was completed as of _____. (date)
3. The Project is being operated as an authorized "Project" under the Act and as substantially as proposed in the Application. The Grant proceeds were used only for the purposes for which the Grant was made, and the Grantee has adhered to all terms and conditions of the Agreement.
4. Enclosed is a check for unexpended Grant proceeds, if any as determined under the attached Calculation of Unexpended Proceeds Form, payable to the Authority in accordance with Section 4.1 of the Agreement.

(Signature): _____

Name (Print): _____

Date: _____

Title: _____

Forward to the NJ Economic Development Authority at the below address the executed Project Completion Certificate along with a check, payable to the NJEDA, for unexpended funds, if any, in the amount calculated on the **CALCULATION OF UNEXPENDED PROCEEDS FORM attached.**

New Jersey Economic Development Authority
 Underwriting
 Attn: Kathy Junghans, Finance Officer
 kjunghans@njeda.com

This Project Completion Certificate may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.

P#44970
 City of Asbury Park/Asbury Park Fire Department

SCHEDULE B**PROJECT COMPLETION CERTIFICATE (CONT'D.)****CALCULATION OF UNEXPENDED PROCEEDS FORM**

DATE PROJECT COMPLETED: _____

The following actual approved project costs have been paid:

NJ DEP Oversight (actual dollars invoiced):	\$ _____
Preliminary Assessment	\$ _____
Site Investigation	\$ _____
Remedial Investigation	\$ _____
Remedial Action	\$ _____
Contingency	\$ _____
Other costs (Itemize)	\$ _____

(A) Total Project Costs Paid: \$ _____**(B) Project Grant Amount (from Schedule A)** \$ _____**Amount to be Remitted to NJEDA (B) – (A)** \$ _____

Kindly make checks payable to the “New Jersey Economic Development Authority” or “NJEDA” and returned with the Project Completion Certificate. Should you prefer to wire the unexpended funds instead you may do so by using the following instructions:

Wells Fargo Bank, N.A.
1 West State Street
Trenton, NJ 08608

ABA #121 000 248

ACCT # 2100009100456

New Jersey Economic Development Authority
36 West State Street
P.O. Box 990
Trenton, NJ 08625

Re: _____ Fee
(type of fee)

_____ (P _____)
(Project Name) (Project #)

This Project Completion Certificate may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.

P#44970
City of Asbury Park/Asbury Park Fire Department

P#44970
 City of Asbury Park
 Project Site: Asbury Park Fire Department
 Grant Award: Up to \$67,500

SCHEDULE C CERTIFICATION OF AWARDED CONTRACTS

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of the Grantee.
2. As of the date noted below, Grantee has awarded contract(s) to the contractors listed below for preliminary assessment (PA), site investigation (SI), remedial investigation (RI), or remedial action (RA) of the "Project" defined in Schedule A of the Agreement.
3. Listed below are the contracts awarded. **Copies of said contracts are attached hereto and made a part of this certification.**
4. **Attached hereto are certified copies of each resolution(s) awarding such contract(s).**
5. All terms not defined herein shall have the means ascribed to them in the defined in the Agreement, to which this Schedule C is attached, and which was entered into by and between Grantor and Grantee.

Name of Contractor	Nature of Contract (PA, SI, RI, RA)	Date of Contract Award	Amount of Contract
1. T&M Associates	RI	2/13/2019	\$ 67,500.00
2.			
3.			
4.			
5.			
-----	-----	TOTAL	\$ 67,500.00

Authorized Representative

(Signature): _____

Name(Print): _____

Dated: _____

Title: _____

P#44970
 City of Asbury Park/Asbury Park Fire Department

SCHEDULE D**SAMPLE RESOLUTION**

A RESOLUTION ACCEPTING A GRANT FROM THE
HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM
THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
AND THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, City of Asbury Park has applied for and has been awarded a grant in the amount of up to \$67,500 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for remedial investigation along with report preparation of the Asbury Park Fire Department property;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Asbury Park that the above referenced grant is hereby accepted and the (Mayor, Administrator, etc.) is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the City of Asbury Park.

BE IT FURTHER RESOLVED that a comprehensive plan exists specifically for the development or redevelopment of contaminated or potentially contaminated real property in the host municipality or that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority.

[SEAL]

Date Adopted by (Council/Committee): _____

Attest:

Clerk

(Council President/Mayor)

P#44970
City of Asbury Park/Asbury Park Fire Department

SCHEDULE E
Hazardous Discharge Site Remediation Fund (HDSRF)

Public Entity Project Status Summary

Public Entity: _____ Latest Project #: _____

Site Name: _____ Site Location: _____

Size of Site: _____ Current Zoning of Site: _____

Who owns the site: Public Entity Redeveloper Private Other

Contact: _____ County: _____

Address: _____

Phone: _____ Fax: _____

Latest Application Closing Date: _____ Total grant funding to date: _____

Has the Preliminary Assessment (PA), Site Investigation (SI) and Remedial Investigation (RI) studies been completed? If not, what is the status of the work?

	Yes	No	
PA	—	—	_____
SI	—	—	_____
RI	—	—	_____

Does the site have contamination? Yes / No If **yes**, describe _____

Has the site been remediated? Yes / No If **no**, when will it be done _____

What are the projected cleanup costs? (Please circle estimated costs)

0-\$100,000 **\$100,000 -\$ 500,000** **\$500,000 -\$1,000,000** **\$1,000,000 & over**

How was the site used previous to contamination? _____

Has the site been redeveloped? Yes / No If **yes**, what is the current use? _____

If the site **has not been** redeveloped, what are the plans for redeveloping the site? _____

_____.

^NAME OF MUNICIPALITY OR REDEVELOPMENT AGENCY

By: _____

Title: _____

Date: _____

New Jersey Economic Development Authority
Underwriting
Attn: Kathy Junghans, Finance Officer
kjunghans@njeda.com

This Public Entity Project Status Summary may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.



ASPKOH-16002

February 4, 2019

Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

RE: Proposal for Additional Remedial Investigation
Asbury Park Fire Dept.
800 Main Street
Block 2602, Lot 13
City of Asbury Park, Monmouth County, New Jersey
SRP PI 015515
NJDEP Case #94-09-19-1357-53

Dear Mr. Capabianco:

In accordance with the Hazardous Discharge Site Remediation (HDSRF) application approved by the New Jersey Department of Environmental Protection (NJDEP), T&M Associates (T&M) has prepared the following Scope Of Work (SOW). This proposal has been prepared to perform additional Remedial Investigation (RI) activities required to further investigate and fully delineate known soil and groundwater contamination identified at the Asbury Park Fire Dept. (Site), located at 800 Main Street, Asbury Park, Monmouth County, New Jersey. The proposed additional RI activities is based on the results of the previous investigations by others and various NJDEP Notice of Deficiency correspondences.

The goal of the additional RI is to attempt to fully delineate the extent of the soil and groundwater contamination and develop an appropriate remedy to address the same and be protective of human health and the environment. In addition, the investigation will also further evaluate the potential that groundwater impacts at the Site are migrating on-Site from a known upgradient off-site source.

SCOPE OF WORK

The following is the proposed SOW to be performed to further investigation the known soil impacts at the associated with the former 1,000-gallon leaded gasoline underground storage tank (UST). In addition, the investigation will also further evaluate groundwater impacts at the Site that may be migrating on-Site from a known upgradient off-site source.

Attachment: ASPKOH-16002_Asbury Park Fire Dept-HDSRF_2-4-19 (2019-85 : Authorizing T&M to conduct RI services at the Fire House)



Task No. 1 – LSRP Project Review, Site Inspection and Administration/Management Services

T&M's License Site Remediation Professional (LSRP) of record for the Site will review the existing environmental reports and any other relevant information pertaining to previous assessment and investigations performed by others to certify that all investigate activities were in accordance with the applicable regulatory requirements. T&M's LSRP will also review the existing environmental reports for the potential off-site sources (e.g., Citgo Service Station [Case #00-04-12-1536-06] and the Former Asbury Park Rid-Aid [Case #00-12-04-1026-13]) associated with the impacted groundwater at the site. T&M's LSRP will perform a Site visit to determine existing conditions.

T&M's LSRP will provide management services throughout the duration of these proposed items to inspect, observe and report on the various remedial activities to be conducted at facilities, which will include coordination with the City of Asbury Park, NJDEP and subcontractors, scheduling of field personnel, and sampling and laboratory testing services. In addition, T&M's LSRP will be responsible for field verification of all work completed and thorough review of all submittals to the NJDEP under the LSRP program.

Task No. 2 – Preparation of Public Participation Plan

A public participation plan is required for sites that are subject to NJDEP Direct Oversight and must be submitted to the NJDEP for approval pursuant to the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C-14). The public participation plan should include at a minimum:

- Establishing and maintaining a mailing list. The list should include:
 - Owners and tenants within 200 feet of the property boundary;
 - The municipal clerk of each municipality in which the site is located;
 - The county health department and the local health agency;
 - Local news media interested in receiving information about the site, if applicable;
 - Names from sign-in sheets from any public meeting regarding the Site; and,
 - NJDEP, Office of Community Relations.

T&M with assistants from the City of Asbury Park (City) will prepare a public participation plan to provide basic site information and solicit community input in advance of requesting access to conduct investigation activities or potable well or vapor intrusion sampling. Informing the public early will allow the City and T&M's LSRP to deliver a message that is clear and consistent.

Task No. 3 – Updated Receptor Evaluation

Since soil and groundwater impacts have been identified at Site, an updated Receptor Evaluation (RE) is required to perform and submit in accordance with N.J.A.C. 7:26E-1.12 through 1.16 with each key document. The updated RE will include the following:



- **On-site and Surrounding Property Use (N.J.A.C. 7:26E-1.13):** T&M will identify usage at the Site and surrounding properties within 200 feet of the Site boundary including residences, schools or child centers, parks, playgrounds, or other recreation areas. In addition, municipalities within 200 feet of the Site will also be contacted to confirm if there are any proposed changes in land use.
- **Ground Water Use (N.J.A.C. 7:26E-1.14):** Since groundwater contamination has been identified at the Site, T&M will conduct an updated well search through a file search of all available NJDEP, county, and local records for monitoring and potable wells within a one-half mile radius of each point of groundwater contamination and all irrigation, industrial, and other wells with water allocation permits located within one mile radius of each point of groundwater contamination. If wells are identified within the specified radius, a door-to-door survey may need to be completed. For this proposed scope of work, a door-to-door survey is not anticipated. Additionally, copies of well records and/or well logs on file with the NJDEP Bureau of Water Systems and Well Permitting, as well as available county or municipal records, shall be obtained to locate and identify the type and status of the well.
- **Vapor Intrusion (N.J.A.C. 7:26E-1.15):** T&M will review all available analytical data as well as evaluate Site conditions pursuant to N.J.A.C. 7:26E-1.15(a) to determine the need for additional VI investigation services. If it is determined that additional VI investigation is required, T&M has prepared a SOW (see **Task No. 6** below) and cost estimate for the additional VI investigation.
- **Ecological Evaluation (N.J.A.C. 7:26E-1.16):** T&M will perform an Ecological Evaluation (EE) pursuant to N.J.A.C. 7:26E-1.16. The EE will identify any contaminants of ecological concern that may impact sediment, surface water, and soil; any sensitive natural resources within the Site boundaries and immediately adjacent properties; and any potential contaminant migration pathways to any environmentally sensitive natural resources that might be attributed to Site contamination. The EE will also present recommendations for further ecological investigation, if necessary.
- **Reporting:** Upon completion of the updated RE activities presented above, T&M will prepare the updated Receptor Evaluation Form for submittal to the NJDEP along with the Remedial Investigation Report (RIR).

Task No. 4 – Additional Soil Investigation

Based on the results of the previous Site Investigation (SI) and RI activities performed at the Site, further investigation is required to attempt to determine the extent of the soil impacts at the Site both in the unsaturated and saturated zones. T&M proposes to advance a total of fourteen (12) soil borings stepping out from the previous boring locations to attempt to determine the horizontal and vertical extent of the soil impacts. In addition, two (2) borings will be advanced to attempt to delineate the vertical extent of soil impacts identified in previous soil samples SSS-2C and SSS-20D.



Up to two (2) soil samples will be collected from each boring (a total of twenty-eight [28] soil samples) and submitted to a New Jersey Certified Laboratory for Target Compound List (TCL) volatile organics plus a search of fifteen (15) additional non-targeted compounds (VO+15). All soil samples will be analyzed on a standard turn-around-timeframe of two (2) weeks.

Task No. 5 – Additional Groundwater Investigation

To further investigate the groundwater contamination at the Site, temporary well points and additional permanent groundwater monitoring wells will be installed to confirm groundwater flow, hydraulic conductivity and other required data required to demonstrate that the groundwater contamination is migrating from an off-site source and not associated with the former 1,000-gallon leaded gasoline UST:

Task No. 5A: Temporary Well Installation and Sampling

T&M proposes the installation of up to eight (8) temporary well points by a New Jersey licensed well driller during the additional soil investigation (Task No. 4). The temporary well points will be utilized to define the extent of the plume and to further evaluate the groundwater conditions at the Site and surrounding areas. One groundwater sample will be collected from each temporary well point. The groundwater samples will be analyzed for TCL VO+15 and lead (filtered and unfiltered).

A field quality assurance program consisting of field and trip blank samples will be implemented to demonstrate the integrity of the decontamination procedures and assess any potential contamination encountered during the handling and shipment of the samples to the analytical laboratory.

Standard chain of custody procedures will be implemented to track the samples. All groundwater samples will be analyzed on a standard turnaround timeframe of two (2) week.

Task No. 5B: Monitoring Well Installation

Based on the results of Task 4A above, a total of three (3) additional permanent groundwater monitoring wells will be installed. The proposed new monitoring wells will be installed and properly developed by a New Jersey licensed well driller. Based on the known depth to groundwater at the Site, the new monitoring wells will be installed to a depth of approximately 15 to 20 feet.

The existing four (4) wells and three (3) newly installed monitoring wells will be surveyed by a New Jersey licensed land surveyor and the necessary NJDEP Forms A and/or B will be provided. In addition, all drill cuttings and purged groundwater will be drummed and properly disposed of offsite. T&M anticipates eight (8) drums of drill cuttings and purged groundwater will be generated. The cost associated with the disposal of the eight (8) drums as Non-Hazardous is included in this proposal.

Task No. 5C: Monitoring Well Gauging and Sampling

T&M will collect quarterly groundwater samples for a period of one year from all seven (7) wells at the Site. During the groundwater sampling, field testing for geochemical parameters (i.e., dissolved oxygen, pH, temperature, redox potential, conductivity, etc.) and measure floating product thickness (if present)



will be performed. Groundwater samples will be placed in laboratory prepared sample jars and submitted to a New Jersey Certified Laboratory for TCL VO+15 and lead.

A field quality assurance program consisting of field and trip blank samples will be implemented during each sampling event to demonstrate the integrity of the decontamination procedures and assess any potential contamination encountered during the handling and shipment of the samples to the analytical laboratory.

Standard chain of custody procedures will be implemented to track the samples. All groundwater samples will be analyzed on a standard turnaround timeframe of two (2) week.

Task No. 5D: Slug Test

T&M will perform rising-head slug tests to confirm the previous determined hydraulic conductivity of the aquifer underlying the Site pursuant to N.J.A.C. 7:26E-4.3(a).

To evaluate Site-specific aquifer characteristics, including groundwater velocity and contaminant migration rates, three (3) of the monitoring wells will be tested utilizing hydrologic transducer devices placed within the selected wells. All data collected during the aquifer tests will be evaluated. The results of the slug tests will be utilized to complete contaminant fate and transport modeling and determine the duration for monitored natural attenuation for the groundwater plume and possibility establishing a CEA, if determined that the groundwater plume is associated with the former 1,000-gallon leaded gasoline UST.

Task No. 5E: Contaminant Fate and Transport Modeling

T&M will establish fate and transport modeling based on the results of the groundwater sampling program to evaluate the extent of dissolved groundwater impacts (plume) and to compare the degradation predictions to existing data.

Task No. 6 – Additional Vapor Intrusion Investigation (If Necessary)

In 2009, T&M completed a vapor intrusion (VI) investigation within the building to evaluate whether the VOC contamination identified in the groundwater is impacting the soil gas beneath the building and the indoor air quality within the building. A total of one (1) sub-slab soil gas sample, three (3) indoor air samples and one (1) ambient air sample were collected.

The laboratory analytical results indicated that benzene was detected in the indoor air samples above the Indoor Air Screening Levels (IASL), but was not detected in the sub-slab soil gas sample. Since the sub-slab soil gas soil was below the NJDEP Soil Gas Screening Levels (SGSL), no further investigation was required at that time.

Since the VI investigation in 2009, the IASL and SGSL standards have changed. T&M proposes to re-evaluate the previous VI investigation results to determine if any targeted analytes detected exceeds the current IASL and/or SGSL. In addition, T&M will compare the results of the proposed additional



groundwater sampling results to the Groundwater Screening Levels to determine if the results of the proposed additional groundwater investigation triggers a new VI investigation. If a new VI investigation is required, T&M proposes the following:

Indoor Air Sampling

T&M will re-evaluate the potential impacts to indoor air quality because of VOC vapors emanating from the VOC groundwater plume migrating beneath the Site. Specifically, our scope of services will be to:

- Collect three (3) indoor air samples utilizing six-liter capacity stainless steel canisters equipped with a programmed regulator suitable for sample collection over a time period of 24 hours.
- Perform laboratory chemical analysis for VOCs in accordance with the requirements of USEPA Method Low-Level (LL) TO-15 at an NJDEP certified laboratory. Standard chain-of-custody procedures will be implemented to track the sample.

Soil Gas Sampling

T&M will collect sub-slab soil gas samples beneath the basement area and slab-on grades sections. To avoid the potential for cross-contamination, the soil gas sample will be collected upon conclusion of the indoor air sample (next day). Specifically, our scope of services will be to:

- Install three (3) temporary sample points that will be utilized to collect the soil gas sample within the sampling area (beneath the floor slab). One borehole measuring approximately 3/8-inch in diameter will be advanced through the concrete slab, extending 3 inches into the sub-slab soil. Following this, the top 1-inch of the hole will be over-drilled to a diameter of about 1 inch. This will facilitate an appropriate seal between the inert tubing that will be wrapped with a Teflon tape and the temporary sample point.
- Connect the sub-slab soil gas sampling points to a "T" fitting. The "T" fitting will be equipped with valves to enable separate soil gas flow paths. A pump will be connected to one end of the "T" fitting and the other end will be connected to an evacuated stainless steel canister, utilizing inert tubing.
- Purge the sample train. A volume of air that is equal to 3 times the volume of the inert tubing will be drawn using a pump. The rate at which the sample train is purged will be monitored to ensure it does not exceed 200 mL/min.
- Collect the soil gas samples utilizing laboratory certified six-liter stainless steel canisters equipped with pre-set regulators. The regulators will be configured to sample at a draw rate of 200 mL/min (30 minutes sampling time).



- Perform laboratory chemical analysis for VOCs in accordance with the requirements of USEPA Method LL TO-15 at the NJDEP certified laboratory. Standard chain-of-custody procedures will be implemented to track the sample.
- Perform field quality control procedures by utilizing tracers (e.g., iso-propanol, helium, butane, sulfur hexafluoride, or difluoroethane) to monitor for potential leaks in the sampling train.
- At the completion of the sub-slab soil gas sampling the Site concrete floor will be restored to the original condition by patching the hole with cement.

Background Contamination Investigation

T&M will re-assess the impacts of background contaminant sources to the indoor air quality. To accomplish this, T&M will collect one (1) ambient (outdoor) air sample utilizing a six-liter stainless steel canister equipped with a programmed regulator suitable for sample collection over a time period of 24 hours. This sample will be collected to evaluate the influence of outside air on the indoor air quality. Additionally, chemical analysis for VOCs will be completed in accordance with the requirements of USEPA Method LL TO-15 at a NJDEP certified laboratory. Standard chain-of-custody procedures will be implemented to track the sample.

Task No. 7 – Preparation of Remedial Investigation Report / Remedial Action Workplan (RIR/RAWP)

Upon completion of the proposed SOW presented above, T&M will prepare an RIR/RAWP detailing the additional RI activities completed by T&M and the activities previously completed by others in accordance with the N.J.A.C. 7:26E and the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C). In addition, the RIR/RAWP will also propose remedial action to address the impacted soil and groundwater at the Site. In addition, T&M will prepare the required documents (CEA/Well Restriction Area [WRA] Fact Sheet Form, figures, etc.) to establish a CEA for groundwater if determine the former 1,000-gallon leaded gasoline UST is a source.

T&M's LSRP, in accordance with SRRA, will prepare and submit the following required NJDEP forms associated with the activities completed as part of the RI activities, including but not limited to:

- Authorization to Submit a Remedial Phase Report Form;
- Case Inventory Document (CID) Worksheet;
- Updated Receptor Evaluation Form;
- Remedial Investigation Report Form (online);
- Remedial Action Workplan Form (online);
- Alternative or New Remediation Standard and/or Screening Level Application Form, if necessary, and;
- CEA/ WRA Fact Sheet Form.



NOTE: If during the proposed RI activities above, the extent of the soil and/or groundwater impacts have not been fully delineated, then further investigation will be required and the RIR/RAWP cannot be prepared.

FEE SUMMARY

The total fee for the above described SOW is estimated at **\$67,500.00** and is itemized per the seven (7) tasks as follows:

1. LSRP Project Review, Site Inspection and Admin/Mgt Services	\$ 3,450.00
2. Public Participation Plan	\$ 2,000.00
3. Updated Receptor Evaluation	\$ 3,550.00
4. Additional Soil Investigation	\$14,000.00
5. Additional Groundwater Investigation	\$33,050.00
6. Vapor Intrusion Investigation (If Necessary)	\$ 5,675.00
7. Preparation of RIR/RAWP	\$ 5,775.00

The above costs include T&M labor hours billed in accordance with our 2018 General Engineering contract and rate schedule as well as sub-consultant and sampling costs. The total project cost shall not exceed the total of **\$67,500.00** without additional authorization to proceed.

CITY RESPONSIBILITIES

The City shall provide all information in its possession, custody, or control that may relate to the services to be performed by T&M at the site.

The City shall be fully responsible for obtaining the necessary authorization to allow T&M, its agent, subcontractors, and representative to have access to the site and structures thereon at reasonable times throughout the term of this agreement, and shall set up interviews with designated appropriate representatives of the site.

The City shall be responsible for making arrangements to allow its other consultants to be available to T&M for consultation regarding proper coordination of the project.

LIMITATIONS

This proposal does not include environmental investigations beyond what is presented. T&M will rely on the accuracy of any information submitted to us by the City in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us. In the event that our activities indicate areas of significant health, safety, or environmental concern, the scope of work outlined above may need to be expanded as appropriate.

T&M shall be responsible only for its activities and that of its employees on the Site. Neither the professional activities nor the presence of T&M or its employees or subcontractors on a Site shall imply that T&M controls the operations of others.



In the event that any condition is observed by T&M that warrants a notification to the NJDEP, in accordance with 7:1E-5.3 and/or N.J.A.C. 7:26E-1.4, T&M will notify the City prior to notification to the NJDEP, if required.

This proposal does not include any offsite sampling, the sampling and/or evaluation of the Site and/or the structures on or adjacent to the Site for structural assessments, asbestos, radiological/radon, lead-based paint, evaluation of potentially impacted concrete intended for recycling, development permitting, wetlands or methane gas.

Utilities will be identified by the NJDEP-certified contractor retained by T&M by contacting the New Jersey One Call Service. The City will be responsible for the identification of all on-site utilities not identified by the New Jersey One Call service. It is understood and agreed that T&M is not responsible for marking out any underground features or structures. The City must clearly mark any private utility lines or laterals, either by private utility mark-out or using facility as-built drawings and Site knowledge. Relocation of utilities is not included in this cost proposal, and for proposal purposes it is assumed that no underground utilities will interfere with the drilling or soil remedial operations.

CLOSING

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope, sequence or fees as indicated at 732.676.1731, or via email to mheumiller@tandmassociates.com.

Very truly yours,

T&M ASSOCIATES

Christine A. Ballard, PE
Vice President/Group Manager

Michael K. Heumiller, LSRP
Principal Environmental Scientist

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RESOLUTION NO. 2019-86

**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, January 17, 2019 for the receipt of bids for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant; and

WHEREAS, five bids were received on Thursday, January 31, 2019 and reviewed by the Director of Purchasing; and

WHEREAS, it has been determined that JCI Jones Chemical, Inc. submitted the lowest responsible bid in accordance with the bid specifications with year one at fifty thousand four hundred, (\$50,400.00) and year two at fifty-four thousand six hundred, (\$54,600.00); and

WHEREAS, it is the desire of the governing bid to award a contract for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant for a period of two years; and

WHEREAS, there are sufficient funds in the Sewer Operating Budget to cover the cost of this contract for 2019 and funds will be provided for in the future budget as needed.

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Fund Account 9-07-55-502-000-230; and 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 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, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2019-86 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

City of Asbury Park
SUPPLYING LIQUID SODIUM HYPOCHLORITE TO THE WASTE WATER TREATMENT PLANT
Thursday, January 31, 2019
11:30 AM

	BIDDER NAME					
	Kuehne Chemical Company 86 N Hackensack Ave Kearny, NJ 07032-4673	Main Pooland Chemical Co 110 Commerce Road Dupont, PA 18641	JCI Jones Chemical Inc 1765 Ringling Blvd Sarasota, FL 32436	Univar USA Inc 200 Dean Sievers Place Morrisville, PA 19067	Miracle Chemical Co 1151 B Highway 33 Farmingdale, NJ 07727	
YEAR 1 Supply and Delivery of 15% Solution, Unit Price Bid Estimated Quantity - 42,000 Gallons	1.500	1.120	1.200	1.450	1.277	
YEAR 2 Supply and Delivery of 15% Solution, Unit Price Bid Estimated Quantity - 42,000 Gallons	1.650	1.140	1.300	1.450	1.315	
NOTES	DISQUALIFIED NO ETHICS STATEMENT	DISQUALIFIED NO ETHICS STATEMENT		DISQUALIFIED NO ETHICS STATEMENT		

Attachment: 2019 Sodium Hypochlorite Bid Summary Sheet (2019-86 : Awarding Bid for Supplying Liquid



RESOLUTION NO. 2019-87

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

RESOLUTION AUTHORIZING THE PURCHASE OF A KUBOTA AND REFUSE DUMP BOX FOR THE BEACH DEPARTMENT

WHEREAS, the City has a need for a Kubota and Refuse Dump Box within the Beach Department; and

WHEREAS, the City has obtained the attached quote from Cherry Valley Tractor Sales, Inc. totaling \$27,461.94 from Sourcewell (formerly NJPA) National Cooperative Construction & Agricultural Equipment Contract Number 042818-KBA in which the City is a member with a membership number of 18864; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to the vendor in an amount listed above and is authorized to purchase from national cooperatives as outlined in LFN 2012-10; and

WHEREAS, the City Clerk shall advertise this award as per the requirements of LFN 2012-10; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 9-05-55-502-000-201 as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of a Kubota and Refuse Dump Box for a total amount of \$27,461.94 from Cherry Valley Tractor Sales, Inc.; and

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-87 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CERTIFIED BY ME THIS 14th DAY OF February, 2019.

CINDY A. DYE
CITY CLERK

Quote Provided By
 CHERRY VALLEY TRACTOR SALES,
 INC.

John Fowler
 35 W ROUTE 70
 MARLTON, NJ 08053
 email: john@cherryvalleytractor.com
 phone: 7323200452

- Standard Features -

- Custom Options -



Kubota

V Series

RTV-X1100CWL-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 75 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15 mph
 High 0 - 25 mph
 Reverse 0 - 17 mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.3 qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

Width 57.7 in
 Length 40.5 in
 Depth 11.2 in
 Load Capacity 1102 lbs
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Factory Cab w/ A/C, Heater,
 Defroster
 Fully opening roll-down door
 windows
 Digital Multi-meter
 Speedometer
 Pre-wired w/ speakers/antenna for
 stereo
 Front Independent Adjustable
 Suspension
 Rear Independent Adjustable
 Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front
 Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench seats
 with driver's side seat adjustment
 Underseat Storage Compartments
 Deluxe Front Guard
 (radiator guard, bumper, and lens
 guard)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
 Height 79.5 in
 Length 120.3 in
 Wheelbase 80.5 in
 Tow Capacity 1300 lbs
 Ground Clearance 10.4 in
 Suspension Travel 8 in
 Turning Radius 13.1 ft

Factory Spray-on Bedliner
 "L" Models Only

Bright Alloy Wheels (Silver-
 painted)
 Silver-painted with machined
 surface
 "S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$21,322.00

(1) STROBE LIGHT MOUNT KIT 77700-VC5058-STROBE LIGHT MOUNT KIT	\$160.00
(1) EXTERNAL REARVIEW MIRROR (1 MIRROR) 77700-V5059-EXTERNAL REARVIEW MIRROR (1 MIRROR)	\$52.00
(1) BACKUP ALARM K7591-99640-BACKUP ALARM	\$137.00
(1) TURN SIGNAL/HAZARD LIGHT KIT K7731-99610-TURN SIGNAL/HAZARD LIGHT KIT	\$277.00
Configured Price:	\$21,948.00
Sourcewell Discount:	(\$4,828.56)
SUBTOTAL:	\$17,119.44
Dealer Assembly:	\$297.50
Freight Cost:	\$705.00
PDI:	\$400.00
AM/FM/WB/BLUETOOTH RADIO	\$440.00
ELLIOT MACHINE WORKS 2.0 CU YD REFUSE DUMP BOX	\$8,500.00

Total Unit Price: \$27,461.94

Quantity Ordered: 1

Final Sales Price: \$27,461.94

**Purchase Order Must Reflect
the Final Sales Price**

To order, place your Purchase Order directly with the quoting
dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



**Asbury Park, New Jersey
ORDINANCE NO. 2019-4**

**ORDINANCE OF THE CITY OF ASBURY PARK SUPPLEMENTING TRAFFIC AND
PARKING REGULATIONS (CHAPTER VII) DESIGNATING PARKING FOR
ELECTRIC OR PLUG-IN HYBRID VEHICLES**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning traffic and parking within the City; and

WHEREAS, the City recognizes the importance of supporting the use of alternative fuel vehicles in the interest of air quality and reducing dependence on foreign oil; and

WHEREAS, the City anticipates a growing trend in the use of electric vehicles and the need for supporting electric vehicle (EV) infrastructure; and

WHEREAS, the City awarded a contract to Greenspot JC, LLC on April 25, 2018 to install EV charging stations and operate an EV car sharing service in the City; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby supplemented as follows:

7-43 PARKING FOR ELECTRIC OR PLUG-IN HYBRID VEHICLES.

7-43.1 Definitions.

AC-Alternating current (electricity)

BATTERY-A cell or cells onboard an electric vehicle which is used for storing and furnishing electrical energy for the purpose of propelling the vehicle.

BATTERY ELECTRIC VEHICLE (BEV)-An electric vehicle with an onboard battery that operates exclusively on electrical energy from the battery, which battery is charged from an electrical power source (charging station) not onboard

the vehicle.

CAR SHARE VEHICLE - A vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization and provides hourly or daily service for the purposes of sharing amongst residents, visitors, and businesses.

CITY CAR SHARE PROGRAM - A program under which the City designates on-street parking spaces or spaces in off-street public parking facilities for the exclusive use of car share vehicles for the purposes of sharing amongst residents, visitors, and businesses.

CHARGING LEVEL-The standardized indicators of electrical force or voltage at which an electric vehicle's battery is recharged. Typical electric vehicle charging levels and specifications are:

- (1) Level 1-AC slow battery charging. Voltage is 120 volts.
- (2) Level 2-AC medium battery charging. Voltage is between 120 volts and 240 volts.
- (3) Level 3-DC fast or quick battery charging. Voltage is greater than 240 volts. This is often referred to as "DC Fast" charging.

CHARGING STATION-Equipment that has as its primary purpose the transfer of electric energy by conductive or inductive means to a battery or other energy storage device located onboard an electric vehicle. Various type of charging stations include:

- (1) Accessible charging station: A charging station incorporated into or immediately adjacent to a handicapped parking space as "handicapped parking space" is defined by the New Jersey State Statutes.
- (2) Level 3 charging station (sometimes "DC fast charging station"): A charging station that provides any single-phase voltage or current rating higher than that of level 2 or any three-phase supply voltage configuration.
- (3) Private charging station: A charging station that is (a) privately owned and restricted access or (b) publicly owned and restricted.
- (4) Public charging station: A charging station that is (a) publicly owned and publicly available or (b) privately owned and publicly available.

CHARGING STATION EQUIPMENT-The conductors, including ungrounded and grounded, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, charging stations or apparatus installed specifically for the purpose of delivering electrical energy from the charging station to the electric vehicles.

CHARGING STATION PLACE-A dedicated, marked space that identifies the use thereof as exclusively for the charging of electric vehicles.

ELECTRIC SCOOTERS AND/OR MOTORCYCLES-A two-wheel or three-wheel electric vehicle that operates exclusively on electrical energy stored in the vehicle's batteries.

ELECTRIC VEHICLE-A vehicle that operates, either partially or exclusively, on electrical energy from a charging station or other electrical energy source that is stored in the vehicle's battery for propulsion purposes. "Electric vehicle" includes: (1) a battery electric vehicle; (2) a plug-in hybrid electric vehicle; (3) a neighborhood electric vehicle; and (4) electric scooters or motorcycles.

NEIGHBORHOOD ELECTRIC VEHICLE-An electric vehicle with four wheels that conforms to federal regulations under Title 49 C.F.R. Part 571.5000 which can from a stand still attain a speed of 20 miles per hour (mph) within one mile but cannot exceed a speed of more than 25 mph.

NON-ELECTRIC VEHICLE-A vehicle that does not meet the definition of "electric vehicle" as provided herein.

PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV)-An electric vehicle that (1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; and (2) charges its battery primarily by connecting to a charging station or other electrical source not on board the vehicle; (3) may additionally be able to sustain a battery charge using an on-board internal-combustion-driven generator; and (4) has the ability to be propelled through the use of electricity.

VEHICLE-Has the same meaning as provided in the New Jersey State Statute, Title 39, Motor vehicles and traffic regulations, Chapter 1, Definitions, 39.1.1. Words and phrases defined.

7-43.2 Guidelines Related to Parking for Electric Vehicles Only.

a. Notification and Signage.

1. At the direction of the City Manager or designee, appropriate signs and markings shall be placed on or near electric vehicle charging stations, indicating prominently thereon the parking regulations. The signs may identify the voltage and amperage levels; define time limits, fees, and hours of operation, as applicable; and state that the charging station space is reserved for charging purposes only, which is to be defined as occurring when a vehicle is connected to the EVSE for electric charging purposes. The signs may also identify the charging station space is reserved for the City car share program or car share vehicles only.
2. Signage for charging station spaces reserved for charging or City car sharing purposes shall clearly and conspicuously states the following: "Unauthorized vehicles not connected for electric charging [or for City car share] purposes may be towed away at owner's expense. Towed vehicles may be reclaimed at

designated towing facility or by calling the Asbury Park Police Department - 732-774-1300."

3. Parking signage related to electric vehicle parking and charging stations in public parking facilities or on public streets shall accurately reflect the City Code provisions as applied to days and times of parking enforcement under this Chapter. If there is a conflict between on-street parking signage and associated electric vehicle parking spaces and charging stations with respect to days, hours of enforcement, and/or maximum parking times, the information contained in the parking signage shall apply.

b. Prohibitions.

1. When a sign authorized under Subsection (a) above provides notice that a space is designated as electric vehicle parking or an electric vehicle charging station, no person shall stop, stand, or park any non-electric vehicle, or otherwise block access to parking, in any such designated parking space or charging station.
2. When a sign authorized under Subsection (a) above provides notice that a space is designated as electric vehicle charging station, it is unlawful to park or permit to be parked any vehicle, including an electric vehicle, if such electric vehicle is not in the process of charging. Only one electric vehicle shall occupy any space marked as an electric vehicle parking space or charging station, and no person shall park except within the boundaries of the space defined.
3. When a sign authorized under Subsection (a) above provides notice that a space is designated as a car share vehicle parking space, no person shall stop, stand, or park any vehicle, or otherwise block access to parking, in any such designated parking space or charging station, except for an authorized car share vehicle.

c. Enforcement.

1. Electric vehicle parking spaces and charging stations shall be enforced by any police officer or parking enforcement officer.
2. Violations of this Section shall be punishable by a fine of \$50.00. Each day such violation is committed shall constitute a separate offense and shall be punishable as such.
3. In addition to a fine, a person who has parked or left a vehicle standing upon a street, alley, or city parking lot or garage in violation of this paragraph is subject to having the vehicle removed from the street, alley or City parking lot or garage.

7-43.2 Electric Vehicle Charging Area.

No person shall park a vehicle upon any of the streets or parts thereof listed below except an electric or hybrid plug-in vehicle.

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Sunset Avenue	South	Beginning at a point 25 feet from the westerly curbline of Webb Street and continuing 45 feet westerly therefrom (total of 4 parking spaces)
Mattison Avenue	North	Beginning at a point 25 feet from the westerly curbline of Bond Street and continuing 100 feet westerly therefrom (total of 4 spaces)
Springwood Avenue	North	Beginning at a point 25 feet from the easterly curbline of Union Avenue and continuing 100 feet easterly therefrom (total of 4 spaces)

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-4 which was finally adopted by the City Council at a meeting held on the 13th day of March, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-5**

**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**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning metered and permit parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance and are set forth as Exhibit A; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as attached as Exhibit A.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-5 which was finally adopted by the City Council at a meeting held on the 13th day of March, 2019

CINDY A. DYE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-11 TIME LIMIT PARKING.*7-11.1 Parking Time Limited on Certain Streets.*

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described.

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Time Limit</i>	<i>Location</i>
<u>Memorial Drive</u>	<u>West</u>	<u>8:00 a.m. –</u> <u>6:00 p.m.</u>	<u>2 hours</u>	<u>a. Between Fifth Avenue</u> <u>and Sunset Avenue</u> <u>b. Between Asbury Avenue</u> <u>and Monroe Avenue</u>

Locations for parking time limited on certain streets may be found on file in the City Offices.

(2000 Code § 7-11.1; Ord. No. 1168 § 2; Ord. No. 2027 § 2; Ord. No. 2043 § 1; Ord. No. 2075 § 1; Ord. No. 2094 § 1; Ord. No. 2122 § 1; Ord. No. 2129 § 1; Ord. No. 2204 § 1; Ord. No. 2289 § 1; Ord. No. 2352 § 1; Ord. No. 2376; Ord. No. 2605; Ord. No. 2874; Ord. No. 2906; Ord. No. 2936; Ord. No. 2982; Ord. No. 3001; Ord. No. 2015-15; Ord. No. 2015-20; Ord. No. 2015-51; Ord. No. 2017-14; Ord. No. 2017-26)

7-22 STOP INTERSECTIONS.

Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described are hereby designated as Stop Intersections. Stop signs shall be installed as provided therein. (2000 Code § 7-22; Ord. No. 2023 § 1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2217 § 1; Ord. No. 2244 § 1; Ord. No. 2250 § 1; Ord. No. 2263 § 1; Ord. No. 2367; Ord. No. 2273 § 1; Ord. No. 2389 § 1; Ord. No. 2461 § 1; Ord. No. 2559; Ord. No. 2570; Ord. No. 2665; Ord. No. 2675; Ord. No. 2871; Ord. No. 2883; Ord. No. 2888; Ord. No. 2015-32)

<i>Intersection</i>	<i>Stop sign(s) on</i>
<u>Memorial Drive and Sixth Avenue</u>	<u>Memorial Drive</u>

7-24 YIELD INTERSECTIONS.

Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described are hereby designated as Yield Intersections. Yield signs shall be installed as provided therein. (2000 Code § 7-24; Ord. No. 2314 § 1; Ord. No. 2665; Ord. No. 2871; Ord. No. 2883)

<i>Intersection</i>	<i>Yield Signs On</i>
Memorial Drive and Sixth Avenue	Memorial Drive

7-26 NO TURN ON RED.

No person shall make a right turn on the red signal at any location listed below: (2000 Code § 7-26)

- a. **Asbury Avenue to Kingsley Street.**
From eastbound on Asbury Avenue to southbound on Kingsley Street at all times daily.
- b. **Bangs Avenue to Prospect Avenue.**
From westbound on Bangs Avenue to northbound on Prospect Avenue on Monday through Friday from 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 3:30 p.m. from September 1 each year to June 30 the following year.
- c. **Comstock Street and Sunset Avenue.**
From all approaches at the intersection of Comstock Street and Sunset Avenue on Monday through Friday 7:00 a.m. to 8:00 a.m. and 2:00 p.m. to 3:00 p.m. from September 1 of each year to June 30 the following year.
- d. **Bond Street to Cookman Avenue.**
From southbound on Bond Street to westbound on Cookman Avenue at all times daily.
- e. **Cookman Avenue and Mattison Avenue and Press Plaza.**
From all approaches at the intersection of Cookman Avenue and Mattison Avenue and Press Plaza at all times daily.
- f. **Cookman Avenue and Monroe Avenue and Heck Street.**
From all approaches at the intersection of Cookman Avenue, Monroe Avenue and Heck Street at all times daily.
- g. ~~**Kingsley Street to Lake Avenue.**
From southbound on Kingsley Street to westbound on Lake Avenue at all times daily from March 15 to October 15.~~
- h. **Monroe Avenue and Ridge Avenue.**
From all approaches at the intersection of Monroe Avenue and Ridge Avenue at all times daily.
- i. **Pine Street to Third Avenue.**
From north on Pine Street to east on Third Avenue on Monday through Friday from 7:30 a.m. to 9:00 a.m.; 11:00 a.m. to 1:00 p.m. and 2:30 p.m. to 3:30 p.m. from September 1 each year to June 30 of the following year.
- j. **Pine Street to Third Avenue.**
From southbound on Pine Street to westbound on Third Avenue at all times daily.
- k. **Prospect Avenue to Bangs Avenue.**
From southbound on Prospect Avenue to westbound on Bangs Avenue on Monday through Friday from 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 3:30 p.m. from September 1 each year to June 30 the following year.

- l. **Prospect Avenue to Monroe Avenue.**
From southbound on Prospect Avenue to westbound on Monroe Avenue at all times daily.
- m. ~~**Sunset Avenue to Kingsley Street.**
From eastbound on Sunset Avenue to southbound on Kingsley Street at all times daily.~~

Sunset Avenue and Comstock Street.
From all approaches at the intersection of Sunset Avenue and Comstock Street on Monday through Friday from 7:30 a.m. to 8:00 a.m. and 2:00 p.m. to 3:00 p.m.
- n. **Third Avenue and Pine Street.**
From eastbound on Third Avenue to southbound on Pine Street on Monday through Friday from 7:30 a.m. to 9:00 a.m.; 11:00 a.m. to 1:00 p.m. and 2:30 p.m. to 3:30 p.m. from September 1 each year to June 30 the following year.
- o. **Third Avenue to Pine Street.**
From westbound on Third Avenue to northbound on Pine Street on Monday through Friday from 7:30 a.m. to 9:00 a.m.; 11:00 a.m. to 1:00 p.m. and 2:30 p.m. to 3:30 p.m. from September 1 each year to June 30 the following year.
- p. ~~**Fifth Avenue to Kingsley Street.**
From eastbound on Fifth Avenue to southbound on Kingsley Street at all times daily.~~

7-28 BUS STOPS.

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus which is picking up or discharging passengers shall be permitted to occupy said location between the hours indicated.

~~The southerly side of Cookman Avenue, between Grand Avenue and the first lawful parking space, is hereby expressly designated a "no bus stop" area and all buses shall be prohibited from parking, stopping, or standing at that location. (2000 Code § 7-28; Ord. No. 2232 § 1)~~

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>	<i>Hours</i>
Asbury Avenue	South	Beginning at a point 35 feet from the westerly curbline of Ocean Avenue and extending to a point 200 feet west	All
Cookman Avenue a. Far side of intersection	- South	- Beginning at a point 35 feet from the easterly curbline of Main Street and extending to a point 120 feet east	- All

b. Near side of intersection	North	Beginning at a point 35 feet from the easterly curbline of Main Street and extending to a point 120 feet east	All
Heck Street (Entire block)	West	Beginning at a point 35 feet from the southerly curbline of Cookman Avenue and extending to a point south which would terminate at a point 35 feet north from the northerly curbline of Lake Avenue	All
Plaza Court	South	Beginning at a point 35 feet from the easterly curbline of Kingsley Street and extending 90 feet east	All
Plaza Place	West	Beginning at a point 35 feet from the northerly curbline of Plaza Court and extending 125 feet north	All
Summerfield Avenue (Entire block)	North	Beginning at a point 35 feet from the southeasterly curbline of Cookman Avenue and extending to a point east, which would terminate at a point 35 feet west from the westerly curbline of Heck Street	All
<u>Asbury Avenue</u>	<u>North</u>	<u>Beginning at the easterly curbline of Langford Street and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the easterly curbline of Comstock Street and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the easterly curbline of Central Avenue and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the easterly curbline of Ridge Avenue and extending 100 feet easterly therefrom</u>	<u>All</u>
	<u>South</u>	<u>Beginning at the easterly curbline of Ridge Street and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the easterly curbline of Pine Street and extending 100 feet easterly therefrom</u>	<u>All</u>

		<u>Beginning at the easterly curbline of Comstock Street and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the easterly curbline of Langford Street and extending 100 feet easterly therefrom</u>	<u>All</u>
<u>Cookman Avenue</u>	<u>North</u>	<u>Beginning at the easterly curbline of Heck Street and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the easterly curbline of Emory Street and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the westerly curbline of Asbury Avenue and extending 100 feet westerly therefrom</u>	<u>All</u>
	<u>South</u>	<u>Beginning at the westerly curbline of Grand Avenue and extending 100 feet westerly therefrom</u>	<u>All</u>
		<u>Beginning at the westerly curbline of Heck Street and extending 100 feet westerly therefrom</u>	<u>All</u>
		<u>Beginning at the easterly curbline of Wesley Lake Drive and extending 100 feet easterly therefrom</u>	<u>All</u>
<u>Kingsley Street</u>	<u>East</u>	<u>Beginning at the southerly curbline of Second Avenue and extending 100 feet southerly therefrom</u>	<u>All</u>
		<u>Beginning at the southerly curbline of Fourth Avenue and extending 100 feet southerly therefrom</u>	<u>All</u>
		<u>Beginning at the southerly curbline of Sixth Avenue and extending 100 feet southerly therefrom</u>	<u>All</u>
		<u>Beginning at the northerly curbline of Eighth Avenue and extending 100 feet northerly therefrom</u>	<u>All</u>

	<u>West</u>	<u>Beginning at the southerly curblin<u>e</u> of Eighth Avenue and extending 100 feet southerly therefrom</u>	<u>All</u>
		<u>Beginning at the northerly curblin<u>e</u> of Sunset Avenue and extending 100 feet northerly therefrom</u>	<u>All</u>
		<u>Beginning at the southerly curblin<u>e</u> of Fourth Avenue and extending 100 feet southerly therefrom</u>	<u>All</u>
		<u>Beginning at the northerly curblin<u>e</u> of Second Avenue and extending 100 feet northerly therefrom</u>	<u>All</u>
<u>Main Street (Route 71)</u>	<u>East</u>	<u>Beginning at the southerly curblin<u>e</u> of Second Avenue and extending 100 feet southerly therefrom</u>	<u>All</u>
		<u>Beginning at the northerly curblin<u>e</u> of Fifth Avenue and extending 150 feet northerly therefrom</u>	<u>All</u>
	<u>West</u>	<u>Beginning at the northerly curblin<u>e</u> of Second Avenue and extending 100 feet northerly therefrom</u>	<u>All</u>
		<u>Beginning at the southerly curblin<u>e</u> of Asbury Avenue and extending 150 feet southerly therefrom</u>	<u>All</u>
		<u>Beginning at the northerly curblin<u>e</u> of Fifth Avenue and extending 150 feet northerly therefrom</u>	<u>All</u>
<u>Ocean Avenue</u>	<u>East</u>	<u>Beginning at the southerly curblin<u>e</u> of Fourth Avenue and extending 105 feet southerly therefrom</u>	<u>All</u>
	<u>West</u>	<u>Beginning at the northerly curblin<u>e</u> of Fourth Avenue and extending 105 feet northerly therefrom</u>	<u>All</u>
<u>Springwood Avenue</u>	<u>North</u>	<u>Beginning at the westerly curblin<u>e</u> of Union Avenue and extending 100 feet westerly therefrom</u>	<u>All</u>

	<u>South</u>	<u>Beginning at the easterly curbline of Sylvan Avenue and extending 100 feet easterly therefrom</u>	<u>All</u>
<u>Sunset Avenue</u>	<u>North</u>	<u>Beginning at the easterly curbline of Steiner Place and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the westerly curbline of Comstock Street and extending 100 feet easterly therefrom</u>	<u>All</u>
		<u>Beginning at the easterly curbline of Bridge Street and extending 100 feet easterly therefrom</u>	<u>All</u>
	<u>South</u>	<u>Beginning at the westerly curbline of Pine Street and extending 100 feet westerly therefrom</u>	<u>All</u>
		<u>Beginning at the westerly curbline of Comstock Street and extending 100 feet westerly therefrom</u>	<u>All</u>
<u>Transportation Center</u>	<u>N/A</u>	<u>Between Cookman Avenue and Springwood Avenue (mid-block)</u>	<u>All</u>

Note: Below are minimum standards for bus stop length which are based on recommendations of the Institute of Transportation Engineers and studies conducted by the Bureau of Traffic Engineering and Safety programs. These standards include minimum lengths required for Bus Stops in order that buses may leave moving traffic lanes safely. Keep in mind that buses must stop alongside the curb within six (6) inches thereof as provided by State Law pursuant to N.J.S.A. 39:4-135. These minimums are as follows:

FAR-SIDE — (AFTER BUS MAKES RIGHT TURN) — Minimum acceptable length is 150 feet. An additional 45 feet of length should be provided for each additional bus expected to stop simultaneously.

FAR SIDE — 85 feet plus the distance from the curbline to the end of the curb return, property line or crosswalk approximately 105 feet to 120 feet. Minimum acceptable length is 105 feet.

MID-BLOCK — No intersection on either side of roadway: minimum acceptable length is 135 feet.

NEAR SIDE — 90 feet plus the distance from the curbline to the end of the curb return, property line or crosswalk approximately 105 feet to 120 feet. Minimum acceptable length is 105 feet.

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2019-6**

BOND ORDINANCE PROVIDING FOR VARIOUS BEACH UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE “CITY”); APPROPRIATING \$15,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$15,000,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COSTS THEREOF

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Beach Utility of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”), as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of \$15,000,000, which appropriation or any portion thereof may be made by the City as a contribution towards a redevelopment project within the City. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”), no down payment is required as the Beach Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Beach Utility of the City are hereby authorized to be issued in the aggregate principal amount not exceeding \$15,000,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Beach Utility of the City in an aggregate principal amount not exceeding \$15,000,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are various Beach Utility improvements at the City’s “North End” including, but not limited to, boardwalk improvements, stormwater management improvements, and dune improvements, improvements to and/or construction of a parking lot, detention basins and rain gardens, and the acquisition and installation, as applicable, of lighting fixtures, benches and trash receptacles and any other beach or boardwalk amenities, equipment or facilities, and shall also include, as applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans

and specifications therefor on file in the Office of the City Manager and available for public inspection and hereby approved. The aforesaid improvements or purposes may be undertaken by, in or for the City and the City may make an appropriation of all or any portion of the appropriation set forth herein as a contribution towards a redevelopment project within the City, which redevelopment project will undertake the aforesaid improvements or purposes.

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$15,000,000.

(c) The aggregate estimated cost of said improvements or purposes is \$15,000,000.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital

budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 13.66 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$15,000,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$500,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. Unless paid from other sources, the full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to

Rule 15c2-12 of the Securities and Exchange Commission⁴ (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

SECTION 13. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

DATED: March 13, 2019

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019

JOHN MOOR,
Mayor of the City of Asbury Park

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2019-7**

**BOND ORDINANCE PROVIDING FOR PARKING UTILITY
IMPROVEMENTS, BY AND IN THE CITY OF ASBURY
PARK, IN THE COUNTY OF MONMOUTH, STATE OF
NEW JERSEY; APPROPRIATING \$440,000 THEREFOR
AND AUTHORIZING THE ISSUANCE OF \$440,000 IN
BONDS OR NOTES TO FINANCE THE COST THEREOF**

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a Parking Utility improvement or purpose to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$440,000 from the Parking Utility of the City, said sum being inclusive of all appropriations heretofore made therefor. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”), no down payment is required as the Parking Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof, negotiable bonds of the Parking Utility of the City are hereby authorized to be issued in the principal amount of \$440,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the City in a principal amount not exceeding \$440,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is Parking Utility Improvements including, but not limited to, traffic signal improvements and parking improvements throughout the City to ensure parking traffic flow and other related safety measures; and also including all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$440,000.

(c) The estimated cost of said improvement or purpose is \$440,000.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City, for the improvement and purpose authorized hereby and the same shall be received by the City prior to

the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Parking Utility of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs of the Parking Utility as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the City may lawfully undertake as a Parking Utility improvement or purpose, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvement or purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$440,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$90,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

SECTION 8. The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

DATED: March 13, 2019

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019

JOHN MOOR,
Mayor of the City of Asbury Park

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2019-8**

**BOND ORDINANCE PROVIDING FOR ACQUISITION AND
INSTALLATION OF SECURITY CAMERAS FOR THE
BEACH AREA, BY AND IN THE CITY OF ASBURY PARK,
IN THE COUNTY OF MONMOUTH, STATE OF NEW
JERSEY (THE “CITY”); APPROPRIATING \$200,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$200,000 BONDS OR NOTES OF THE CITY TO FINANCE
PART OF THE COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE
CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW
JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Beach Utility of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”). as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of \$200,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”), no down payment is required as the Beach Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Beach Utility of the City are hereby authorized to be issued in the aggregate principal amount not exceeding \$200,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Beach Utility of the City in an aggregate principal amount not exceeding \$200,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are acquisition and installation, as applicable, of security cameras for the beach area and associated beach area facilities of the City, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Clerk of the City and available for public inspection and hereby approved.

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$200,000.

(c) The aggregate estimated cost of said improvements or purposes is \$200,000.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$200,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$15,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. Unless paid from other sources, the full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission⁴ (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

SECTION 13. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

DATED: March 13, 2019

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019

JOHN MOOR,
Mayor of the City of Asbury Park

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2019-9**

**BOND ORDINANCE PROVIDING FOR VARIOUS 2019
CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH,
STATE OF NEW JERSEY; APPROPRIATING \$2,000,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$1,904,759 BONDS OR NOTES OF THE CITY TO FINANCE
PART OF THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE
CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW
JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$2,000,000, said sum being inclusive of the sum of \$95,241 as the aggregate amount of down payments for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “Local Bond Law”). The down payments are now available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$2,000,000 appropriation not provided for by application hereunder of said down payments, negotiable bonds of the City are hereby authorized to be issued in the aggregate principal amount of \$1,904,759 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in an aggregate principal amount not exceeding \$1,904,759 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Department of Public Works</u> - Acquisition and Installation, as Applicable, of Two (2) Non-Passenger Vehicles;	\$121,211	\$115,439	\$5,772	5 years
(ii) <u>Police and Fire Departments</u> -	\$1,489,901	\$1,418,952	\$70,949	8.65

Acquisition And Installation, As Applicable, Of Three (3) Non-Passenger Vehicles for the Police Department; Two (2) Fire Trucks, A Non-Passenger Pick-up Truck, And Protective Gear for the Fire Department; And Traffic Signal Preemption Devices For Various Intersections And/Or Vehicles for the Police and Fire Departments, As Applicable;				years
(iii) <u>City-Wide Information Technology Improvements -</u> Information Technology Improvements For Various Facilities Throughout the City Including, But Not Limited To, The Acquisition And Installation, As Applicable, Computer Hardware And Software; Internal System Security Improvements Including, But Not Limited To Security Cameras And DIS (Development Lifecycle Software); And Various Equipment For The Departments Of Planning, Building, Code Enforcement And The APTV Station;	\$247,473	\$235,688	\$11,785	5.89 years
(iv) <u>City-Wide Capital Improvements-</u> Various Capital Improvements Including, But Not Limited To, Acquisition Of A Non-Passenger Vehicle For Each The Department Of Code Enforcement And The Building Department; General Plant And Facility Improvements Including, But Not Limited To, Facility Improvements And The Acquisition And Installation, As Applicable, Of Various Equipment, Furnishings, Cabinets And Flooring, And Trash Receptacles Throughout The City.	\$141,415	\$134,680	\$6,735	5.71 years
Totals	\$2,000,000	\$1,904,759	\$95,241	

(b) The above improvements or purposes set forth in Section 3(a) are more particularly described in documents on file in the Office of the City Manager and shall also include, as applicable, all engineering, architectural or design work, construction planning, preparation of plans and specifications, permits, bid documents, inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said purposes is \$1,904,759.

(d) The aggregate estimated cost of said purposes is \$2,000,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate amount of \$1,904,759, is the aggregate down payments for said purposes in the amount of \$95,241 and the Chief Financial Officer may reappropriate the amounts among the improvements or purposes set forth in Section 3(a).

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget

and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the Office of the City Clerk and is available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 7.88 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,904,759 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to

Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

DATED: March 13, 2019

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2019-10**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Annual Salaries be established as

	Minimum	Maximum
Deputy Tax Assessor	\$35,000.00	\$70,000.00

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-10 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-2**

**AN ORDINANCE AMENDING AND SUPPLEMENTING ARTICLES AND SECTIONS
OF CHAPTER THIRTEEN ABANDONED AND VACANT PROPERTIES**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XIII “Abandoned and Vacant Properties” of the “Code of the City of Asbury Park, New Jersey is hereby amended:

ARTICLE 13-800 Abandoned and Vacant Properties

13-801 VACANT AND ABANDONED PROPERTIES.

13-801.1 Purpose.

The purpose of this Article is to protect the public health, safety, morals and welfare by establishing minimum standards governing the maintenance, appearance, rehabilitation and condition of vacant and/or abandoned properties and fixing penalties for violations of this Article.

13-801.2 - DEFINITIONS

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

Abandoned Property -

As defined in accordance with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall mean the following:

- (1) Except as provided in Section 6 of P.L. 2003, c. 210 (N.J.S.A. 55:19-83), any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the Public Official that:
 - (a) The property is in need of rehabilitation in the reasonable judgment of the Public Official, and no rehabilitation has taken place during that six-month period;
 - (b) Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Official pursuant to this section;

- (c) At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes (see N.J.S.A. 54:4-1 et seq.) as of the date of a determination by the Construction Official pursuant to this section; or
 - (d) The property has been determined to be a nuisance by the Public Official in accordance with Section 5 of P.L. 2003, c. 210 (N.J.S.A. 55:19-82).
- (2) A property which contains both residential and non-residential space may be considered abandoned pursuant to P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq.) so long as two-thirds or more of the total net square footage of the building was previously legally occupied as residential space and none of the residential space has been legally occupied for at least six months at the time of the determination of abandonment by the Public Official and the property meets the criteria of either Subsection (1)(a) or Subsection (1)(d) of this Subsection 8.1.

EVIDENCE OF VACANCY-

- (1) Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property:
- A. overgrown or dead vegetation;
 - B. accumulation of newspapers, circulars, flyers or mail;
 - C. past-due utility notices or disconnected utilities;
 - D. accumulation of trash, junk or debris;
 - E. the absence of window coverings such as curtains, blinds or shutters;
 - F. the absence of furnishings or personal items consistent with residential habitation;
 - G. statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned;
 - H. infestation by insects, vermin, rats or other pests;
 - I. windows or entrances that are boarded up or closed off;
 - J. multiple window panes that are damaged, broken or unrepaired;
 - K. doors that are smashed, broken, unhinged or continuously unlocked;
 - L. or any uncorrected violation of a municipal building, housing or similar code during the preceding year.
- (2) Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.
- (3) As per N.J.S.A. 55:19-105 any interested party may submit in writing a request to the public officer that a property be included on the abandoned property list prepared pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), specifying the street address and block and lot number of the property to be included, and the grounds for its

inclusion. Within 30 days of receipt of any such request, the public officer shall provide a written response to the party, either indicating that the property will be added to the list of abandoned properties or, if not, the reasons for not adding the property to the list. For the purposes of this section, "interested party" shall include any resident of the municipality, any owner or operator of a business within the municipality or any organization representing the interests of residents or engaged in furthering the revitalization and improvement of the neighborhood in which the property is located.

Any interested party may participate in any redetermination hearing held by the public officer pursuant to subsection e. of section 36 of P.L.1996, c.62 (C.55:19-55). Upon written request by any interested party, the public officer shall provide the party with at least 20 days' notice of any such hearing. The party shall provide the public officer with notice at least 10 days before the hearing of its intention to participate, and the nature of the testimony or other information that is proposes to submit at the hearing.

OWNER-

Shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity subject to the provisions of C.46:10B-51 (P.L. 2008, c. 127, § 17), or any other entity determined by the City of Asbury Park to act with respect to the property.

LIENHOLDER or MORTGAGE HOLDER

Any person or entity holding a note, mortgage, or other interest secured by a building or any part thereof.

Property Maintenance Code shall mean the dually adopted Code of the City of Asbury Park.

PUBLIC OFFICER

Shall mean a person designated by the City Manager as per Section 2-3.4(c) of the City Code.

QUALIFIED REHABILITATION ENTITY

An entity organized or authorized to do business under the New Jersey statutes which shall have as one of its purposes the construction or rehabilitation of residential or nonresidential buildings, the provision of affordable housing, the restoration of abandoned property, the revitalization and improvement of urban neighborhoods, or similar purpose, and which shall be well qualified by virtue of its staff, professional consultants, financial resources, and prior activities to carry out the rehabilitation of vacant buildings, as set forth under N.J.S.A. 55:19-80.

PROPERTY

Any building or structure and the land appurtenant thereto.

VACANT PROPERTY-

Any building used or to be used as a residence which is not legally occupied or at which substantially all lawful construction operations or residential occupancy has ceased for a period of at least three months, and any commercial property that has not been legally occupied or at

which substantially all lawful construction operations have ceased for a period of at least three months, and which exhibits evidence of vacancy such that a reasonable person would believe that the property is vacant. Any property that contains all building systems in working order, is being maintained on a regular basis, has not been cited by the City for any violation of municipal ordinance within such time and is being actively marketed by its owner for sale or rental shall not be deemed vacant.

13-802 - DETERMINATION THAT PROPERTY IS ABANDONED

As defined in accordance with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall mean the following:

- (1) Except as provided in Section 6 of P.L. 2003, c. 210 (N.J.S.A. 55:19-83), any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the Public Official that:
 - (a) The property is in need of rehabilitation in the reasonable judgment of the Public Official, and no rehabilitation has taken place during that six-month period;
 - (b) Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Official pursuant to this section;
 - (c) At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes (see N.J.S.A. 54:4-1 et seq.) as of the date of a determination by the Construction Official pursuant to this section; or
 - (d) The property has been determined to be a nuisance by the Public Official in accordance with Section 5 of P.L. 2003, c. 210 (N.J.S.A. 55:19-82).
- (2) A property which contains both residential and non-residential space may be considered abandoned pursuant to P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq.) so long as two-thirds or more of the total net square footage of the building was previously legally occupied as residential space and none of the residential space has been legally occupied for at least six months at the time of the determination of abandonment by the Public Official and the property meets the criteria of either Subsection (1)(a) or Subsection (1)(d) of this Subsection 8.1.

EVIDENCE OF VACANCY-

- (3) Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property:
 - a. overgrown or dead vegetation;
 - b. accumulation of newspapers, circulars, flyers or mail;

- c. past-due utility notices or disconnected utilities;
- d. accumulation of trash, junk or debris;
- e. the absence of window coverings such as curtains, blinds or shutters;
- f. the absence of furnishings or personal items consistent with residential habitation;
- g. statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned;
- h. infestation by insects, vermin, rats or other pests;
- i. windows or entrances that are boarded up or closed off;
- j. multiple window panes that are damaged, broken or unrepaired;
- k. doors that are smashed, broken, unhinged or continuously unlocked;
- l. or any uncorrected violation of a municipal building, housing or similar code during the preceding year.

(4) Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.

(5) As per N.J.S.A. 55:19-105 any interested party may submit in writing a request to the public officer that a property be included on the abandoned property list prepared pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), specifying the street address and block and lot number of the property to be included, and the grounds for its inclusion. Within 30 days of receipt of any such request, the public officer shall provide a written response to the party, either indicating that the property will be added to the list of abandoned properties or, if not, the reasons for not adding the property to the list. For the purposes of this section, "interested party" shall include any resident of the municipality, any owner or operator of a business within the municipality or any organization representing the interests of residents or engaged in furthering the revitalization and improvement of the neighborhood in which the property is located.

Any interested party may participate in any redetermination hearing held by the public officer pursuant to subsection e. of section 36 of P.L.1996, c.62 (C.55:19-55). Upon written request by any interested party, the public officer shall provide the party with at least 20 days' notice of any such hearing. The party shall provide the public officer with notice at least 10 days before the hearing of its intention to participate, and the nature of the testimony or other information that is proposes to submit at the hearing.

13-802.1 ABANDONDED PROPERTY LIST; NOTICE TO OWNER OF RECORD: CHALLENGE BY OWNER.

- a. The Public Official is hereby directed to identify abandoned properties with the City, place said properties on an abandoned property list established as provided in Section 36 of P.L.1996, c.62 (C.55:19-55), as amended by Section 28 of P.L.2003, c.210, and provide such notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law.
- b. The abandoned property list shall apply to the City of Asbury Park as a whole.

The public officer is to identify abandoned property for the purpose of establishing an abandoned property list throughout the City, or within those parts of the City the governing body may designate by Resolution. Each item of identified abandoned property shall include the tax block and lot number, the name of the owner of record, if known, and the street address of the property lot.

The public officer shall establish and maintain a list of abandoned property, known as the "abandoned property list." The Public Officer may add properties to the abandoned property list at any time, and may delete properties at any time when the public officer finds that the property no longer meets the definition of an abandoned property.

- c. The public officer, within ten days of the establishment of the abandoned property list, or any additions thereto, shall send by regular mail, facsimile or electronic mail, a copy of the abandoned property list to the electric and gas utilities serving the municipality.
- d. The abandoned property list shall become effective, and the municipality shall have the right to pursue any legal remedy with respect to properties on the abandoned property list at such time as any one property has been placed on the list in accordance with the provisions of this section, upon the expiration of the period for appeal with respect to that property or upon the denial of an appeal brought by the property owner

13-802.2 **Notice to owner.**

1. The public officer shall establish the abandoned property list or any additions/deletions thereto in the official newspaper designated by the City of Asbury Park. Within 10 days after publication in said newspaper, the public officer shall send a notice by certified mail, return receipt requested, and by regular mail, to the owner of record of every property included on the abandoned property list. The published and mailed notices shall identify property determined to be abandoned setting forth the owner of record and, if known, the tax lot and block number and street address. The public officer, in consultation with the Tax Collector, shall also send out a notice by regular mail to any mortgagee, servicing organization, or property tax processing organization that receives a duplicate copy of the tax bill pursuant to N.J.S.A. 54:4-64(d).
2. When the owner of record is not known for a particular property and cannot be ascertained by the exercise of reasonable diligence by the Tax Collector, notice shall not be mailed but instead shall be posted on the property in the manner as provided in N.J.S.A. 40:48-2.7. The mailed notice shall indicate the factual basis for the finding of the public officer, that the property is abandoned property as that term is defined herein and in N.J.S.A. 55:19-54, and shall specify the information relied upon in making such finding. In all cases, a copy of the mailed or posted notice shall also be filed by the public officer, in the office of the Clerk, County of Camden. This filing shall have the same force and effect as a formal notice under N.J.S.A. 2A:15-6. The notice shall be captioned

with the name of the City of Asbury Park as "Plaintiff" and the name of the property owner as "Defendant," as though an action had been commenced by the City against the owner.

3. An owner or lienholder may challenge the inclusion of his property on the abandoned property list by appealing that determination to the City Manager within 30 days of the owner's receipt of the certified notice or 40 days from the date upon which the notice was sent. An owner whose identity was not known to the public officer shall have 40 days from the date upon which notice was published or posted, whichever is later, to challenge the inclusion of a property on the abandoned property list. For good cause shown, the City Manager shall accept a late filing of an appeal. Within 30 days of receipt of a request for an appeal of the findings contained in the notice, the City Manager shall schedule a hearing for redetermination of the matter. Any property included on the list shall be presumed to be abandoned property unless the owner, through the submission of an affidavit or certification asserting that the property is not an abandoned property, can demonstrate that the property was erroneously included on the list. The affidavit or certification shall be accompanied by supporting documentation, such as, but not limited to, photographs, repair invoices, bills and construction contracts. The sole ground for appeal shall be that the property in question is not abandoned property as that term is defined herein and in N.J.S.A. 55:19-54. The City Manager shall decide any timely filed appeal within 10 days of the hearing on the appeal and shall promptly, by certified mail, return receipt requested, and by regular mail, notify the property owner of the decision and the reasons therefor.
4. The property owner may challenge an adverse determination of an appeal with the City Manager, by instituting, in accordance with the New Jersey Court Rules, a summary trial proceeding in the Superior Court, County of Camden. Such action shall be instituted within 20 days of the date of the notice of decision mailed by the City Manager. The sole ground for appeal and new hearing before the Superior Court shall be that the property in question is not an abandoned property as that term is defined in N.J.S.A. 55:19-54. The failure to institute an action of appeal on a timely basis shall constitute a jurisdictional bar to challenging the adverse determination, except that, for good cause shown, the court may extend the deadline for instituting the action.
5. The Public Officer shall promptly remove any property from the abandoned property list that has been determined by the City Manager or on appeal not to be abandoned and may, in its discretion, remove properties from said list whenever the City Manager deem such removal appropriate under the circumstances.
6. The abandoned property list shall become effective, and the City shall have the right to pursue any legal remedy with respect to properties on the list, at any time after at least one property has been placed on the list and following the expiration of the period for appeal with respect to that first property or upon the denial of an appeal brought by the property owner of that first property.

13-803 REGISTRATION OF VACANT PROPERTY.

13-803.1 Definitions.

As used in this section:

Municipal Officer/Public Officer shall mean the individual(s) appointed to the position

by the City Manager as per Section 2-3.4(c) of the City Code.

Owner shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity that has filed a notice with the Municipal Clerk pursuant to the provisions of C.46:10B-51 (P.L.2008, c.127, Sec.17 as amended by P.L.2009, c.296), or any other entity determined by the public officer of the City of Asbury Park to have authority to act with respect to the property.

Public Officer shall mean an individual appointed by the City Manager to carry out activities as per applicable State and local statutes as per Section 2-3.4(c) of the City Code.

Vacant Property shall mean any building or structure which is not at present legally occupied or at which all lawful business or construction operations or residential or other occupancy have substantially ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-81; provided, however, that any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and which is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.

13-803.1(A) EVIDENCE OF VACANCY-

1. Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property:
 - a. overgrown or dead vegetation;
 - b. accumulation of newspapers, circulars, flyers or mail; p
 - c. past-due utility notices or disconnected utilities;
 - d. accumulation of trash, junk or debris;
 - e. the absence of window coverings such as curtains, blinds or shutters;
 - f. the absence of furnishings or personal items consistent with residential habitation;
 - g. statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned;
 - h. infestation by insects, vermin, rats or other pests;
 - i. windows or entrances that are boarded up or closed off;
 - j. multiple window panes that are damaged, broken or unrepaired;
 - k. doors that are smashed, broken, unhinged or continuously unlocked;
 - l. or any uncorrected violation of a municipal building, housing or similar code during the preceding year.
2. Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.

13-803.2 Registration of Vacant Property Required; Term; Fee

- a. As of the effective date of this section (this section adopted by Ord. No. 2015-10 on 4-22-15), the owner of any vacant property as defined herein shall, within thirty (30) days after the building becomes vacant property or within thirty (30) days after assuming ownership of the vacant property, whichever is later; or within ten (10) days of receipt of notice from the City, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by this section. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.
- b. Each property having a separate tax block and lot number shall be registered separately.
- c. The registration shall include the information required under subsection 13-802.4, the insurance certificate required under subsection 13-802.7, as well as any additional information that the municipal officer may reasonably require.
- d. The registration shall remain valid for one year from the date of registration. The owner shall be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in the applicable subsection for each vacant property registered.
- e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial registration fee shall be pro-rated for registration statements received less than ten (10) months prior to that date.
- f. The owner shall notify the municipal officer within thirty (30) days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.
- g. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

13-803.3 City Access for Inspections.

At any time after filing a registration statement or a renewal of a registration statement, the owner of any vacant property shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, on reasonable notice to the property owner or the designated agent.

13-803.4 Registration Application Content.

- a. The registration statement shall include (1) the name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the

owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and (2) the name, street address, e-mail address and telephone number of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24-hour per day, seven (7) day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the State of New Jersey or reside within the State of New Jersey.

- b. An owner who is a natural person and who maintains offices in the State of New Jersey or resides within the State of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.
- c. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.
- d. Any owner who fails to register a vacant property under the provisions of this section shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

13-804 Fee Schedule.

The registration and renewal fee for each building shall be as follows:

Initial registration	\$500.00
First renewal	\$1,000.00
Second renewal	\$1,750.00
Any subsequent renewal	\$2,500.00

13-804.1 Violations and Penalties.

- a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one thousand (\$1,000.00) dollars and not more than two thousand (\$2,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.
- b. For purposes of this section, failure to file a registration statement within 30 days

after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the City, failure to provide correct information on the registration statement, failure to comply with the provisions of subsections 13-802.6 and 13-802.7, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this section.

13-805 Maintenance of Vacant Property Required.

The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

- a. Enclose and secure the structure as provided in the applicable codes of the City of Asbury Park or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.
- b. Ensure that the grounds of the structure, including yards, fences, sidewalks, walks and driveways, are well-maintained and kept free from trash or debris; and
- c. Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.

13-806 Insurance Requirements.

The owner of any vacant property shall acquire or otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for buildings designed primarily for one to four unit residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building.

Policy shall be written on a comprehensive Personal or Commercial form and protect against claims for all damages arising from bodily injury or property damage including death, proof of which shall be furnished by a currently dated Certificate of Liability Insurance. The City of Asbury Park reserves the right to accept, amend or modify any of the conditions listed. The owner agrees to indemnify and hold the City of Asbury Park and its Officers, Directors, Employees, Appointed or Elected Officials, departments, volunteers and insurers, including but limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities") harmless from any and all liability, claims, costs and attorney's fees rising out of the use of the property referred to above.

Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation or change in coverage. The owner shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration.

13-807 Online Registry.

The City of Asbury Park may establish an online registry of all properties registered with the City under this section, which shall include a procedure by which citizens can provide the municipal officer with information on unregistered properties that may be subject to this section through electronic means.

13-808 Additional Rules and Regulations.

The municipal officer may issue rules and regulations for the daily and annual administration of the provisions of this section 13-802-10 action to transfer property to municipality (Receivership)

As per N.J.S.A. 55:19-84, the City is authorized to partake in a summary action or otherwise to transfer possession and control of abandoned property in need of rehabilitation to a municipality may be brought by a municipality in the Superior Court in the county in which the property is situated. If the court shall find that the property is abandoned pursuant to section 4 of P.L.2003, c.210 (C.55:19-81) and the owner or party in interest has failed to submit and initiate a rehabilitation plan, then the court may authorize the municipality to take possession and control of the property and develop a rehabilitation plan.

The municipality granted possession and control may commence and maintain those further proceedings for the conservation, protection or disposal of the property or any part thereof that are required to rehabilitate the property, necessary to recoup the cost and expenses of rehabilitation and for the sale of the property; provided, however, that the court shall not direct the sale of the property if the owner applies to the court for reinstatement of control of the property as provided in section 15 of P.L.2003, c.210 (C.55:19-92).

Failure by the owner, mortgage holder or lien holder to submit plans for rehabilitation to the municipality, obtain appropriate construction permits for rehabilitation or, in the alternative, submit formal applications for funding the cost of rehabilitation to local, State or federal agencies providing such funding within that six-month period shall be deemed prima facie evidence that the owner has failed to take any action to further the rehabilitation of the property.

The rules that govern this include, but are not limited to: N.J.S.A 55:19-84 through N.J.S.A. 55:19-97.

13-809 Removal from Vacant Property List.

As per N.J.S.A. 55:19-57 et. seq. the following shall be how a property shall be removed from the vacant property list:

- (1) An owner may remove a property from the list of abandoned properties prior to sale of the tax sale certificate by paying all taxes and municipal liens due, including interest and penalties and:
- (2) by posting cash or a bond equal to the cost of remediating all conditions because of which the property has been determined to be abandoned pursuant to section 36 of P.L.1996, c.62 (C.55:19-55) and posting cash or a bond to cover the cost of any environmental

cleanup required on the property, evidenced by a certification by a licensed engineer retained by the owner and reviewed and approved by the public officer stating that the cash or bond adequately covers the cost of the cleanup; or

- (3) by demonstrating to the satisfaction of the public officer that the conditions rendering the property abandoned have been remediated in full; provided, however, that where the public officer finds that the owner is actively engaged in remediating the conditions because of which the property was determined to be abandoned pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), as evidenced by significant rehabilitation activity on the property, the public officer may grant an extension of time of not more than 120 days for the owner to complete all work, during which time no further proceedings will be taken against the owner or the property.
- (4) If the owner has posted cash or a bond in order to have a property removed from the abandoned property list and the conditions because of which the property was determined to be abandoned have not been fully remediated within one year of the date of posting the cash or bond, or, in the case of a property which requires a remediation of any known, suspected or threatened release of contaminants, if the owner has failed to enter into a memorandum of agreement with the Department of Environmental Protection or an administrative consent order, as the case may be, or if an agreement or order is in effect but the owner has failed to perform the remediation in conformance with the agreement or order, then the cash or bond shall be forfeited to the municipality which shall use the cash or bond and any interest which has accrued thereon for the purpose of demolishing or rehabilitating the property or performing the environmental remediation. Any funds remaining after the property has been demolished, rehabilitated or cleaned up shall be returned to the owner.

13-810 SPECIAL TAX SALE; CRITERIA FOR BIDDERS

- (1) The City may take properties on the abandoned property list that are also eligible for tax sale under N.J.S.A. 55: 19-56, take them off the regular tax sale and hold a special tax sale for those properties. Under a special tax sale, the City may set qualifications and performance requirements for bidders, in order to ensure that the properties go to entities that will reuse them in a manner consistent with the public interest (N.J.S.A.55:19-101)
- (2) **As per the requirements of** N.J.S.A. 54:19-56 the City may require any property on the Vacant Property List in which the tax cert if held by the City, to remediate the property in accordance with this Section and applicable State law.

13-811 UPKEEP OF VACANT AND ABANDONED RESIDENTIAL PROPERTIES IN FORECLOSURE.

13-8011.1 Definitions.

ABANDONED PROPERTY-

As defined in accordance with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall mean the following:

- (1) Except as provided in Section 6 of P.L. 2003, c. 210 (N.J.S.A. 55:19-83), any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned

property upon a determination by the Public Official that:

- (a) The property is in need of rehabilitation in the reasonable judgment of the Public Official, and no rehabilitation has taken place during that six-month period;
 - (b) Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Official pursuant to this section;
 - (c) At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes (see N.J.S.A. 54:4-1 et seq.) as of the date of a determination by the Construction Official pursuant to this section; or
 - (d) The property has been determined to be a nuisance by the Public Official in accordance with Section 5 of P.L. 2003, c. 210 (N.J.S.A. 55:19-82).
- (2) A property which contains both residential and non-residential space may be considered abandoned pursuant to P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq.) so long as two-thirds or more of the total net square footage of the building was previously legally occupied as residential space and none of the residential space has been legally occupied for at least six months at the time of the determination of abandonment by the Public Official and the property meets the criteria of either Subsection (1)(a) or Subsection (1)(d) of this Subsection 8.1.

EVIDENCE OF VACANCY-

- (1) Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property:
- a. overgrown or dead vegetation;
 - b. accumulation of newspapers, circulars, flyers or mail;
 - c. past-due utility notices or disconnected utilities;
 - d. accumulation of trash, junk or debris;
 - e. the absence of window coverings such as curtains, blinds or shutters;
 - f. the absence of furnishings or personal items consistent with residential habitation;
 - g. statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned;
 - h. infestation by insects, vermin, rats or other pests;
 - i. windows or entrances that are boarded up or closed off;
 - j. multiple window panes that are damaged, broken or unrepaired;
 - k. doors that are smashed, broken, unhinged or continuously unlocked;
 - l. or any uncorrected violation of a municipal building, housing or similar code during the preceding year.

- (2) Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.
- (3) As per N.J.S.A. 55:19-105 any interested party may submit in writing a request to the public officer that a property be included on the abandoned property list prepared pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), specifying the street address and block and lot number of the property to be included, and the grounds for its inclusion. Within 30 days of receipt of any such request, the public officer shall provide a written response to the party, either indicating that the property will be added to the list of abandoned properties or, if not, the reasons for not adding the property to the list. For the purposes of this section, "interested party" shall include any resident of the municipality, any owner or operator of a business within the municipality or any organization representing the interests of residents or engaged in furthering the revitalization and improvement of the neighborhood in which the property is located.

Any interested party may participate in any redetermination hearing held by the public officer pursuant to subsection e. of section 36 of P.L.1996, c.62 (C.55:19-55). Upon written request by any interested party, the public officer shall provide the party with at least 20 days' notice of any such hearing. The party shall provide the public officer with notice at least 10 days before the hearing of its intention to participate, and the nature of the testimony or other information that is proposes to submit at the hearing.

Creditor shall mean, consistent with section 3 of P.L. 2008, c.86, a State chartered bank, savings bank, savings and loan association or any credit union, or any person required to be licensed under the provisions of the "New Jersey Residential Mortgage Lending Act," and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to, mortgage loan servicers.

Property Maintenance Code shall mean the dually adopted Code of the City of Asbury Park.

Public officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director, in writing.

13-811.2 Creditor Responsibility for Vacant and Abandoned Properties; In-State Representative Required.

- a. Any Creditor filing a summons and complaint in an action to foreclose on any residential property within the City shall be immediately responsible for the care, maintenance, security, and upkeep of the exterior of that property, in the event it is determined to be vacant and abandoned property as defined in this article, local or State law.
- b. Where a Creditor is located out-of-State, the Creditor shall be responsible for

appointing an in-State representative or agent to act on the Creditor's behalf for the purpose of satisfying the requirements of paragraph a. above. Notice of said representative or agent shall be provided to the City Clerk and the Public Officer (as defined in this section, in a manner that is consistent with subsection a. of section 17 of P.L. 2008, c.127 (the "Save New Jersey Homes Act of 2008"), and shall further include the full name and contact information of the in-State representative or agent.

- c. All foreclosing creditors, and, in the case of an out-of-State foreclosing Creditor, their in-State representatives, shall be responsible to comply with the requirements of all other ordinances adopted by the City of Asbury Park and the Code of the City relating to vacant and/or abandoned property, in the same manner as those ordinances and the Code of the City pertain to the title owners of such vacant and/or abandoned property.
- d. As per N.J.S.A **40:48-2.12s(c)(1)** the out-of-State creditor shall be subject to the following: a. of this section found by the municipal court of the municipality in which the property subject to the ordinance is located, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent pursuant to the ordinance shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on a creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L.2008, c.127 (C.46:10B-51) for providing notice to the municipal clerk that a summons and complaint in an action to foreclose on a mortgage has been served.
- e. The out-of-State creditor shall maintain the exterior and interior of the property in accordance to the City's Property Maintenance Code

13-811.3 NOTICE OF VIOLATION.

- a. The City's public officer shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the City, if the public officer determines that the Creditor has violated this section by failing to provide for the care, maintenance, security, and upkeep of the exterior of the property. Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to subsection 13-803.2 and the Save New Jersey Homes Act of 2008.
- b. The notice referenced in paragraph a. above shall require the Creditor to correct the violation(s) within thirty (30) days of receipt of the notice, or within ten (10) days of receipt of the notice if the violation presents an imminent threat to public health and safety.
- c. The issuance of a notice pursuant to paragraph a. above shall constitute proof that a residential property is Vacant and Abandoned for the purposes of P.L. 2012 (N.J.S.A. 2A-50-73).

13-811.4 Violations and Penalties.

- a. A Creditor subject to this section that is found by the municipal court of the City, or

by any other court of competent jurisdiction, to be in violation of the requirement to correct a “care, maintenance, security, or upkeep violation” cited in a notice issued pursuant to this section, shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this subsection shall commence thirty-one (31) days following the Creditor’s receipt of the notice, except where the violation is deemed to present an imminent risk to the public health and safety, in which case any fines shall commence eleven (11) days following receipt of the notice.

- b. An out-of-state Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on an out-of-State Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L. 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.
- c. No less than twenty (20 %) percent of any money collected pursuant to this section shall be utilized by the City of Asbury Park for purposes relating to its City code enforcement purposes.

13-812 ABATEMENT BY CITY; RECOURSE AGAINST CREDITOR

If the City expends funds in order to abate a nuisance or correct a violation on a residential property in which the creditor was given a notice of violation but failed to abate the nuisance or correct the violation as directed, the City shall have the same recourse against the creditor as it would have against the title owner of the property, including but not limited to the recourse provided under Section 42 of P.L.2003, c.210 (N.J.S.A. 55:19-100).”

13-813 Public officer authority to place lien on property; remedies.

The public officer, with the approval of the court, may place a lien on the property to cover any costs of the City in connection with a proceeding under this chapter, incurred prior to the grant by the court of an order of possession, which may include costs incurred to stabilize or secure the property to ensure that it can be rehabilitated in a cost-effective manner.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-2 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CINDY A. DYE
CITY CLERK

ARTICLE 13-800 Abandoned and Vacant Properties

(Ord. No. 2016-53)

13-801 IDENTIFICATION OF VACANT AND ABANDONED PROPERTIES.

13-801.1 Purpose.

The purpose of this Article is to protect the public health, safety, morals and welfare by establishing minimum standards governing the maintenance, appearance, rehabilitation and condition of vacant and/or abandoned properties and fixing penalties for violations of this Article.

13-801.2 - DEFINITIONS

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

ABANDONED PROPERTY-

As defined in accordance with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall mean the following:

- (1) Except as provided in Section 6 of P.L. 2003, c. 210 (N.J.S.A. 55:19-83), any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the Public Official that:
 - (a) The property is in need of rehabilitation in the reasonable judgment of the Public Official, and no rehabilitation has taken place during that six-month period;
 - (b) Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Official pursuant to this section;
 - (c) At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes (see N.J.S.A. 54:4-1 et seq.) as of the date of a determination by the Construction Official pursuant to this section; or
 - (d) The property has been determined to be a nuisance by the Public Official in accordance with Section 5 of P.L. 2003, c. 210 (N.J.S.A. 55:19-82).
- (2) A property which contains both residential and non-residential space may be considered abandoned pursuant to P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq.) so long as two-thirds or more of the total net square footage of the building was previously legally occupied as residential space and none of the residential space has been legally occupied for at least

six months at the time of the determination of abandonment by the Public Official and the property meets the criteria of either Subsection (1)(a) or Subsection (1)(d) of this Subsection 8.1.

EVIDENCE OF VACANCY-

(1) Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is or has been vacant for three or more months. Such evidence would include, but is not limited to, evidence of the existence of two or more of the following conditions at a property: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers or mail; past-due utility notices or disconnected utilities; accumulation of trash, junk or debris; the absence of window coverings such as curtains, blinds or shutters; the absence of furnishings or personal items consistent with residential habitation; statements by neighbors, delivery agents, or government employees that the property is vacant or abandoned; infestation by insects, vermin, rats or other pests; windows or entrances that are boarded up or closed off; multiple window panes that are damaged, broken or unrepaired; doors that are smashed, broken, unhinged or continuously unlocked; or any uncorrected violation of a municipal building, housing or similar code during the preceding year.

(2) Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., shall also be deemed to be vacant property for the purposes of this section.

(3) As per N.J.S.A. 55:19-105 any interested party may submit in writing a request to the public officer that a property be included on the abandoned property list prepared pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), specifying the street address and block and lot number of the property to be included, and the grounds for its inclusion. Within 30 days of receipt of any such request, the public officer shall provide a written response to the party, either indicating that the property will be added to the list of abandoned properties or, if not, the reasons for not adding the property to the list. For the purposes of this section, "interested party" shall include any resident of the municipality, any owner or operator of a business within the municipality or any organization representing the interests of residents or engaged in furthering the revitalization and improvement of the neighborhood in which the property is located.

Any interested party may participate in any redetermination hearing held by the public officer pursuant to subsection e. of section 36 of P.L.1996, c.62 (C.55:19-55). Upon written request by any interested party, the public officer shall provide the party with at least 20 days' notice of any such hearing. The party shall provide the public officer with notice at least 10 days before the hearing of its intention to participate, and the nature of the testimony or other information that is proposes to submit at the hearing.

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OWNER-

Shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity subject to the provisions of C.46:10B-51 (P.L. 2008, c. 127, § 17), or any other entity determined by the City of Asbury Park to act with respect to the property.

PUBLIC OFFICER

Shall mean a person designated by the City Manager

VACANT PROPERTY-

Any building used or to be used as a residence which is not legally occupied or at which substantially all lawful construction operations or residential occupancy has ceased for a period of at least three months, and any commercial property that has not been legally occupied or at which substantially all lawful construction operations have ceased for a period of at least three months, and which exhibits evidence of vacancy such that a reasonable person would believe that the property is vacant. Any property that contains all building systems in working order, is being maintained on a regular basis, has not been cited by the City for any violation of municipal ordinance within such time and is being actively marketed by its owner for sale or rental shall not be deemed vacant.

13-801.1 City List of Abandoned Properties.

- a. The ~~Director of Property Improvement and Neighborhood Preservation and Code Enforcement or the City Manager's designee~~Public Official is hereby directed to identify abandoned properties with the City, place said properties on an abandoned property list established as provided in Section 36 of P.L.1996, c.62 (C.55:19-55), as amended by Section 28 of P.L.2003, c.210, and provide such notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law.
- b. The abandoned property list shall apply to the City of Asbury Park as a whole.
- c. ~~The Director of Property Improvement and Neighborhood Preservation and Code Enforcement or the City Manager's designee is hereby designated as the public officer for the purpose of carrying out the responsibilities established by this section and shall have all the responsibilities and powers provided by law.~~
- d. The Director of Property Improvement and Neighborhood Preservation and Code Enforcement, Public Officer or the City Manager's designee shall exercise the authority granted the City pursuant to Section 13 of P.L.2003, c.210, to designate

qualified rehabilitation entities to act as the designee of the City with respect to the provisions of that section.

- e. The ~~Director of Property Improvement and Neighborhood Preservation and Code Enforcement or the City Manager's designee~~Public Officer shall provide a report to the Mayor and City Council every six (6) months, with respect to the number and location of properties on the abandoned property list, the status of those properties, and any actions taken by the City or by any qualified rehabilitation entity designated pursuant to the authority granted to the public officer with respect to any property on the list or any other abandoned property within the City.

13-802 REGISTRATION OF VACANT PROPERTY.

13-802.1 Definitions.

As used in this section:

Municipal Officer shall mean the ~~Director of Property Improvement and Neighborhood Preservation and Code Enforcement or such official within that department as may be designated by the Director in writing~~individual(s) appointed to the position by the City Manager

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Owner shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity that has filed a notice with the Municipal Clerk pursuant to the provisions of C.46:10B-51 (P.L.2008, c.127, Sec.17 as amended by P.L.2009, c.296), or any other entity determined by the public officer of the City of Asbury Park to have authority to act with respect to the property.

Public Officer shall mean an individual appointed by the City Manager to carry out activities as per applicable State and local statutes.

Vacant Property shall mean any building or structure which is not at present legally occupied or at which all lawful business or construction operations or residential or other occupancy have substantially ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-80~~1~~; provided, however, that any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and which is being actively

marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.

13-802.2 Registration of Vacant Property Required; Term; Fee Waivers.

- a. As of the effective date of this section (this section adopted by Ord. No. 2015-10 on 4-22-15), the owner of any vacant property as defined herein shall, within thirty (30) days after the building becomes vacant property or within thirty (30) days after assuming ownership of the vacant property, whichever is later; or within ten (10) days of receipt of notice from the City, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by this section. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.
- b. Each property having a separate tax block and lot number shall be registered separately.
- c. The registration shall include the information required under subsection 13-802.4, the insurance certificate required under subsection 13-802.7, as well as any additional information that the municipal officer may reasonably require.
- d. The registration shall remain valid for one year from the date of registration. The owner shall be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in subsection 13-802.5 for each vacant property registered.
- e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial registration fee shall be pro-rated for registration statements received less than ten (10) months prior to that date.
- f. ~~1. Any owner of vacant property who plans to restore the property to productive use and occupancy during the twelve (12) month period following the date of the initial registration of the property shall file a detailed statement of the owner's plans for restoration of the property with the registration statement and shall be exempt from payment of the registration fee, but shall comply with all other provisions of this section. In the event that the property has not been restored to productive use and occupancy at the end of the twelve (12) month period, the owner shall be liable for any fee waived. The municipal officer, after consultation with the City Council and with the~~

~~approval of a majority thereof, may extend the waiver of the registration fee for not more than one additional year in response to a written request by the property owner where the municipal officer finds that compelling conditions outside the owner's control made it impossible for the owner to restore the property within the initial twelve (12) month period.~~

2. ~~Where the owner is an entity experienced in rehabilitation or redevelopment of vacant properties, and where the property subject to this section is being held for a project of rehabilitation or redevelopment consistent with municipal plans and ordinances, and where by virtue of financing, market or other conditions that project may require more than one year for realization, the municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee on an annual basis without limitation upon written request by the owner as long as the municipal officer finds that the owner is making reasonable progress toward completion of the project. The owner shall provide the municipal officer with such documentation, which may include plans, financing applications, applications for land use approval or other evidence of progress.~~

- g. The owner shall notify the municipal officer within thirty (30) days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.
- h. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

13-802.3 City Access for Inspections.

At any time after filing a registration statement or a renewal of a registration statement, the owner of any vacant property shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, on reasonable notice to the property owner or the designated agent.

13-802.4 Registration Application Content.

- a. The registration statement shall include (1) the name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement

proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and (2) the name, street address, e-mail address and telephone number of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24-hour per day, seven (7) day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the State of New Jersey or reside within the State of New Jersey.

- b. An owner who is a natural person and who maintains offices in the State of New Jersey or resides within the State of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.
- c. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.
- d. Any owner who fails to register a vacant property under the provisions of this section shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

13-802.5 Fees.

- a. The registration and renewal fee for each building shall be as follows:

Initial registration	\$500.00 or prorated amount per subsection 13-802.2
First renewal	\$1,000.00
Second renewal	\$1,750.00
Any subsequent renewal	\$2,500.00

- b. ~~One hundred (100%) percent of all fee income resulting from the application of this section shall be used for the sole purpose of carrying out municipal activities with respect to vacant and distressed properties, including but not limited to code enforcement, abatement of nuisance conditions, stabilization, rehabilitation, and~~

~~other activities designed to minimize blight and further productive reuse of properties.~~

13-802.6 Maintenance of Vacant Property Required.

The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

- a. Enclose and secure the structure as provided in the applicable codes of the City of Asbury Park or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.
- b. Ensure that the grounds of the structure, including yards, fences, sidewalks, walks and driveways, are well-maintained and kept free from trash or debris; and
- c. Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.

13-802.7 Insurance Requirements.

The owner of any vacant property shall acquire or otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for buildings designed primarily for one to four unit residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building.

~~Policy shall be written on a comprehensive Personal or Commercial form and protect against claims for all damages arising from bodily injury or property damage including death, proof of which shall be furnished by a currently dated Certificate of Liability Insurance. The City of Asbury Park reserves the right to accept, amend or modify any of the conditions listed. The owner agrees to indemnify and hold the City of Asbury Park and its Officers, Directors, Employees, Appointed or Elected Officials, departments, volunteers and insurers, including but limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities") harmless from any and all liability, claims, costs and attorney's fees rising out of the use of the property referred to above.~~

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Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation or change in coverage. The owner shall attach evidence of the insurance to the owner's registration statement.

Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration.

13-802.8 Online Registry.

The City of Asbury Park may establish an online registry of all properties registered with the City under this section, which shall include a procedure by which citizens can provide the municipal officer with information on unregistered properties that may be subject to this section through electronic means.

13-802.9 Additional Rules and Regulations.

The municipal officer may issue rules and regulations for the daily and annual administration of the provisions of this section, ~~after consultation with the City Council and with the approval of a majority thereof.~~

13-802-10 Action to transfer property to municipality (Receivership)

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As per N.J.S.A. 55:19-84 The City is authorized to partake in a summary action or otherwise to transfer possession and control of abandoned property in need of rehabilitation to a municipality may be brought by a municipality in the Superior Court in the county in which the property is situated. If the court shall find that the property is abandoned pursuant to section 4 of P.L.2003, c.210 (C.55:19-81) and the owner or party in interest has failed to submit and initiate a rehabilitation plan, then the court may authorize the municipality to take possession and control of the property and develop a rehabilitation plan.

The municipality granted possession and control may commence and maintain those further proceedings for the conservation, protection or disposal of the property or any part thereof that are required to rehabilitate the property, necessary to recoup the cost and expenses of rehabilitation and for the sale of the property; provided, however, that the court shall not direct the sale of the property if the owner applies to the court for reinstatement of control of the property as provided in section 15 of P.L.2003, c.210 (C.55:19-92).

Failure by the owner, mortgage holder or lien holder to submit plans for rehabilitation to the municipality, obtain appropriate construction permits for rehabilitation or, in the alternative, submit formal applications for funding the cost of rehabilitation to local, State or federal agencies providing such funding within that six-month period shall be deemed prima facie evidence that the owner has failed to take any action to further the rehabilitation of the property.

The rules that govern this include, but are not limited to: N.J.S.A 55:19-84 through N.J.S.A. 55:19-97.

13-802.10 Violations and Penalties.

- a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one thousand (\$1,000.00) dollars and not more than two thousand (\$2,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.
- b. For purposes of this section, failure to file a registration statement within 30 days after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the City, failure to provide correct information on the registration statement, failure to comply with the provisions of subsections 13-802.6 and 13-802.7, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this section.

13-802.11 Removal from Vacant Property List.

As per N.J.S.A. 55:19-57 et. seq. the following shall be how a property shall be removed from the vacant property list:

(1) An owner may remove a property from the list of abandoned properties prior to sale of the tax sale certificate by paying all taxes and municipal liens due, including interest and penalties and;

(2) by posting cash or a bond equal to the cost of remediating all conditions because of which the property has been determined to be abandoned pursuant to section 36 of P.L.1996, c.62 (C.55:19-55) and posting cash or a bond to cover the cost of any environmental cleanup required on the property, evidenced by a certification by a licensed engineer retained by the owner and reviewed and approved by the public officer stating that the cash or bond adequately covers the cost of the cleanup; or

(3) by demonstrating to the satisfaction of the public officer that the conditions rendering the property abandoned have been remediated in full; provided, however, that where the public officer finds that the owner is actively engaged in remediating the conditions because of which the property was determined to be abandoned pursuant to section 36 of P.L.1996, c.62 (C.55:19-55), as evidenced by significant rehabilitation activity on the property, the public officer may

grant an extension of time of not more than 120 days for the owner to complete all work, during which time no further proceedings will be taken against the owner or the property.

(4). If the owner has posted cash or a bond in order to have a property removed from the abandoned property list and the conditions because of which the property was determined to be abandoned have not been fully remediated within one year of the date of posting the cash or bond, or, in the case of a property which requires a remediation of any known, suspected or threatened release of contaminants, if the owner has failed to enter into a memorandum of agreement with the Department of Environmental Protection or an administrative consent order, as the case may be, or if an agreement or order is in effect but the owner has failed to perform the remediation in conformance with the agreement or order, then the cash or bond shall be forfeited to the municipality which shall use the cash or bond and any interest which has accrued thereon for the purpose of demolishing or rehabilitating the property or performing the environmental remediation. Any funds remaining after the property has been demolished, rehabilitated or cleaned up shall be returned to the owner.

13-802.12 Tax Sale

- (1) The City may take properties on the abandoned property list that are also eligible for tax sale under N.J.S.A. 55:19-56, take them off the regular tax sale and hold a special tax sale for those properties. Under a special tax sale, the City may set qualifications and performance requirements for bidders, in order to ensure that the properties go to entities that will reuse them in a manner consistent with the public interest (N.J.S.A.55:19-101).
- (2) As per the requirements of N.J.S.A. 54:19-56 the City may require any property on the Vacant Property List in which the tax cert is held by the City, to remediate the property in accordance with this Section and applicable State law.

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13-803 UPKEEP OF VACANT AND ABANDONED RESIDENTIAL PROPERTIES IN FORECLOSURE.

13-803.1 Definitions.

Creditor shall mean, consistent with section 3 of P.L. 2008, c.86, a State chartered bank, savings bank, savings and loan association or any credit union, or any person required to be licensed under the provisions of the “New Jersey Residential Mortgage Lending Act,” and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to, mortgage loan servicers.

Property Maintenance Code shall mean the dually adopted Code of the City of Asbury Park.

Public officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director, in writing.

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13-803.2 Creditor Responsibility for Vacant and Abandoned Properties; In-State Representative Required.

- a. Any Creditor filing a summons and complaint in an action to foreclose on any residential property within the City shall be immediately responsible for the care, maintenance, security, and upkeep of the exterior of that property, in the event it is determined to be vacant and abandoned property.
- b. Where a Creditor is located out-of-State, the Creditor shall be responsible for appointing an in-State representative or agent to act on the Creditor’s behalf for the purpose of satisfying the requirements of paragraph a. above. Notice of said representative or agent shall be provided to the City Clerk and the Public Officer (as defined in this section, in a manner that is consistent with subsection a. of section 17 of P.L. 2008, c.127 (the “Save New Jersey Homes Act of 2008”), and shall further include the full name and contact information of the in-State representative or agent.
- c. All foreclosing creditors, and, in the case of an out-of-State foreclosing Creditor, their in-State representatives, shall be responsible to comply with the requirements of all other ordinances adopted by the City of Asbury Park and the Code of the City relating to vacant and/or abandoned property, in the same manner as those ordinances and the Code of the City pertain to the title owners of such vacant and/or abandoned property.
- d. As per N.J.S.A 40:48-2.12s(c)(1) the out-of-State creditor shall be subject to the following: a. of this section found by the municipal court of the municipality in which the property subject to the ordinance is located, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent pursuant to the ordinance shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on a creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L.2008, c.127 (C.46:10B-51) for providing notice to the municipal clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

- e. The out-of-State creditor shall maintain the exterior and interior of the property in accordance to the City's Property Maintenance Code

13-803.3 Notice.

- a. The City's public officer shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the City, if the public officer determines that the Creditor has violated this section by failing to provide for the care, maintenance, security, and upkeep of the exterior of the property. Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to subsection 13-803.2 and the Save New Jersey Homes Act of 2008.
- b. The notice referenced in paragraph a. above shall require the Creditor to correct the violation(s) within thirty (30) days of receipt of the notice, or within ten (10) days of receipt of the notice if the violation presents an imminent threat to public health and safety.
- c. The issuance of a notice pursuant to paragraph a. above shall constitute proof that a residential property is "Vacant and Abandoned" for the purposes of this section.

13-803.4 Violations and Penalties.

- a. A Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to correct a "care, maintenance, security, or upkeep violation" cited in a notice issued pursuant to this section, shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this subsection shall commence thirty-one (31) days following the Creditor's receipt of the notice, except where the violation is deemed to present an imminent risk to the public health and safety, in which case any fines shall commence eleven (11) days following receipt of the notice.
- b. An out-of-state Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on an out-of-State Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L. 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

- c. No less than ~~twenty one hundred~~ (10200 %) percent of any money collected pursuant to this section shall be utilized by the City of Asbury Park for purposes relating to its City code enforcement purposes.



**Asbury Park, New Jersey
ORDINANCE NO. 2019-3**

**ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY
PARK AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY WHICH IS NO
LONGER NEEDED FOR PUBLIC USE (BLOCK 903, LOT 1.01 - 1322 SPRINGWOOD
AVENUE)**

WHEREAS, The City of Asbury Park (the “City”) is the record owner of certain real property situated within the City which is known and designated as Block 903, Lot 1.01 on the Official Tax Map (located at 1322 Springwood Avenue) (also referenced as the “Property”); and

WHEREAS, the Property is undersized and cannot be developed without the approval of variances; and

WHEREAS, the Mayor and City Council do hereby determine that the Property is no longer needed for any public use(s) or purpose(s) of the City; and

WHEREAS, N.J.S.A. 40A:12-13(b)(5) provides that a parcel such as the Property may be sold by private sale to an adjacent property owner pursuant to an ordinance and without conducting a public auction, provided that (i) the property is less than the minimum size required for development under the municipal zoning ordinance; (ii) there are no capital improvements on the property; (iii) the sale of the property is made for at least fair market value; (iv) the purchaser is both an adjacent property owner and the highest bidder of all of the adjacent property owners, and (v) the purchaser shall abide by certain conditions and/or requirements, if any, imposed by the City at the time of sale of the property; and

WHEREAS, the Mayor and City Council do hereby wish to authorize the sale of the Property, through a private sale to the highest bidder of all of the adjacent property owners, pursuant to N.J.S.A. 40A:12-13(b)(5), in accordance with the provisions set forth below.

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

Section 1. Authorization for and Condition(s) of Sale:

The sale of the property located at Block 903, Lot 1.01 on the Official Tax Map of the City (located at 1322 Springwood Avenue) is hereby authorized pursuant to N.J.S.A. 40A:12-13(b)(5), subject to the following conditions and restrictions:

1. The Property shall be sold for not less than Thirty-Five Thousand Dollars (\$35,000.00), the fair market value thereof, along with the payment of any and all

expenses incurred by the City in connection with the sale and transfer of the title to the Property, including but not limited to the payment by the purchaser of the City's legal, survey, title and environmental fees, if any;

2. The purchaser shall take all necessary steps to formally merge the Property with its adjacent property and provide the municipality with proof thereof;

3. The purchaser and/or any subsequent owner shall not be permitted to subdivide the Property or any portion thereof and shall not be permitted to construct another principal structure thereon;

4. The deed transferring the Property to the purchaser shall incorporate the restrictions set forth in items 2. and 3. above;

5. The Property shall be sold "as is" with regard to any and all conditions, including but not limited to environmental and title issues;

6. The purchaser shall be required to provide ten percent (10%) of the purchase price of the Property with the sealed bid via cash or certified funds, which percentage shall be deemed a non-refundable deposit;

7. The purchaser shall be required to execute a contract of sale in connection with the payment of the balance of the purchase price and the closing of title within thirty (30) days of the adoption of a Resolution by the Mayor and City Council awarding the sale of the Property, as specified in Section 3 below; and

8. The closing shall occur no later than sixty (60) days from the date of the executed contract of sale, or by such other date as mutually agreed to by the parties, and the City shall provide a quitclaim deed in connection therewith; an affidavit of title will not be provided.

Section 2. Submission of bids:

The City shall solicit bids, through a sealed bid process, from all owners of parcels adjacent to the Property and shall require that such bids be submitted to the City Clerk by 10:00 a.m. (EST) on Friday, March 29, 2019. All bids will be opened and read aloud at 10:00 a.m. (EST) on Friday, March 29, 2019 in the Municipal Council Chambers.

Section 3. Determination of Award; Reservation of Rights; Authorization of City Officials:

The Mayor and City Council shall authorize the award of the sale of the Property within sixty (60) days of the date of opening of the bids. Such award may be made by Resolution.

The City reserves the right to reject all bids where the highest bid is not accepted or does not meet the requisite conditions and restrictions, or for any other reason whatsoever.

All relevant City officials, including but not limited to the City Manager, the City Clerk, the Director of Planning and Redevelopment and the City Attorney, are hereby authorized to perform any actions that are deemed necessary in furtherance of the intentions of the within Ordinance.

Section 4. All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5. Should any section, paragraph, clause or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect or impair the remainder of this Ordinance.

Section 6. This Ordinance shall take effect upon its passage and publication according to law, following the required twenty (20) day wait period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

Be It Further Ordained, that a certified copy of this Ordinance shall be provided to each of the following:

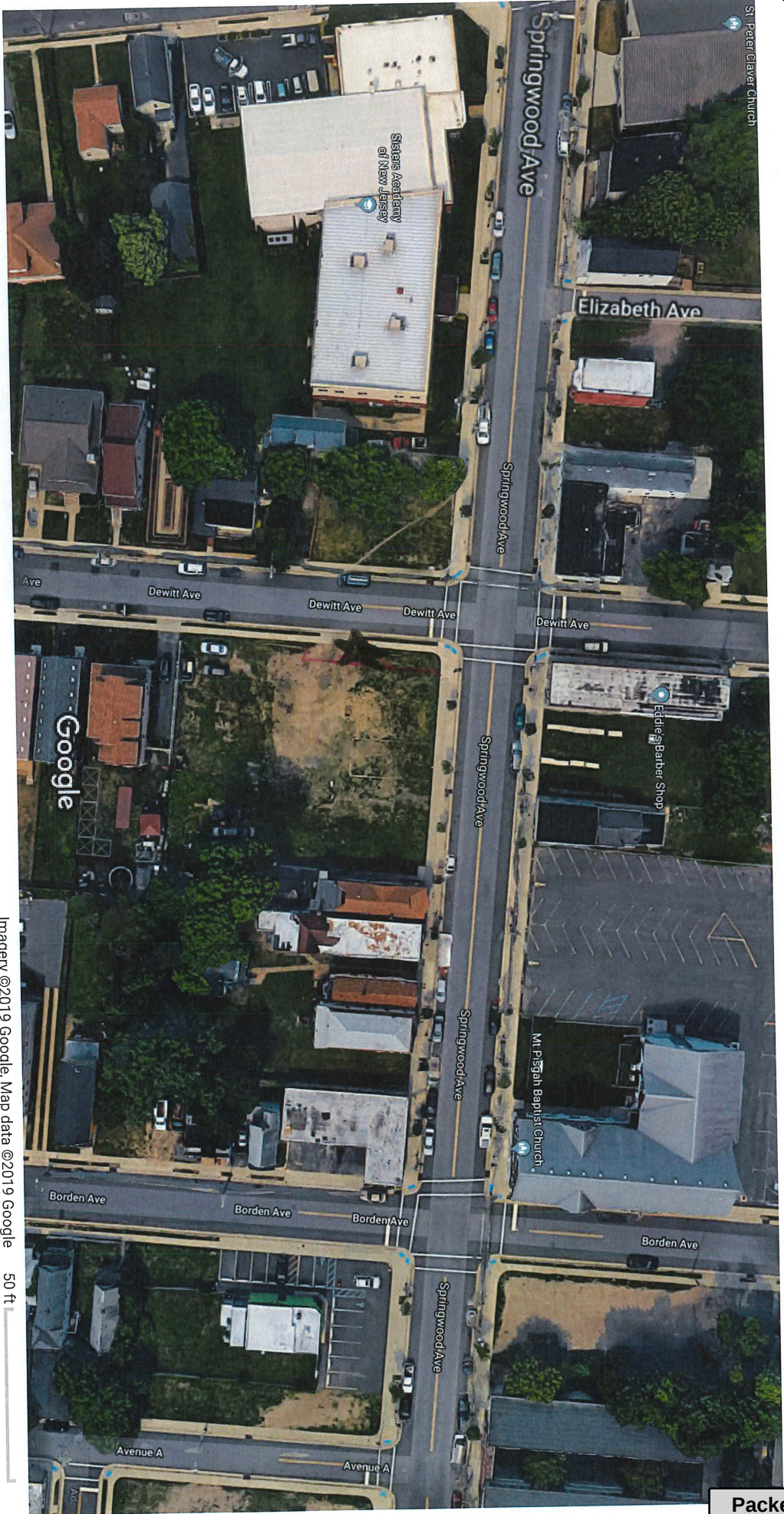
- a. Michele Alonso, Director of Planning and Redevelopment
- b. Michael Capabianco, City Manager
- c. Frederick C. Raffetto, Esquire, City Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-3 which was finally adopted by the City Council at a meeting held on the 13th day of February, 2019

CINDY A. DYE
CITY CLERK

300 6th Ave

Attachment: Maps of 1322 Springfield (2019-3 : Sale of Real Property which is no longer needed For Public Use Block 903, Lot 1.01 - 1322



Imagery ©2019 Google, Map data ©2019 Google

50 ft

★ 1322 Springfield Avenue



NEPTUNE TOWNSHIP
MONMOUTH COUNTY

1322
Springwood Ave

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON

CITY OF
MONMOUTH COUNTY
SCALE 1"=50'



Minutes
Meeting of the Municipal Council
Wednesday, February 13, 2019
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco had no issues.

Review of Agenda Items for February 13, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting.

Matters from City Council

Council Member Chapman stated that the Dana and Christopher Reeve Foundation will be holding a fundraiser at Langosta Lounge on February 28 from 6 p.m. to 9 p.m. This foundation provided the City with the beach mats and mobile beach chairs.

Council Member Clayton stated that the pay by plate is now available throughout the City.

Council Member Kendle stated that the Asbury Park Recreation Committee will be sponsoring a Card Playing evening.

Deputy Mayor Quinn sent her condolences to the Asbury Park resident who lost their partner recently.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters

Items to be presented by Asbury Partners, LLC:

1. Asbury Park Beach Club Project

Jennifer Smith, Esquire was present on behalf of the applicant Asbury Partners, LLC. The professionals representing the applicant reviewed the proposed Asbury Park Beach Club project with the City Council.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, February 13, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-72 Resolution Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion 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: Kay Harris, Veronica Vasquaz, Bernie Ramos, ?? Preston, Pam Lamberton, Madeline Monico, Polly Shova, Joyce Grant, Hugh McKlutzky, Anita Cumberson, Dr. Herbert Phoenix, Jr., Linda Leahey, Joe Coakley, Linda Phillips, Gus Rafano, Diana Petit, Teresa Jones, Doug McQueen, Maurren Nevins, Johad Peoples, Lana Leondard, Felicia Simmons, Tracey Rogers, Katherine Healey, Christian Hubert, Jess Alaimo, Genise Hughes, Mike Cassalano, Emily Patterson, Nicole Harris, Maryann Antinucci, Arthur Schlossback, Tom DeSano, Carrie Butch, Cliff Young, Paul Edgecomb, Melanie Mullner, Reggie Philman and Bill Macklin.

Motion made by Council Member Chapman and seconded by Deputy Mayor Quinn to close the meeting to the public. All were in favor.

Mayor Moor called for a five minute break.

Deputy Mayor Quinn made a statement to the public.

Brian Cheripka from Asbury Partners, LLC,/iStar responded to the questions and comments made by the public.

ANNOUNCEMENT BY MAYOR MOOR OF MAYOR'S APPOINTMENT TO THE LIBRARY BOARD COMMITTEE

Mayor Moor appointed Werner Baumgartner as a member of the Library Board for an unexpired term of December 31, 2021.

MINUTES

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

1. Executive Session Minutes of Jan 23, 2019 4:00 PM
2. Municipal Council - Work Session - Jan 23, 2019 6:00 PM
3. Municipal Council - Regular Meeting - Jan 23, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2019-73 Resolution Authorizing Cancellation of Municipal Tax Sale Certificates Due to Erroneous Name of Lien Holder

2019-74 Resolution Establishing Policies and Procedure for the Payment of Claims, Claimant's Signature for Payment Pursuant to N.J.S.A. 40a:5-16, N.J.A.C. 5:30-9a.6 And N.J.A.C. 5:31-4.1

2019-75 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1213 Washington Ave.)

2019-76 Appointment to the Recreation Advisory Committee

The following members are being appointed with a term expiring December 31, 2019: Sylvia Sylvia and Vishal (Vic) Sood.

2019-77 Resolution Authorizing Appointments to the "Sunset Lake Commission"

The following members are being appointed:

Chester Boles, Regular Member

Term Expire: 12/31/2020

2019-78 Appointing Members to the Planning Board (Class III and IV)

The following members are being appointed:

Jennifer Souder- Term to expire on December 31, 2022

Jim Henry - Unexpired term of December 31, 2020

2019-79 Appointing Members to the Zoning Board of Adjustment

The following member is being appointed:

Stephanie Hunnell - Term to expire on December 31, 2022

INDIVIDUAL RESOLUTIONS

2019-80 Resolution Amending Temporary Budget Appropriations for 2019 Budget

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

2019-81 Resolution Approving Payment of Bills

Deputy Mayor Quinn abstains from PO 18-00078.

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

2019-82 Resolution Amending the PBA contract

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

2019-83 A Resolution Authorizing Entering into an Agreement with the Township of Neptune regarding Wesley Lake

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

2019-84 Resolution Approving Change Order #1 for Bridge and Heck Street Improvements

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

2019-85 Authorizing a Professional Services Contract to T&M Associates to Conduct Remedial Investigation (RI) Services at the Fire House

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

2019-86 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

2019-87 Resolution Authorizing the Purchase of a Kubota and Refuse Dump Box for the Beach Department

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

ORDINANCES

Introduction

2019-4 Ordinance of the City of Asbury Park Supplementing Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-5 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

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-6 Bond Ordinance Providing for Various Beach Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”); Appropriating \$15,000,000 Therefor and Authorizing the Issuance of \$15,000,000 Bonds or Notes of the City to Finance Part of the Costs Thereof

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [3 TO 1]
	Next: 3/13/2019 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn
ABSTAIN:	Jesse Kendle

2019-7 Bond Ordinance Providing for Parking Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$440,000 Therefor and Authorizing the Issuance of \$440,000 in Bonds or Notes to Finance the Cost Thereof

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-8 Bond Ordinance Providing for Acquisition and Installation of Security Cameras for the Beach Area, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (The “City”); Appropriating \$200,000 Therefor and Authorizing the Issuance of \$200,000 Bonds or Notes of the City to Finance Part of the Costs Thereof

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-9 Bond Ordinance Providing for Various 2019 Capital Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$2,000,000 Therefor and Authorizing the Issuance of \$1,904,759 Bonds or Notes of the City to Finance Part of the Cost Thereof

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-10 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing is scheduled for March 13, 2019.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/13/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2019-2 An Ordinance Amending and Supplementing Articles and Sections of Chapter Thirteen Abandoned and Vacant Properties

RESULT:	TABLED [4 TO 1]
	Next: 2/27/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2019-3 Ordinance of the Mayor and City Council of the City of Asbury Park Authorizing the Sale of Certain Real Property Which Is No Longer Needed For Public Use (Block 903, Lot 1.01 - 1322 Springwood Avenue)

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the Ordinance to the public. All were in favor.

The following members of the public spoke: Pam Lamberton.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the Ordinance to the public. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 9:20 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk