



Agenda
Meeting of the Municipal Council
Wednesday, February 14, 2024
REGULAR MEETING 6:00 PM

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

2024-104 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. New Cingular Wireless Antennas at Waste Water Treatment Plant

B. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. Durango, Inc v. City of Asbury Park

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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

A. Special Events

Items to be Presented:

1. JLD Investment Group, LLC Development Project – Holy Spirit Church 705 Second Avenue

Matters from City Council

Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting Jan 31, 2024 4:00 PM
- Municipal Council - Regular Meeting - Jan 31, 2024 6:00 PM

C. Consent Agenda Resolutions

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

2024-105 Resolution Approving Special Event Applications

2024-106 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2023 Budget

2024-107 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Michael Anthony Ingram for Property Located at 413 Ridge Avenue, Asbury Park

2024-108 Resolution Authorizing the Disposition of Surplus Property

2024-109 Resolution to Refund Overpaid Municipal Charges for Various Properties

D. Individual Resolutions

2024-110 Resolution Approving Payment of Bills

2024-92 Resolution Authorizing a Professional Services Contract to Hackensack Meridian Team Health P.C. for Employment Exams and Physicals

2024-111 Resolution Authorizing the Purchase of Rock Salt as Needed for the 2024 Winter Season

2024-112 Resolution Authorizing Purchase of Ammunition for the Police Department

2024-113 Resolution Approving Change Order #2 for Memorial Drive Sanitary Sewer Improvements

2024-114 Resolution Authorizing the Renewal of Various Storage Units with Life Storage

2024-115 Resolution Awarding a Contract to Monmouth Telecom for Telephone and Internet Service

- 2024-116 Resolution Awarding a Contract for Real Property Data Collection and Verification Services
- 2024-117 Resolution Authorizing a New Heating & Cooling Unit Needed at the Transportation and Social Services Building
- 2024-118 Resolution Authorizing Payment to Community Affairs Resource Center for a Public Facility Upgrade through Community Development Block Grant (CDBG) Funding
- 2024-120 Resolution Appointing the Firm of Community Grants, Planning & Housing to Serve as Housing Rehabilitation Program Administrator and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2024-121 Resolution Appointing the Firm of Maraziti Falcon, LLP , to Serve as Special Conflict Counsel to Obtain an Easement with New Jersey Transit for the Asbury Park New Fire Department Headquarters, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2024-122 Resolution Authorizing a Professional Services Contract with T&M Associates for Professional Environmental Engineering Services
- 2024-123 Resolution Authorizing Award to Monmouth County SPCA for Animal Control Services
- 2024-124 Resolution Awarding a Bid for Intersection Improvements at Bangs Avenue and Prospect Avenue
- 2024-125 Resolution Of The Mayor And City Council Of The City Of Asbury Park Referring Proposed Amendments To The Main Street Redevelopment Plan To The City Of Asbury Park Planning Board, And Directing The Planning Board To Take Certain Actions Pursuant To N.J.S.A. 40A:12A-7(e)
- 2024-126 Resolution Authorizing The City Of Asbury Park To Execute A License Agreement To Permit A Limited Encroachment Into The Right-Of-Way Area Adjacent To The Property Located At 615 Sixth Avenue (Block 3007, Lot 19), Relating To A Brick Retaining Wall Situated Along Sixth Avenue (Corner Of Bond Street And Sixth Avenue), In Asbury Park, New Jersey
- 2024-127 Resolution Authorizing The City Of Asbury Park To Execute A License Agreement For Encroachment Into An Area Of The City Right-Of-Way Adjacent To The Property Located At 550 Cookman Avenue (Block 3105, Lot 4)
- 2024-128 Resolution Of The City Of Asbury Park Referring The Proposed “Redevelopment Plan For 1201 Memorial Drive, City Of Asbury Park Monmouth County, Block: 203, Lot 5 Dated February 5, 2024, In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40A:12A

- 2024-129 Resolution Supporting Monmouth County’s Federal Funding Application Under The U.S. Department Of Transportation’s FY 2024 RAISE Grant For Improvements Along Asbury Avenue Between State Highway 35 And Ocean Avenue North In The Townships Of Neptune And Ocean, And The City Of Asbury Park
- 2024-130 Resolution of Support of a Grant Award Extension From the New Jersey Department of Transportation for the Asbury Avenue Bikeways Project and Prospect Avenue and Bangs Avenue Intersection Upgrades Project
- 2024-131 Resolution Appointing Council Members To Serve On Certain Internal Standing Committees And/Or To Serve As Council Liaisons

E. Ordinances

1. Introduction

- 2024-3 Ordinance Of The City Of Asbury Park Amending And Supplementing Certain Sections Of Chapter 5, Entitled “Beach, Boardwalk And Beachfront Regulations,” Of “The Code Of The City Of Asbury Park,” In Certain Limited Respects

2. Second Reading/Public Hearing

- 2024-1 Ordinance Of The City Of Asbury Park Amending And Supplementing Various Sections Of Chapter 2, Entitled “Administration,” And Subsection 30-22.1, “Establishment,” Of Section 30-22, “Zoning Board Of Adjustment,” Of Chapter 30, Land Development Regulations,” Of “The Code Of The City Of Asbury Park.”
- 2024-2 Ordinance Of The City Of Asbury Park Amending And Supplementing §4-1.4, Entitled “Fees,” Of §4-1, “Business Licenses,” Of Chapter 4, “General Licensing,” Of “The Code Of The City Of Asbury Park.”

F. Adjournment

**RESOLUTION NO. 2024-104****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 14, 2024 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. New Cingular Wireless Antennas at Waste Water Treatment Plant

B. Litigation:

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. Durango, Inc v. City of Asbury Park

C. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK



P.O. Box 236
 2 East Broad Street, 2nd Floor
 Hopewell, NJ 08525
 609-257-6705 (v)
 609-374-9939 (f)
 info@kylemcmamus.com

To: Asbury Park City Council

From: Elizabeth McManus, PP, AICP, LEED AP 

Re: **JLD / Holy Spirit**
Public Input Session: February 14, 2024

Date: February 5, 2024

JLD is scheduled for a public input session during the February 14, 2024 meeting. This meeting was noticed, and the materials attached to this memo were submitted to the City for public review.

The JLD Site, also known as Holy Spirit Church, is located at 701-705 2nd Avenue at Block 2703, Lot 3. The site is a 1.19 acre corner lot with significant lot frontage along Bond Street and 2nd Avenue. There are no environmental constraints on the site. The site is occupied by the Holy Spirit Roman Catholic Church, as well as accessory structures and parking. The church building is a noteworthy and beautiful building in the City.

The Site is located in the R1 Residential zone district. Lands north, south, and east are also in the R1 zone district. Properties adjacent to the west, which also have frontage on Main Street, are in the B Business zone district or the Main Street Redevelopment Plan area, Community Shopping Zone. The site is less than one block from the Main Street commercial corridor, approximately a half mile from Ocean Avenue, Cookman Avenue, and the Train Station. Notwithstanding, the predominant character for the immediate surrounding area is single-family residential development.

The developer is proposing adaptive reuse of the church and construction of a residential building on the remaining land. The following is a *very brief* summary of the project.

- Adaptive reuse of the church, including the basement, ground floor and upper floor. Proposed uses include a restaurant, artisan spaces, multiple performance spaces (including a theater in the basement) and office space.
- Construction of an 8-story mixed use building. The building will include 90 residential units, including 15 affordable housing units (16.67%), two retail stores, and structured parking. The proposed structured parking provides .75 spaces per residential unit, and 55 parking spaces for all other parking demands.

Attachment: JLD presentation (2024-18 : JLD / Holy Spirit Input Session)

JLD Investment – 705 2nd Avenue Project Overview – February 14, 2024

JLD Investment is pleased to present its vision for the next phase in the life of the Holy Spirit Church at the corner of 2nd Avenue and Bond Street. The project team has been working on concepts for the preservation and reuse of the church, along with the construction of a new building on the adjacent parking lot since 2021. The current version of the plans, which will be presented at the City Council meeting on February 14, 2024, include the following development program:

- Adaptive reuse of the Holy Spirit Church with a mix of uses focused on establishing a hub for arts and culture.
 - Basement / Lower Floor
 - A theater that will provide a home for the Asbury Park Theater Company and Asbury Park Music Foundation.
 - Flexible office space that may be leased to professionals, other tenants of the building, and other users.
 - Ground Floor
 - Artisan spaces that will provide workshops / incubator space to support local artists and provide them with a place to sell their wares in a common public hall.
 - A café with a potential bar and seating in the area of the church altar.
 - A stage at the front of the altar
 - Repurposed church pews into seating clusters that will offer viewing areas for the stage, the stage on the upper floor, and provide a flexible space for people to gather.
 - Upper Floor
 - “The Sacred Stage” a third performance stage near the old church organ that will be visible from the seating and gathering spaces on the Ground Floor.
- Construction of a new mixed-use building that will contain 90 residential units spread across six floors, two parking levels, two small retail spaces, and amenities for the residential tenants.
 - The two parking decks will be allocated separately. The larger 2nd level deck will be reserved for the residential tenants. It is anticipated that most, if not all, units will have a dedicated parking space. The ground level deck will provide parking that is allocated to the church building.
 - Secure indoor bicycle parking will be provided.
 - Two small retail storefronts on the ground floor will create a bridge from Main Street to the church building.
- The project will generate 15 units of affordable housing with one-, two-, and three-bedroom units.

Purpose of the Presentation

The project team is presenting its vision to the City Council and members of the public to get feedback on the plan to adaptively reuse the Holy Spirit Church and the adjacent new building. The team has been refining its concepts for the development – over the past several years, there have been discussions with the city, open houses at the church building, and other conversations about the future of the site. The hope is that the team will be able to get constructive feedback on the current plan that will allow it to be improved and refined, and a commitment to move forward with the process so the vision can become a reality.

The team appreciates the importance of the church building and its place in Asbury Park. Considerable effort has been made to develop creative plans that will give the church a second life in a way that is feasible to undertake for all parties. The zoning for the property only permits single-family residential development, so the arts and cultural center in the church and the new residential building are not allowed under the current rules. While the team has approval to construct six single-family residences, as the zoning permits, it would prefer to pursue a project that will contribute in a more robust and creative way to the city for decades to come.

The team is requesting consideration of the extension of the Main Street Redevelopment Plan, which is immediately adjacent to the west side of the property, or the preparation of a dedicated redevelopment plan for the church property that will enable the redevelopment concept to move forward.

As part of a redevelopment project, the team is requesting to enter a partnership with the city for a Payment in Lieu of Taxes (PILOT) and Redevelopment Area Bond (RAB) to make the project financially feasible. The reuse of the church building will require substantial financial commitment in the short- and long-term until the right mix of uses can get established. In addition, the provision of deed-restricted affordable housing units will require support. The team will have a financial professional present at the council meeting to discuss the requested support and provide general information for the public.

Parking Considerations

Parking is a significant concern in Asbury Park. Several members of the project team are city residents and are familiar with the challenges that arise, particularly in the summer months. As indicated in the project overview, two floors of structured parking are proposed. The lower level will be used primarily, if not exclusively, for the cultural, artistic, and commercial users of the church building. The upper level will be allocated to tenants.

The initial space count provides approximately 0.75 spaces per residential unit and 55 spaces that can be allocated in a flexible way for users in the church or as residential overflow parking. The team has put considerable thought into parking management and anticipates working closely with the city to establish schedules and use of valet services to maximize on-site parking and/or coordinate with off-site facilities if appropriate.

Peak demand during theater performances and other special events will require careful management. It should be noted that at its peak, the church also generated substantial parking demand. The key to success for the project will be for it to be a good neighbor (as the church was for many years) and to carefully manage parking and transportation when there are special events that draw a crowd.

The team hopes that the church can become a hub of cultural and artistic activity that caters to the local community. During the peak summer season, it is expected that many users of the property will walk, bike, scoot, or otherwise take advantage of the city's infrastructure to avoid having to deal with traffic and parking. When out-of-town guests and customers visit the site, on-site parking will be available, which very few other commercial and cultural operations in the city can offer. The project will include dedicated bicycle storage facilities and makes sense as a location for future scooter share operations.

The project wants to maintain balance – provide a center of activity that caters to the local population (i.e. people that will be inclined to walk / bike to the church building) and offers adequate parking for day-to-day use and flexible, well-managed parking arrangements for controlled peaks.

Project Benefits

Saving the Holy Spirit Church Structure

- The team heard the concerns of residents, former parishioners, local historians, and others during previous meetings. The church cannot be a church anymore, but the building can have a second life and remain part of the fabric of the city and accessible to the public.
- The iconic structure will be lightly updated to accommodate the change in use, but it will remain at the corner of 2nd and Bond where it has been for 100+ years.
- The church will remain open to the public – over the last several years, the team explored different ways to make saving the church building economically viable. Concepts were prepared to convert the church into luxury condos, but that would have eliminated public access. This alternative is better for the city.
- The city is mixed-use, there are very few purely residential neighborhoods. 2nd Avenue alone has high rise apartments, low-rise apartments, 1-4-family residences, converted factory lofts, industrial laundry facility, brewery, Walgreens, restaurant, church, stony pony within the span of 10 blocks.

The church has been part of that mix of uses and this proposal is a complementary evolution that fits.

Creation of a cultural space that provides:

- An incubator for local artists and artisans with small spaces to work, display, and sell their wares.
- Small flexible office spaces that can fill a gap in the office market for small companies, non-profits, and solo professionals.
- A gathering place (“third place”) that can host cultural and artistic events with a variety of flexible commercial activity – flexibility and creativity are key!
- A new center of activity that will be accessible to local residents and contribute to the Main Street corridor.
- Public art in collaboration with the city Arts Council and local artists. Space for murals on the residential building is planned, and there may be opportunities for other art installations on the property.

Establishment of a home for the Asbury Park Theater Company

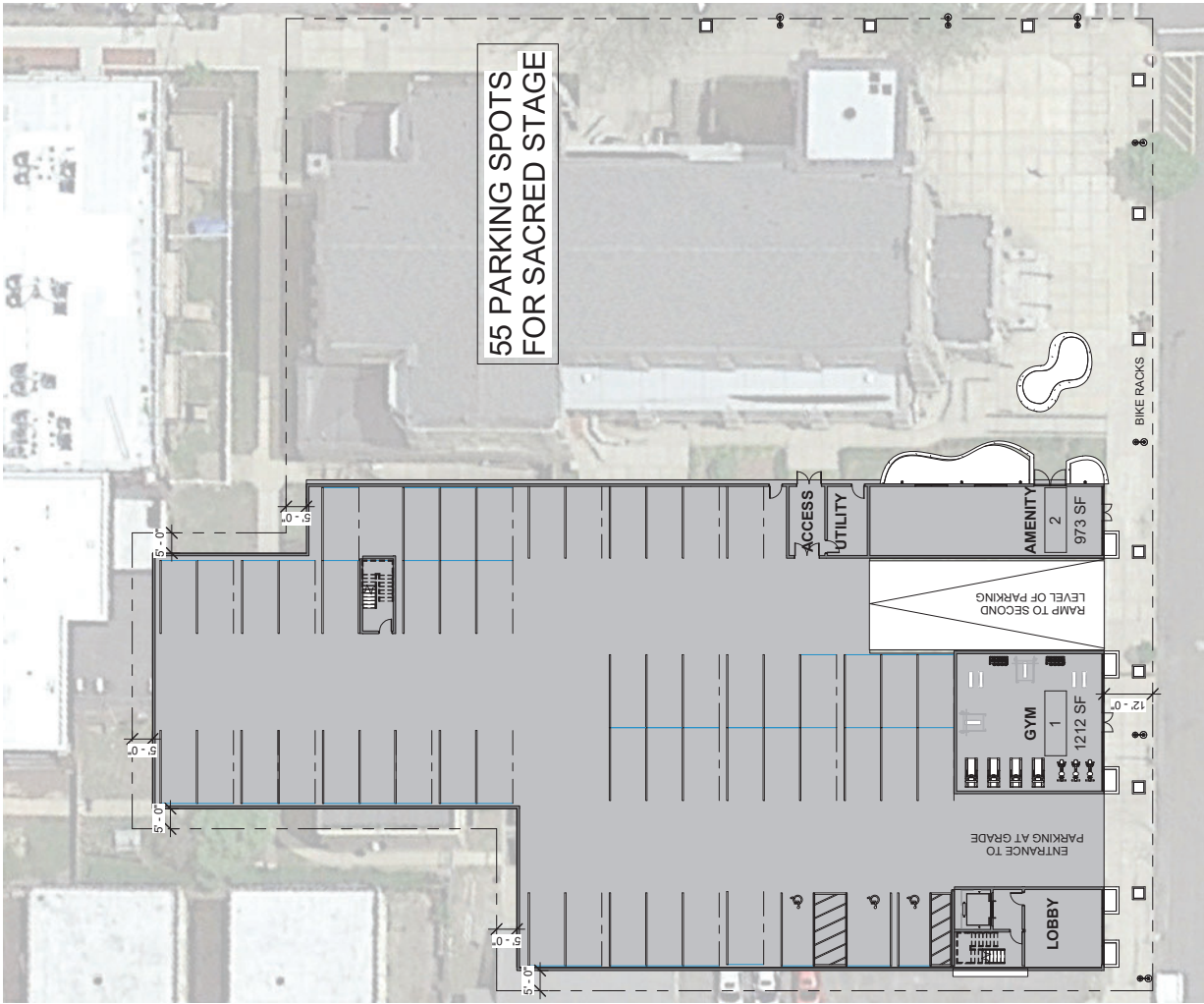
- Asbury Park is renowned for its live music venues and plethora of concerts but does not have dedicated space for theater performances. The church will provide a home for the Asbury Park Theater Company and introduce a new facet of art space to the city.
- The Asbury Park Theater Company supports local artists and works with schools in the area. Establishing a regular home for the Company will help further its mission and provide better facilities and more opportunities to support youth theater and emerging performers.
- Programs that will be supported and advanced include:
 - School of Dramatic Arts (SODA) youth theater camp
 - New Works Incubator

Development of a rental apartment building that includes a strong component of affordable units.

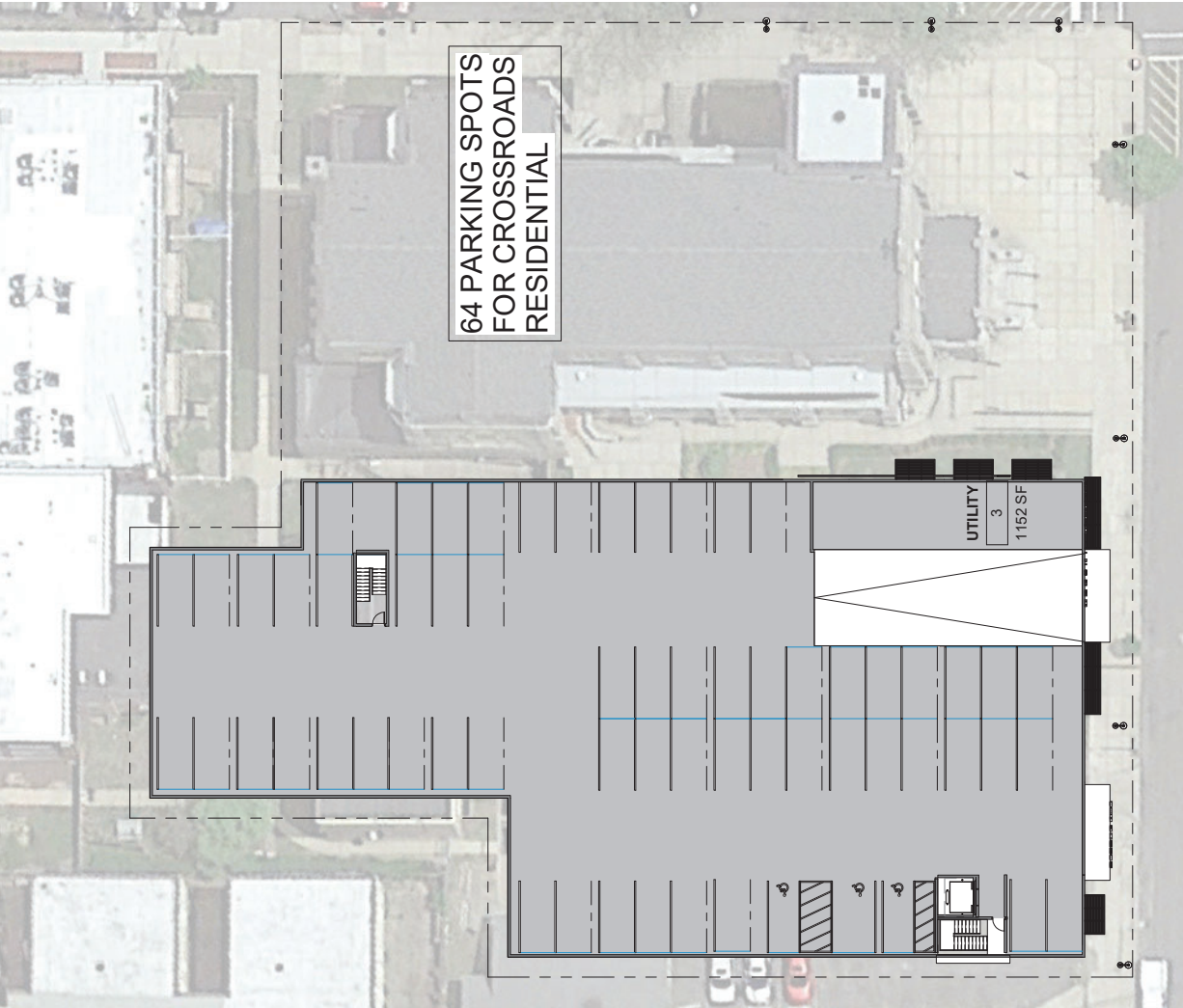
- Affordable housing is scarce throughout the state and Asbury Park is becoming less affordable each year.
- Creation of deed-restricted affordable housing will ensure that units are available that are affordable to longtime residents, artists, teachers, service employees, etc.

Supporting Main Street

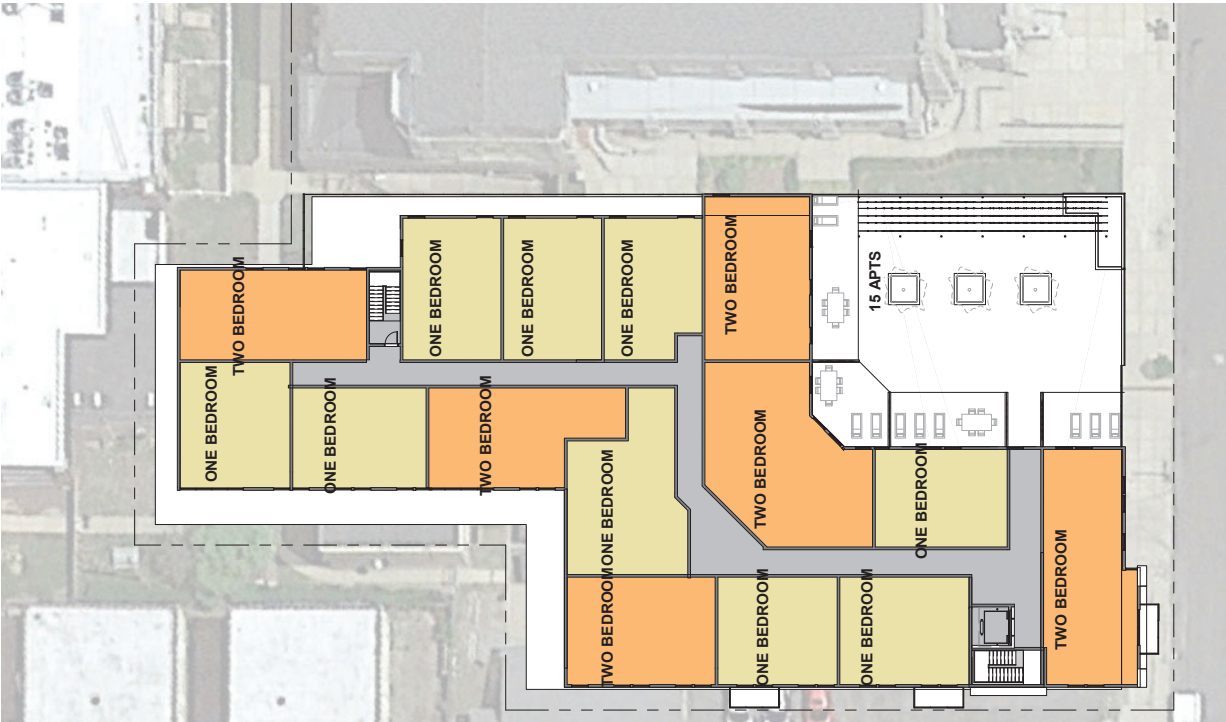
- The Main Street Redevelopment Plan was adopted in 2008 – while the Cookman Avenue, Waterfront, and northwest / northeast have boomed and there have been some positive developments on the Springwood Avenue corridor, there has been limited activity on Main Street
- There are still substantial vacant and underutilized parcels along the corridor and within a few blocks of the church.
- The introduction of a new center of activity just off the corridor and new residents that can support local businesses and invigorate the corridor can help further the goals of the redevelopment plan.
- Main Street has historically been home to performing arts venues; however, none remain. The establishment of the theater, stages, and other artistic and cultural spaces in the church building will pay homage to that history and contribute to the revitalization of the corridor.



① PARKING LEVEL 1 / RETAIL
3/64" = 1'-0"

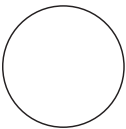


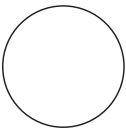
② PARKING LEVEL 2
3/64" = 1'-0"



③ LEVEL 1 RESIDENTIAL
3/64" = 1'-0"

AFFORDABLE UNITS REQUIRED	
15 AFFORDABLE UNITS	750 - 950 SF
MAX 20% 1 BR = 3 MAX	ONE BEDROOM - 53
MIN 80% 2 BR = 12 MIN	AFF. ONE BEDROOM - 3
MIN 20% 3 BR = 3 MIN	900 - 1400 SF
	TWO BEDROOM - 23
	AFF. ONE BEDROOM - 9
AFFORDABLE UNITS PROVIDED	
1 BR (MIN 600 SF) 3	1150 SF MIN
2 BR (MIN 900 SF) 3	AFF. THREE BEDROOM - 3
3 BR (MIN 1150 SF) 3	
DWELLING UNIT REQUIREMENTS:	
CONVENTIONAL MULTIFAMILY USES:	
STUDIO: 500 SF MIN	
1 BR: 750 SF MIN	
2 BR: 900 SF MIN	
3 BR: 1,100 SF MIN	





TYPICAL RESIDENTIAL
FLOORS 2-4



④ LEVEL 2 RESIDENTIAL
3,664' = 1'-0"

③ LEVEL 5 RESIDENTIAL
3,664' = 1'-0"

② LEVEL 6 RESIDENTIAL
3,664' = 1'-0"

① POOL DECK
3,664' = 1'-0"

AFFORDABLE UNITS REQUIRED

15 AFFORDABLE UNITS
MAX 20% 1 BR = 3 MAX
MIN 20% 2 BR = 2 MIN
MIN 20% 3 BR = 3 MIN

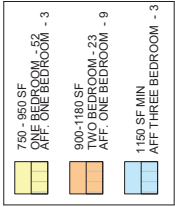
AFFORDABLE UNITS PROVIDED

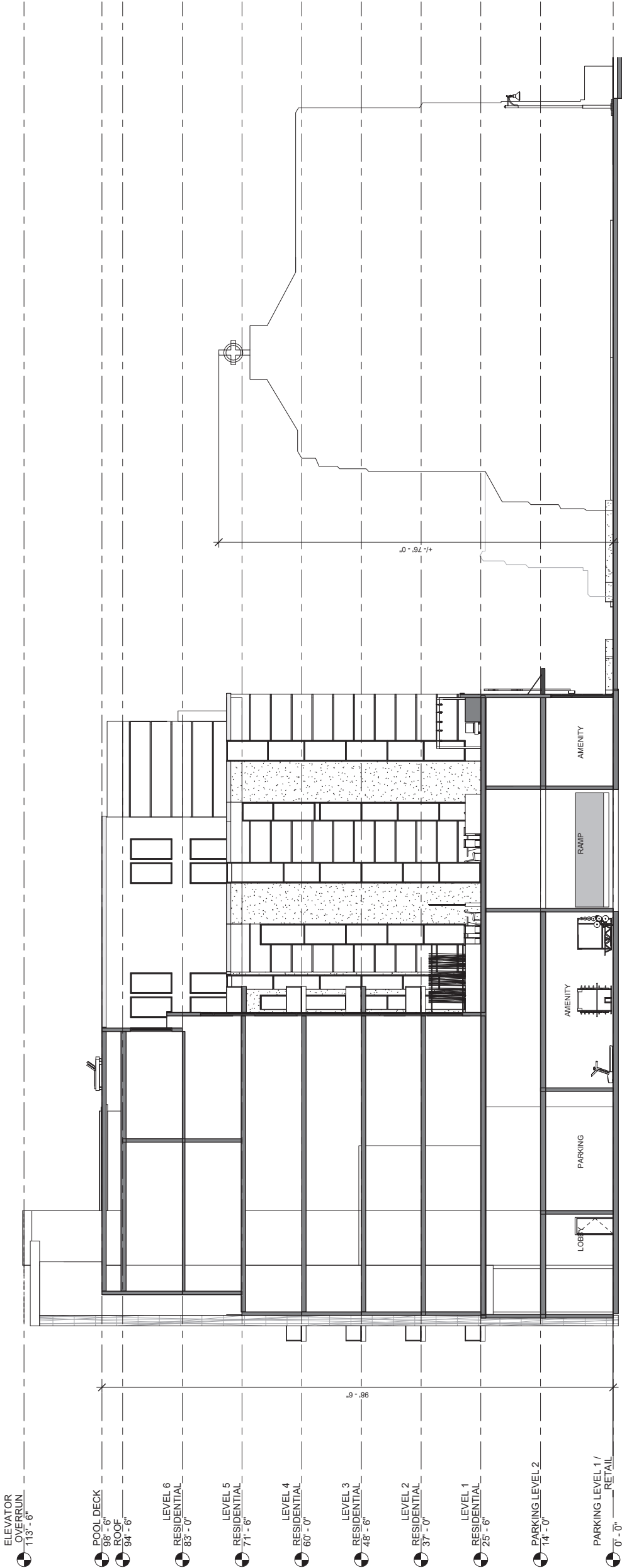
1 BR: (MIN 600 SF) 3
2 BR: (MIN 850 SF) 3
3 BR: (MIN 1,100 SF) 3

DWELLING UNIT REQUIREMENTS:

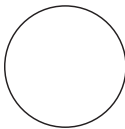
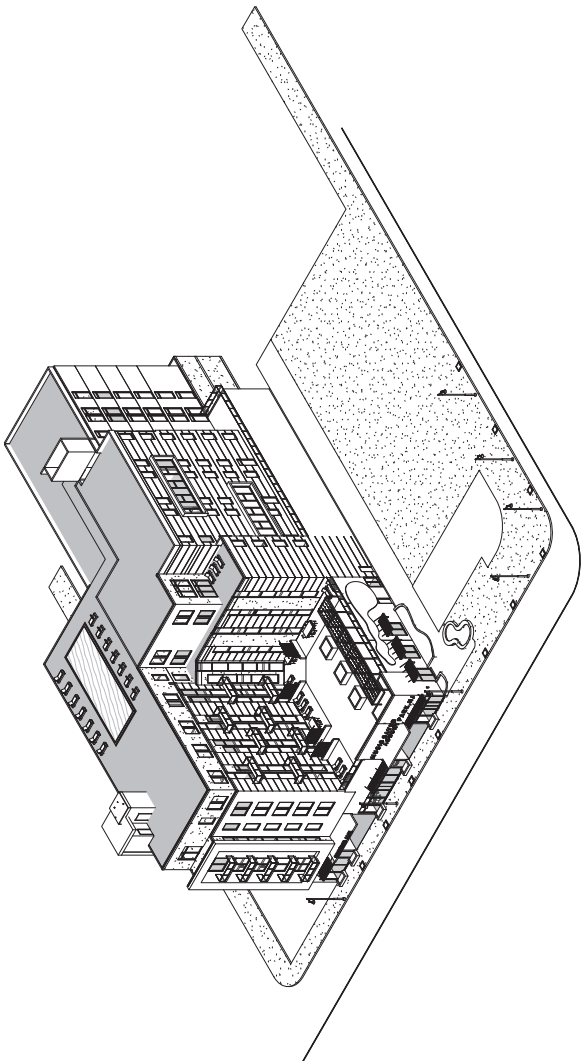
CONVENTIONAL MULTIFAMILY USES:

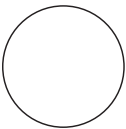
STUDIO: 500 SF MIN
1 BR: 750 SF MIN
2 BR: 900 SF MIN
3 BR: 1,100 SF MIN

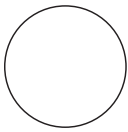


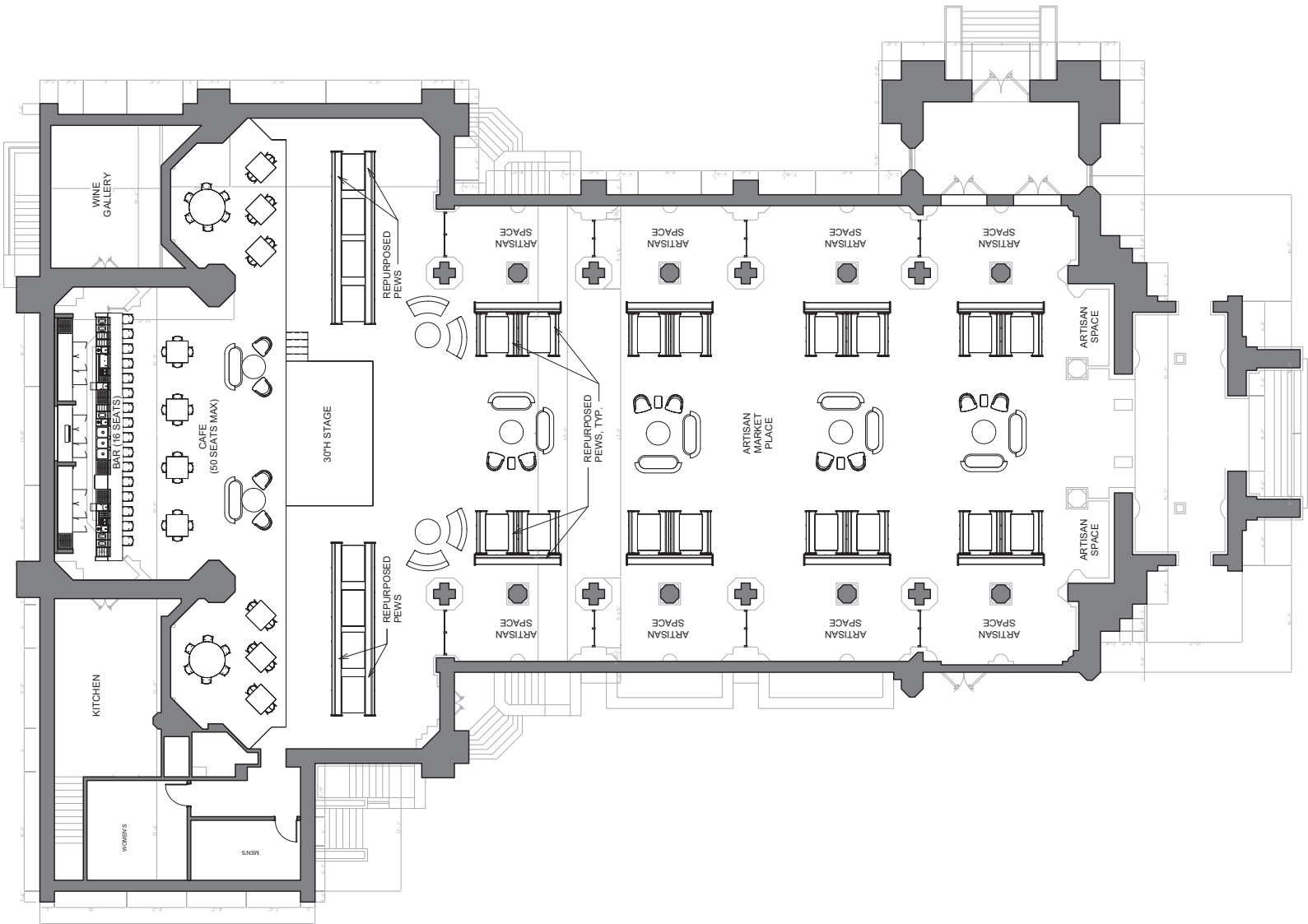


2 Section 1
3/32" = 1'-0"

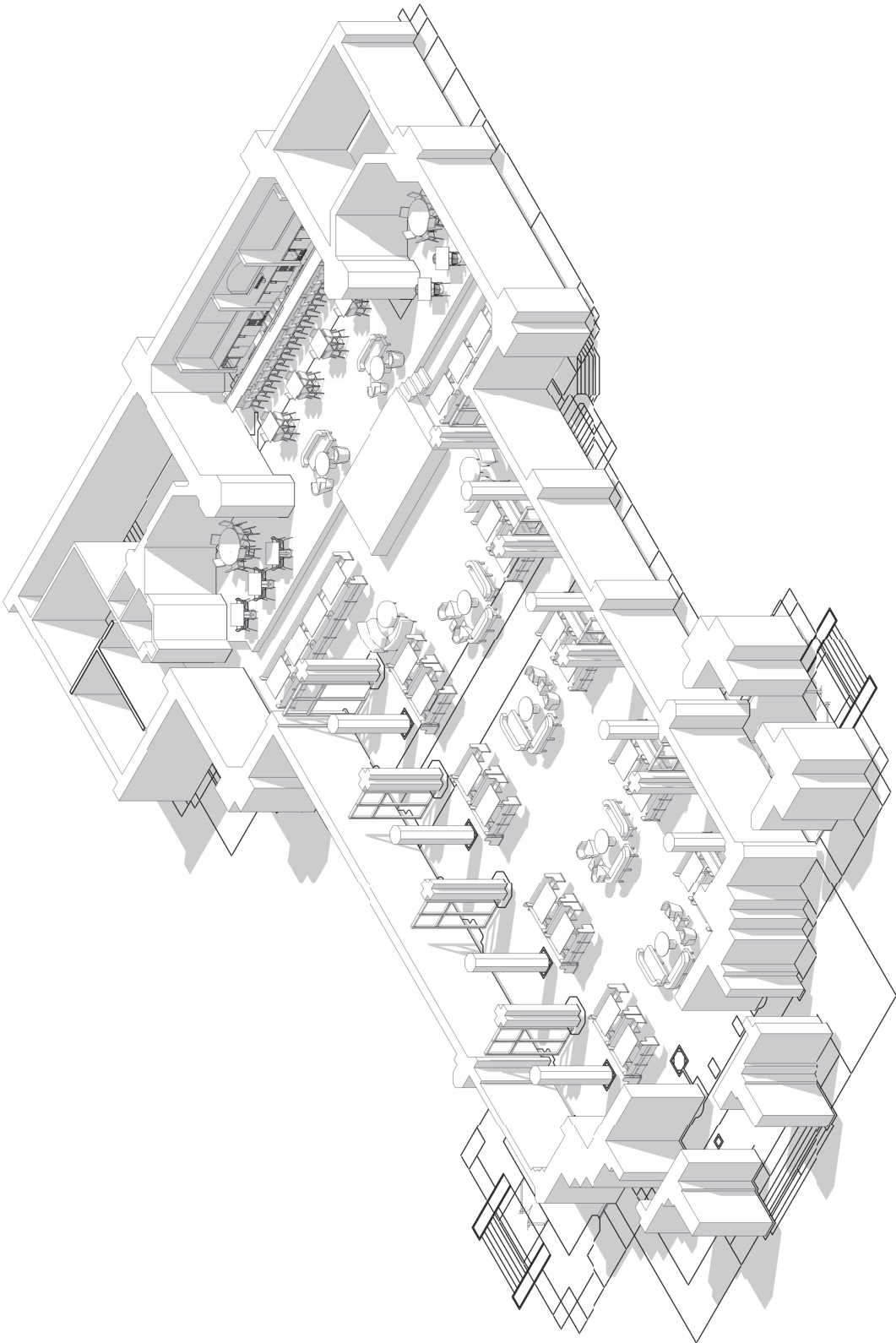




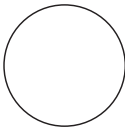


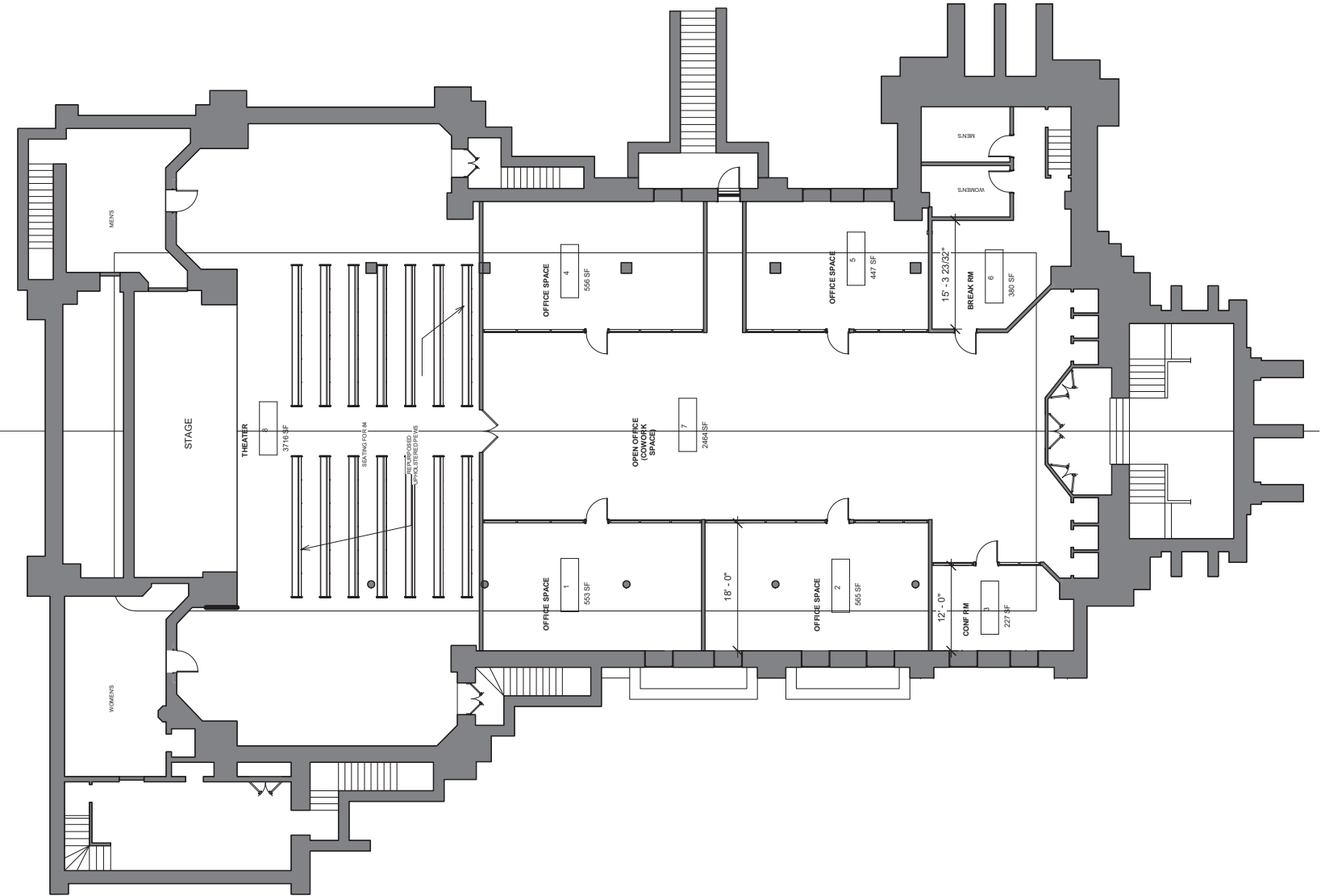


① Level 1 Floor Plan
1" = 10'-0"

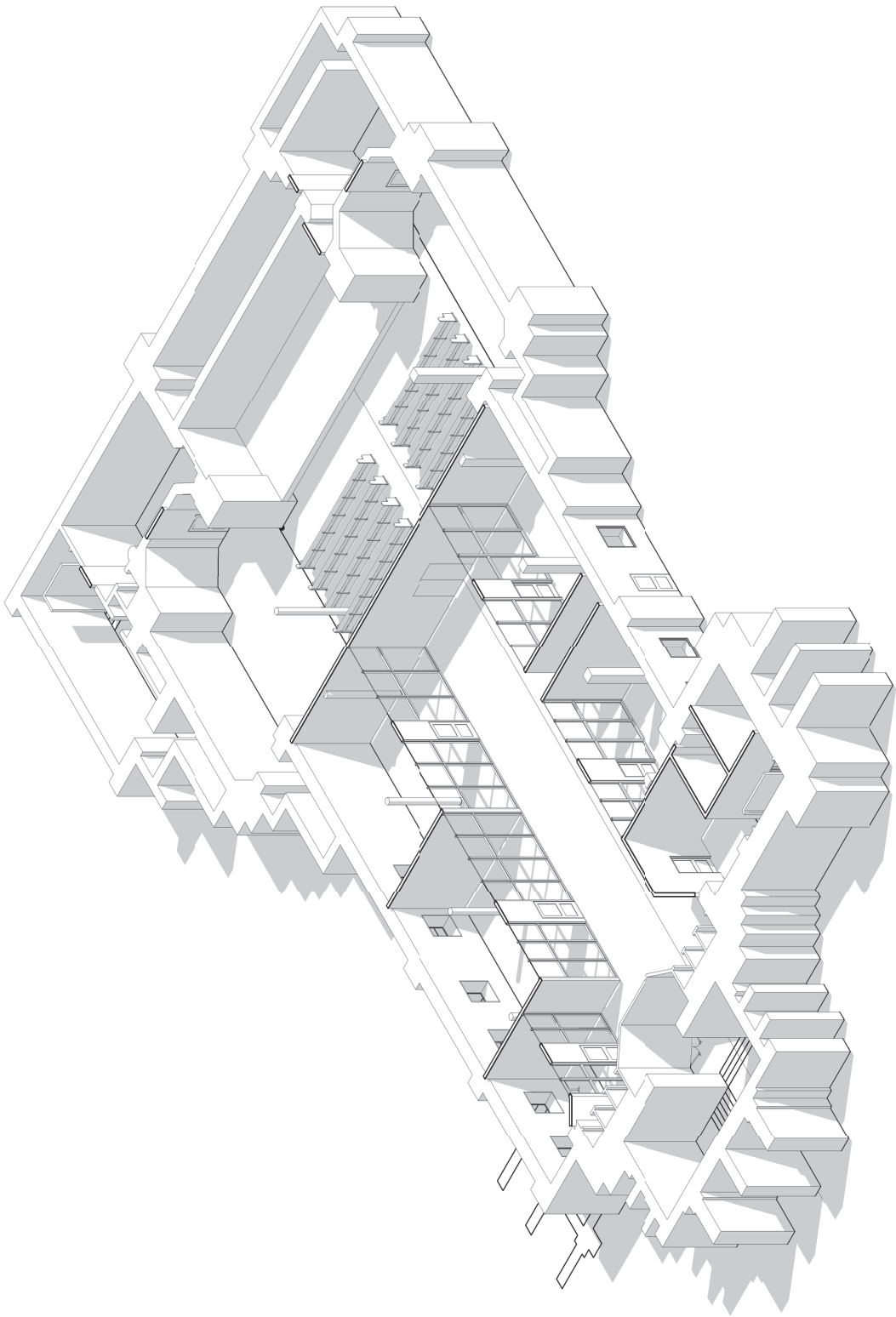


② Level 1 Axonometric

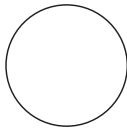


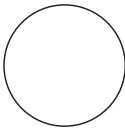


① Basement Floor Plan
1" = 10'-0"



② Basement Level Axonometric







mode
ARCHITECTS



Minutes
Meeting of the Municipal Council
Wednesday, January 31, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-77 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:03 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

Minutes Acceptance: Minutes of Jan 31, 2024 6:00 PM (Minutes)

1. Presentation by Five Prop Holdings, LLC/Asbury Partners, for redevelopment of Block 4306, Lots 1-8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb) for construction of townhouses

Jennifer Smith of Gibbons P.C., and Architect Frank Minervini presented a proposed redevelopment project for the construction of town homes for property located at 4306, Lots 1-8.

Matters from City Council

Council member Ahbez-Anderson stated, good evening everyone. I know that I'm not only speaking for myself but also for Deputy Mayor, council members, new city manager, and our attorney, we are absolutely delighted to have our Mayor back with us. We have all missed you, welcome back.

Council member Chapman stated, I wanted to let everyone know that Council woman Clayton and I will be hosting "Coffee With a Council Person" tomorrow at 10:00 a.m.. at Cameo Love Market. If anyone would like to come out and share any thoughts or concerns or ideas, come on out. We're buying coffee, so we hope to see you there.

Council member Clayton stated, please come out and spend the morning with us.

Deputy Mayor Quinn stated, we an event going on this weekend at the Berkley, "Made and Sold in Asbury Park," which are products that have been made or being sold in Asbury Park. It's a free event, there will be tables for you to look at products, buy products, and talk to folks. That is at the Berkley from 12:00 p.m. to 5:00 p.m. on Saturday. We'll see ya there.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Lillian Nazzaro had no matters at this time.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Gregory Vishi made a comment about noise complaints regarding the Asbury Ale House; Mike Szurick and Polly Schildge made a comment regarding the Delta townhouse presentation. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
ABSTAIN:	John Moor

1. Municipal Council- Executive Meeting January 22, 2024 12:00 PM
2. Municipal Council - Organizational Meeting - Jan 22, 2024 2:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2024-78 Resolution Amending Temporary Budget Appropriations for 2024 Budget
- 2024-79 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2023 Budget
- 2024-80 Resolution Authorizing Entering into an Agreement with the Township of Neptune Regarding Wesley Lake
- 2024-81 Resolution Authorizing Execution Of A Shared Services Agreement With Long Branch Sewerage Authority For Technical Rescue Services
- 2024-82 Resolution Authorizing the Renewal of Sustainable Jersey Green Pledge
- 2024-83 Resolution Authorizing Appointments to the “Asbury Park TV Cable Advisory Committee”

INDIVIDUAL RESOLUTIONS

- 2024-84 Resolution Approving Payment of Bills

Mayor Moor voted "NO" on PO#2400091

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

- 2024-85 Resolution Authorizing the Purchase of Software Needed for Recreation and PAL

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

2024-86 Resolution Authorizing Snow Plow Repairs Needed

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

2024-87 Resolution Authorizing Payment to Holiday Designs for the Installation of Holiday Lighting & Display through Community Development Block Grant (CDBG) Funding

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

2024-88 Resolution Authorizing the Annual Renewal of All Traffic Solutions Software

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

2024-89 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

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

2024-90 Resolution Authorizing the Annual Renewal of Adobe

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

2024-91 Resolution Authorizing a Professional Services Contract for State Police Accreditation Maintenance

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

2024-92 Resolution Authorizing a Professional Services Contract to Hackensack Meridian Team Health P.C. for Employment Exams and Physicals

RESULT: **TABLED [UNANIMOUS]**

Next: 2/14/2024 6:00 PM

MOVER: John Moor, Mayor

SECONDER: Eileen Chapman, Councilmember

AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-93 Resolution Authorizing a Professional Services Contract to T&M Associates for Licensed Site Remediation Professional Services (LSRP)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Eileen Chapman, Councilmember

SECONDER: Amy Quinn, Deputy Mayor

AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-94 Resolution Entering Into a Memorandum of Agreement with the Asbury Park Housing Authority for the Provisions of Fiber Optic Network Repairs Services

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Angela Ahbez-Anderson, Councilmember

SECONDER: Amy Quinn, Deputy Mayor

AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-95 Resolution Awarding a Contract to Millennium Communications Group for Fiber Optic Repairs Needed

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Angela Ahbez-Anderson, Councilmember

SECONDER: Amy Quinn, Deputy Mayor

AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-96 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate an Electric Scooter Share Program Within the City

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Yvonne Clayton, Councilmember

SECONDER: Amy Quinn, Deputy Mayor

AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-97 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate Various Concessions within the City

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Angela Ahbez-Anderson, Councilmember

SECONDER: Eileen Chapman, Councilmember

AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-98 Resolution Authorizing Funding to Coastal Habitat for Humanity for the Administering of the Home Repair and Renovation Program with Community Development Block Grant (CDBG) Funding

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

2024-75 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement with NEG Financing 1 LLC, as a Lender for Somerset Asbury Park Urban Renewal LLC in connection with the Development of Property Located at Block 4105, Lot 1.01

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

2024-99 Resolution Amending Resolution 2023-281 Approving 2023-2024 Alcoholic Beverage Control License For AP Thirty Property Holdings LLC-D/B/A Convention Hall Concession (Beach Bar) In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects

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

2024-100 Resolution Celebrating the Month of February as National Black History Month

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

2024-101 Resolution Authorizing the Purchase and Installation of Playground Equipment for the 2nd Avenue Beach Front Area

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

2024-102 Resolution Appointing the Firm of Archer & Greiner, P.C. to Serve as Special Counsel for the City to Finish Out Certain Pending Bond and/or Redevelopment Matters

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

2024-103 Resolution Authorizing Appointments to the Rent Leveling Board

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

ORDINANCES

Introduction

2024-1 Ordinance Of The City Of Asbury Park Amending And Supplementing Various Sections Of Chapter 2, Entitled “Administration,” And Subsection 30-22.1, “Establishment,” Of Section 30-22, “Zoning Board Of Adjustment,” Of Chapter 30, Land Development Regulations,” Of “The Code Of The City Of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/14/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-2 Ordinance Of The City Of Asbury Park Amending And Supplementing §4-1.4, Entitled “Fees,” Of §4-1, “Business Licenses,” Of Chapter 4, “General Licensing,” Of “The Code Of The City Of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/14/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:54 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 6:54 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Jan 31, 2024 6:00 PM (Minutes)



RESOLUTION NO. 2024-105

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on February 14, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. St. Patrick's Day Parade
2. Run-a-Palooza
3. Tutu Run
4. AP Restaurant Tour
5. Lobster Run 5K
6. Jersey Shore Take Steps(Crohns & Colitis Foundation)
7. Jersey Devil Fest
8. Walk MS
9. Bike MS
10. Jersey Shore Monmouth County Mental Health Fair
11. Nation Brain Tumor Society 5k
12. AP Vegan Food Festival
13. Asbury Park's Got Talent
14. Wedding 5/19/24
15. Lakehouse Block Party

WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

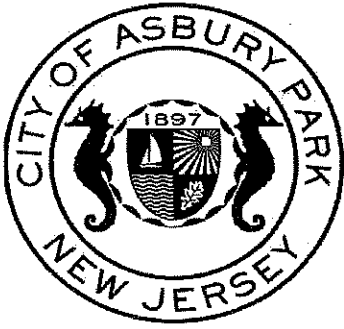
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

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

NO. 2024-105 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: March 10, 2024 Rain Date: N/A

Time of Event: 1:00pm to 4:00pm Setup time: 8:00am Break-down time: N/A

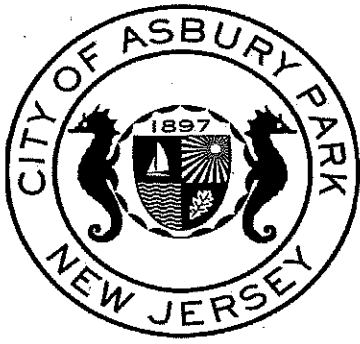
Name of Event: The Asbury Park St. Patrick's Day Parade

Location of Event: Staging: Kinglsey & 7th thru Ocean Ave & Sunset Ave.
Parade Route: Ocean Ave. to Cookman Ave. to Main St.
Grand Stand/Stage: Press Plaza (Emory St. from Cookman Ave. to Lake Ave.)

Type of Event (check all that apply):

- | | | |
|--|--|--|
| ☐ Festival | ☒ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 4/6/2024 Rain Date: _____

Time of Event: 8:00 to 1:00 Setup time: 7:00 Break-down time: _____

Name of Event: Jersey Shore Running Club Runapalooza

Location of Event: Boardwalk, Cookman Ave, Lake Ave, Ocean Ave, Bradley Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☒ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: APRIL 20, 2024 Rain Date: NONE

Time of Event: 9:30 AM to 10:30 AM Setup time: 9 AM Break-down time: 10:30 AM

Name of Event: TUTU RUN -

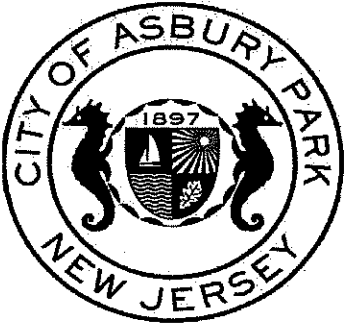
Location of Event: BOARDWALK START AT SOUTH SIDE OF
CONVENTION HALL

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☒ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.

Attachment: SE apps 2.14.24 (2024-105 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

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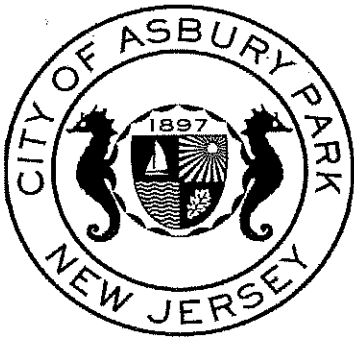
Date of Event: 4/21/24Rain Date: N/ATime of Event: 12:00pm to 4:00pm Setup time: 11:00am Break-down time: 5:00pmName of Event: Asbury Park Restaurant Tour

Location of Event: Requesting the use of Kennedy Park for registration. Following registration, ticket holders visit participating restaurants.

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Self Guided Tasting Tour</u> |

*Wedding applicants only need to complete page 6.

Date Application Received: 10/11/24Application Fee Paid: yes

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
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- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: April 27, 2024 Rain Date: NA

Time of Event: 9 am to 12 pm Setup time: 7 am Break-down time: 11 am

Name of Event: 9th Annual Lobster Run 5K

Location of Event: Langosta Lounge, 1000 Ocean Ave, Asbury Park and south on the boardwalk into Ocean Grove and Bradley Beach (separate permit applications have been submitted to those municipalities for the use of their boardwalks)

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race X |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.

Attachment: SE apps 2.14.24 (2024-105 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 4/28/2024 Rain Date: N/A

Time of Event: 9:00 am to 12:00 pm Setup time: 3:00 pm on 4/27

Break-down time: 2:00 pm on 5/24 4/28

Name of Event: Jersey Shore Take Steps (Crohn's & Colitis Foundation)

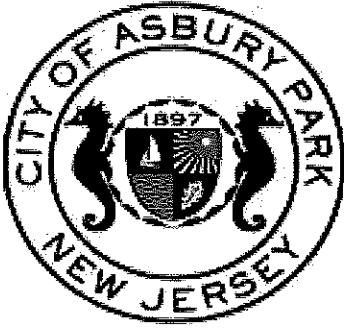
Location of Event: Atlantic Square Park (1301 Kingsley Street, Asbury Park, NJ 07712)

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Walk</u> |

*Wedding applicants only need to complete page 6.

Attachment: SE apps 2.14.24 (2024-105 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 5/4/2024 Rain Date: 5/5/2024
 Time of Event: 11 to 7 Setup time: 8 am Break-down time: 7
 pm Name of Event: 5th Annual Jersey Devil Fest Location of
 Event: Mattison Avenue 600 Block Type of
 Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☐ Other: _____
 x Costume Contest/Art Exhibit

*Wedding applicants only need to complete page 6.

Attachment: SE apps 2.14.24 (2024-105 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: **Sunday May 5, 2024**

Rain Date **N/A (Rain or Shine Event)**

Time of Event: **8:00 am** to **2:00 pm**

Setup time: **5:00 am** Break-down time: **1:00 pm**

Name of Event: **Walk MS: Asbury Park**

Location of Event: **5th Avenue between Ocean and Kingsley (next to Bradley Park)**

Type of Event (check all that apply):

☐ Festival

☐ Parade

☒ Foot Race (**Walk**)

☐ Wedding*

☐ Beach Event

☐ Concert

☐ Bike Ride/Race

☐ Triathlon

☐ Multi Day Event

☐ Rally/Demonstration

☐ Swim Event

☐ Other: _____

***Wedding applicants only need to complete page 6.**

Attachment: SE apps 2.14.24 (2024-105 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: **Saturday, May 11, 2024**

Rain Date: **N/A (Rain or Shine Event)**

Time of Event **7:00 AM to 5:00 PM**

Setup time: **N/A**

Break-down time: **N/A**

Name of Event: **Bike MS: Coast the Coast**

Location of Event **Various Municipal Roadways & Boardwalk**

Type of Event (check all that apply):

☐ Festival

☐ Wedding*

☒ Bike Ride/Race

☐ Rally/Demonstration

☐ Parade

☐ Beach Event

☐ Triathlon

☐ Swim Event

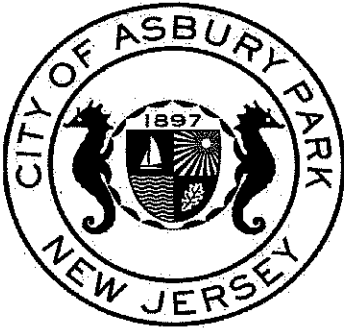
☐ Foot Race

☐ Concert

☐ Multi Day Event

☐ Other: _____

***Wedding applicants only need to complete page 6.**



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712), its officers, employees, contractors, agents, and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events, more coverage will be required) must be provided 10 days prior to the event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: May 11th, 2024

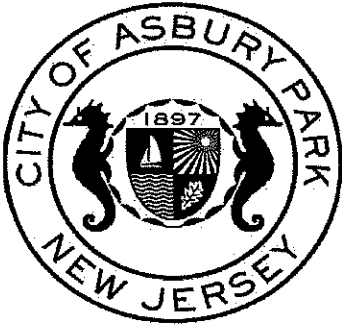
Rain Date: None

Time of Event: 10:00AM to 2:00PM EST Setup time: 8:00AM Break-down time: 2:00pm - 4:00pm

Name of Event: Jersey Shore's Monmouth County Mental Health FairLocation of Event: Springwood Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | X Other: <u>Mental Health Fair</u> |



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A refundable \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 5/11/2024 Rain Date: n/a

Time of Event: 7am to 2pm Setup time: 5am Break-down time: 5pm

Name of Event: National Brain Tumor Society – 5k Walk and Remembrance Ceremony

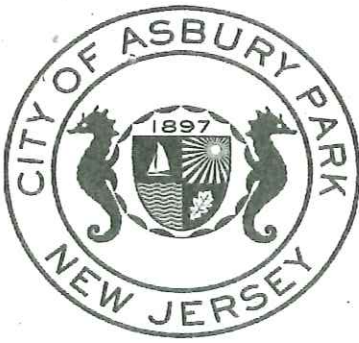
Location of Event: Bradley Park (directly in front of convention center), the beach right outside of the convention center – first set of stairs to sand, and also a 5k race route.

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race

- ☐ Parade
☒ Beach Event
☐ Triathlon

- ☒ Foot Race
☐ Concert
☐ Multi Day Event



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK**SPECIAL EVENT APPLICATION FORM**

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 5/18-5/19/24 Rain Date: None
Time of Event: 11a to 5p Setup time: 5/17 all day Break-down time: 5/19 by 7p
Name of Event: Asbury Park Vegan Food Festival
Location of Event: Bradley Park and Atlantic Square Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☒ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.

Attachment: SE apps 2.14.24 (2024-105 : Special Event Applications)

Application Fee Paid: _____



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
 Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additional insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 5/19/24 Ceremony start time: 2 pm End time: 3 pm
 Setup time: 11-2 (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: Asbury Park Beach

☒ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces 5
 where ? Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Daniel Richman
1045 Sterling Place Brooklyn N.Y. 11213
 Contact #: 917-453-0706 Email Address: drichman417@gmail.com

Applicant 2- Name & Address: Rachele Sicorelli-Greber
1045 Sterling Place Brooklyn N.Y. 11213
 Contact #: 718-354-5478 Email Address: rmsg0731@gmail.com
 # of people in wedding party: 14 # of people attending wedding: 80-100

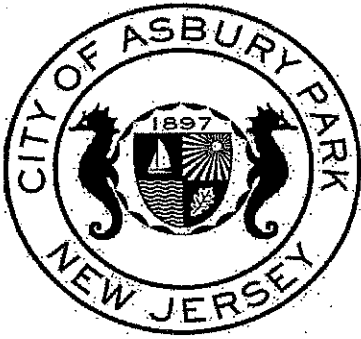
Will any of the following items be used (check all that apply):

- ☒ Pa system
☒ Archway

- ☒ Chairs
☒ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: May 18, 2024 Rain Date: May 19, 2024
 Time of Event: 12:00 PM to 7:00 PM Setup time: 7:00 AM Break-down time: 7:30 PM

Name of Event: Lakehouse Block Party

Location of Event: Parking lot across from Lakehouse Music Academy

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☒ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-106

Routine Budget Transfer

Current Fund:	From	To
Workers Compensation	\$15,000.00	
Streets and Roads OE	60,000.00	
Finance OE		60,000.00
Legal OE		10,000.00
Data Processing OE		5,000.00



RESOLUTION NO. 2024-106

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES IN THE FISCAL YEAR 2023 BUDGET

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

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

WHEREAS, New Jersey Statute 40A:4-59 allows for the transfer of funds between line items during the first three months of the following year.

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

Current Fund:	From	To
Workers Compensation	\$15,000.00	
Streets and Roads OE	60,000.00	
Finance OE		60,000.00
Legal OE		10,000.00
Data Processing OE		5,000.00

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

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

NO. 2024-106 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 1st DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-107

Discharge of Mortgage for Michael Anthony Ingram for Property Located at 413 Ridge Avenue.



RESOLUTION NO. 2024-107

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A
DISCHARGE OF MORTGAGE FOR MICHAEL ANTHONY INGRAM FOR
PROPERTY LOCATED AT 413 RIDGE AVENUE, ASBURY PARK**

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Michael Anthony Ingram in the total amount of \$34,125 for repairs to 413 Ridge Avenue, Asbury Park, Block 61.02 Lot 6, which was recorded at the Office of Monmouth County Clerk, Book OR-8931, Page 123; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$34,125 on August 1, 2011 for a period of ten years; and

WHEREAS, Michael Anthony Ingram has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 413 Ridge Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 413 Ridge Avenue, Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-107 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK

COUNTY OF MONMOUTH

REGIONAL CONTRIBUTION AGREEMENT REHABILITATION PROGRAM

MORTGAGE NOTE

This Mortgage Note is made on AUGUST 1, 20 11

Between the Borrower (s) MICHAEL ANTHONY INGRAM

whose address is 25 FORD AVENUE
FREEHOLD, NJ 07728

And the Lender CITY OF ASBURY PARK

whose address is 1 MUNICIPAL PLAZA ASBURY PARK, NJ 07712

If more than one Borrower signs this Note, the word "I" shall mean each Borrower named above. The word "Lender" shall mean the original Lender and anyone else who takes this Note by transfer or assignment.

PROMISE TO PAY: In return for a loan that I received, I promise to pay (\$ 34,125) (the Principal) with no interest in its entirety upon vacating or the transfer of title of this property prior to the end of the 10 year after completion of the rehabilitation as evidenced by certification from the Housing Inspector of the City of Asbury Park.

In the event that I sell the property to an income-eligible purchaser (as defined by the New Jersey Council on Affordable Housing) this note and the loan it evidences, shall be assumable by the said purchaser.

MORTGAGE TO SECURE PAYMENT: The Lender has been given a Mortgage dated AUGUST 1, 20 11, to protect the Lender if the promises made in this Note are not kept. I agree to keep all promises made in the Mortgage covering property (the Property) I own located at Block/Lot 61.02/6
413 RIDGE AVENUE in the City of ASBURY PARK in the County of
MONMOUTH and the State of New Jersey. All terms of the Mortgage are made part of this Note.

RETURN ADDRESS:
 CITY OF ASBURY PARK
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ 07712
 RCA DEPARTMENT

Attachment: Michael Ingram Mortgage Note (2024-107 : Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage

(MORTGAGE NOTE CONT'D)

TERMS AND CONDITIONS: The Borrower has received this loan for the purpose of rehabilitating the Property in order to abate certified health and safety code violations.

The 10 year term shall begin on the date the Borrower receives proper certification that the Property is free of all code violations.

This Mortgage Note shall be due and payable at the time within the 10 year term that the Borrower vacates or transfers title to the Property, unless the property is sold to an income-eligible household in conformance with the Rules and Regulations of the N.J. Council on Affordable Housing and N.J. Housing and Mortgage Finance Agency. In such an event, this loan shall be assumable by the purchaser. The Mortgage Note amount will be forgiven at the end of the 10 year term.

In the event of the death of all of the Borrowers prior to the end of the 10 year term, the Mortgage Note shall be due and payable unless the beneficiaries of the Borrowers are income eligible and personally occupy the Property, in which event the Mortgage Note shall be due and payable in the event that the beneficiaries of the Borrower vacate or transfer title to the Property within the same 10 year term.

DEFAULT: If I fail to keep any other promise I make in this note or in the Mortgage, the Lender may declare that I am in default on the Mortgage and this Note. Upon default, I must immediately pay the full amount of, all unpaid principal, other amounts due on the Mortgage and this Note and the Lender's costs of collection and reasonable attorney fees.

WAIVERS: I give up my rights to require that the Lender do the following: (a) to demand payment (called "presentment"); (b) to notify me of nonpayment (called "notice of dishonor") and (c) to obtain an official certified statement showing nonpayment (called a "protest"). The Lender may exercise any right under this Note, the Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

LIABILITY OF BORROWER(S): The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

(MORTGAGE NOTE CON'D)

CHANGES TO THIS NOTE: This Note can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

SIGNATURES: I agree to the terms of this Note by signing below. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS NOTE WITHOUT CHARGE.

Witnessed or Attested by:



 (Seal)
MICHAEL ANTHONY INGRAM
____ (Seal)

11/3/25



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-108

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



RESOLUTION NO. 2024-108

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

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-108 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

AUCTION LIST FEBRUARY 14, 2024

KOHLER 500 KW 500REOZJB DIESEL
GENERATOR

Attachment: Kohler Generator (2024-108 : Resolution Authorizing the Disposition of Surplus Property)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-109

This account is inactive and has a credit of \$57.00. The property owner has requested this to be refunded.



RESOLUTION NO. 2024-109

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

RESOLUTION TO REFUND OVERPAID MUNICIPAL CHARGES FOR VARIOUS PROPERTIES

WHEREAS, the below properties have overpayments credited against their accounts;
and

WHEREAS, the Tax Collector has been requested, in writing, to refund the payer, who has provided documented proof of payment; and

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

- 1) Refund an overpayment of sewer charges in the amount of \$57.00 to Timothy M Harris, for Block 506, Lot 12, 909 Summerfield Avenue.
- 2) Refund an overpayment of PILOT charges in the amount of \$375.48 to Carol Hept, for Block 4202, Lot 8.18 C2814, 1501 Ocean Ave, Unit 2814.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-109 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
Customer Recent Activity Report

Report Date: 01/31/24 09:25 AM

Account Id: 10302753-0
Owner: HARRIS, TIMOTHY M
Property Location: 909 SUMMERFIELD AVENUE

Active Services:
None

Recent Billings:	Bill Date	Due Date	Amount Billed	Amount Due	Usage	Principal Balance	Interest/Penalty
Sewer	09/22/08	11/01/08	57.00	0.00	S: 0	0.00	0.00
Sewer	06/24/08	08/01/08	57.00	0.00	S: 0	0.00	0.00
Sewer	03/26/08	05/01/08	57.00	0.00	S: 0	0.00	0.00
Sewer	12/27/07	02/01/08	57.00	0.00	S: 0	0.00	0.00
Sewer	09/25/07	11/01/07	54.00	0.00	S: 0	0.00	0.00
Sewer	06/29/07	08/01/07	54.00	0.00	S: 0	0.00	0.00
Sewer	03/23/07	05/01/07	53.75	0.00	S: 0	0.00	0.00
Sewer	12/27/06	02/01/07	53.75	0.00	S: 0	0.00	0.00
Sewer	09/22/06	11/01/06	53.75	0.00	S: 0	0.00	0.00
Sewer	06/15/06	08/01/06	53.75	0.00	S: 0	0.00	0.00
Sewer	03/16/06	05/01/06	53.75	0.00	S: 0	0.00	0.00
Sewer	12/29/05	02/01/06	48.75	0.00	S: 0	0.00	0.00
Current Balance:			\$-57.00	Avg S:	0	\$-57.00	\$0.00

Recent Payments & Adjustments:

Type	Date	Amount	Description
Payment	01/21/09	57.00	CK 1052
Payment	11/06/08	57.00	CK 1137
Payment	07/30/08	57.01	CK 1025
Payment	05/01/08	57.61	CK 1437

Lisa Esposito

From: Michael Schnurr
Sent: Wednesday, January 31, 2024 9:27 AM
To: 'Tim Harris'
Cc: Patricia Martuscelli
Subject: RE: [EXTERNAL] 909 Summerfield Ave. Sewer Account # 10302753

Tim,

This account has been inactive for some time. I will submit a resolution to refund at our 2/14/24 Council meeting.

Michael J. Schnurr, MPA, CTC
 Tax Collector
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 Email: michael.schnurr@cityofasburypark.com
 Phone: 732-502-5704
 Fax: 732-502-9658
[Asbury Park, NJ | Official Website \(cityofasburypark.com\)](http://cityofasburypark.com)

View and pay your tax and sewer bill online at the below link:
[Tax & Sewer Collections | Asbury Park, NJ \(cityofasburypark.com\)](http://cityofasburypark.com)

From: Tim Harris <timharris@optonline.net>
Sent: Thursday, January 25, 2024 12:36 PM
To: Michael Schnurr <Michael.Schnurr@cityofasburypark.com>
Subject: [EXTERNAL] 909 Summerfield Ave. Sewer Account # 10302753

Mr. Schnurr,

Attached is a list of the sewer account and related sub accounts for my property at 909 Summerfield Ave. Asbury Park. Sub account # 10302753-0 shows a credit balance of \$57. Could you please have the credit balance in this amount refunded to me? The payment can be sent to me as follows:

Timothy M. Harris
 13 Roberta Dr.
 Neptune, NJ 07753

Please let me know if you have any questions or require any further information from me. My telephone # is 732-890-6960

Thank you.

Tim Harris

Attachment: RE EXTERNAL 909 Summerfield Ave# 10302753 (2024-109 : Resolution to Refund Overpaid Municipal Charges for Various

1/23/24, 2:00 PM

WIPP



Block/Lot/Qual:	506. 12.	Tax Account Id:	1179
Property Location:	909 SUMMERFIELD AVENUE	Property Class:	4C - Apartment
Owner Name/Address:	HARRIS, TIMOTHY M 13 ROBERTA DR NEPTUNE, NJ 07753	Land Value:	221,100
		Improvement Value:	570,500
		Exempt Value:	0
		Total Assessed Value:	791,600
		Additional Lots:	None
Special Taxing Districts:		Deductions:	

Taxes Utilities

Click on the Utility Account Id to see more information or to make a payment.

Account	Service	Due Date	Current Bill	Current Balance	Delinquent Balance	Interest	Total
10302753-0	Sewer	02/01/2009	0.00	-57.00	0.00	0.00	-57.00
	Account Total		0.00	-57.00	0.00	0.00	-57.00
10302753-1	Sewer	02/01/2024	129.80	129.80	0.00	0.00	129.80
	Account Total		129.80	129.80	0.00	0.00	129.80
10302753-2	Sewer	02/01/2024	109.05	109.05	0.00	0.00	109.05
	Account Total		109.05	109.05	0.00	0.00	109.05
10302753-3	Sewer	02/01/2024	187.90	187.90	0.00	0.00	187.90
	Account Total		187.90	187.90	0.00	0.00	187.90
10302753-4	Sewer	02/01/2024	129.80	129.80	0.00	0.00	129.80
	Account Total		129.80	129.80	0.00	0.00	129.80
10302753-5	Sewer	02/01/2024	129.80	129.80	0.00	0.00	129.80
	Account Total		129.80	129.80	0.00	0.00	129.80
	Grand Total		686.35	629.35	0.00	0.00	629.35

[Return to Home](#)

Sent from my iPad

Lisa Esposito

From: Michael Schnurr
Sent: Tuesday, February 6, 2024 12:02 PM
To: 'carol hept'
Cc: Patricia Martuscelli
Subject: RE: [EXTERNAL] Re: [EXTERNAL] Mike, here is a copy of the check we just discussed re: North Beach adm fees.

Thanks, Carol. I submitted a resolution for approval at our 2/14/24 council meeting.

Michael J. Schnurr, MPA, CTC
 Tax Collector
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 Email: michael.schnurr@cityofasburypark.com
 Phone: 732-502-5704
 Fax: 732-502-9658
[Asbury Park, NJ | Official Website \(cityofasburypark.com\)](http://cityofasburypark.com)

View and pay your tax and sewer bill online at the below link:
[Tax & Sewer Collections | Asbury Park, NJ \(cityofasburypark.com\)](http://cityofasburypark.com)

From: carol hept <cahept1501@yahoo.com>
Sent: Tuesday, February 6, 2024 11:49 AM
To: Michael Schnurr <Michael.Schnurr@cityofasburypark.com>
Subject: [EXTERNAL] Re: [EXTERNAL] Mike, here is a copy of the check we just discussed re: North Beach adm fees.

As per our conversation 2/6/24 re:duplicate payment of pilot administration fees, I would like a refund in the amt of \$375.48 to be sent to me. Carol Hept. 1501 Ocean Avenue Unit 2814 Asbury Park, N J. 07712. Thank you.

[Sent from Yahoo Mail for iPad](#)

On Tuesday, February 6, 2024, 11:29 AM, Michael Schnurr <Michael.Schnurr@cityofasburypark.com> wrote:

Carol,

As discussed, you would like to be refunded. This needs to be stated in writing in order for me to process this refund.

Michael J. Schnurr, MPA, CTC

Tax Collector

City of Asbury Park

1 Municipal Plaza

Asbury Park, NJ 07712

Email: michael.schnurr@cityofasburypark.com

Phone: 732-502-5704

Fax: 732-502-9658

[Asbury Park, NJ | Official Website \(cityofasburypark.com\)](http://cityofasburypark.com)

View and pay your tax and sewer bill online at the below link:

[Tax & Sewer Collections | Asbury Park, NJ \(cityofasburypark.com\)](http://cityofasburypark.com)

From: carol hept <cahept1501@yahoo.com>

Sent: Tuesday, February 6, 2024 11:09 AM

To: Michael Schnurr <Michael.Schnurr@cityofasburypark.com>

Subject: [EXTERNAL] Mike, here is a copy of the check we just discussed re: North Beach adm fees.

Attachment: RE EXTERNAL Re EXTERNAL Mike here is a copy of the check we just discussed re North Beach adm fees. (2024-109 : Resolution

10:56 AM Tue Feb 6



Front

CAROL A HEPT
JAMES F HEPT
1501 OCEAN AVE UNIT
ASBURY PARK, NJ 07711

Pay to the
Order of

Out

Three Thousand

Attachment: RE EXTERNAL Re EXTERNAL Mike here is a copy of the check we just discussed re North Beach adm fees. (2024-109 : Resolution

[Sent from Yahoo Mail for iPad](#)

Attachment: RE EXTERNAL Re EXTERNAL Mike here is a copy of the check we just discussed re North Beach adm fees. (2024-109 : Resolution

BLQ: 4202. 8.18 -C2814- Tax Year: 2023 to 2024
Owner Name: HEPT, JAMES F & CAROL A Property Location: 1501 OCEAN AVE, UNIT 2814

Tax Year: 2023	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	328.53	328.53	376.45	376.44	1,409.95
Other Bill Adj:	2,875.23	2,875.23	3,280.27	3,655.75	12,686.48
Total Billed:	3,203.76	3,203.76	3,656.72	4,032.19	14,096.43
Payments:	3,203.76	3,203.76	3,656.72	4,032.19	14,096.43
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2023 Prin Balance
Description										
Original Billed								1,409.95		1,409.95
07/19/22	1	Adjustment	PIL			35890	599 N BEACH	2,875.23	0.00	4,285.18
07/19/22	2	Adjustment	PIL			35890	600 N BEACH	2,875.23	0.00	7,160.41
02/06/23	1	Payment	001	67 CHECKS	CK	36978	1549 CORE23Q1	328.53	0.00	6,831.88
CORELOGIC 3014922.90										
02/06/23	1	Payment	PIL	67 CHECKS	CK	36978	1550 CORE23Q1	2,875.23	0.00	3,956.65
CORELOGIC 3014922.90										
05/04/23	2	Payment	001	65 CHECKS	CK	37422	1542 CORE23Q2	328.53	0.00	3,628.12
CORELOGIC 3021483.92										
05/04/23	2	Payment	PIL	65 CHECKS	CK	37422	1543 CORE23Q2	2,875.23	0.00	752.89
CORELOGIC 3021483.92										
07/17/23	3	Adjustment	PIL			37757	443 MIKESCH	3,280.27	0.00	4,033.16
07/17/23	4	Adjustment	PIL			37757	444 MIKESCH	3,280.27	0.00	7,313.43
08/23/23	3	Payment	001	66 CHECKS	CK	37998	1609 CORE23Q3	376.45	0.00	6,936.98
CORELOGIC \$3,913,595.40										
08/23/23	3	Payment	001	66 CHECKS	CK	37998	1610 CORE23Q3	3,280.27	0.00	3,656.71
CORELOGIC \$3,913,595.40										
08/25/23	3	Adjustment	063			38019	256 MIKESCH	3,280.27	0.00	6,936.98
TRANSFER OVERPAYMENT										
08/25/23	3	Adjustment	PTO			38019	257 MIKESCH	3,280.27-	0.00	3,656.71
TRANSFER OVERPAYMENT										
11/08/23	4	Payment	001	66 CHECKS	CK	38371	1609 CORE23Q4	376.44	0.00	3,280.27
CORELOGIC \$4,016,086.02										
11/08/23	4	Payment	001	66 CHECKS	CK	38371	1610 CORE23Q4	3,280.27	0.00	0.00
CORELOGIC \$4,016,086.02										
11/13/23	4	Adjustment	063			38401	224 MIKESCH	3,280.27	0.00	3,280.27
TRANSFER OVERPAYMENT										
11/13/23	4	Adjustment	PTO			38401	225 MIKESCH	3,280.27-	0.00	0.00
TRANSFER OVERPAYMENT										
12/31/23	4	Adjustment	025			38585	266 MIKESCH	375.48	0.00	375.48
ADMIN FEE										
01/22/24	4	Payment	025	190	CK	38681	15 MIKE	375.48	0.00	0.00

Attachment: 1501 OCEAN AVE, UNIT 2814 (2024-109 : Resolution to Refund Overpaid Municipal Charges for Various Properties)

4202.	8.18	-C2814-	-	HEPT, JAMES F & CAROL A	1501 OCEAN AVE, UNIT 2814	Continued
Tax Year: 2024	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total	
Original Billed:	352.49	352.49	0.00	0.00	704.98	
Other Bill Adj:	3,077.75	3,077.75	0.00	0.00	6,155.50	
Total Billed:	3,430.24	3,430.24	0.00	0.00	6,860.48	
Payments:	3,808.22	0.00	0.00	0.00	3,808.22	
Balance:	377.98-	3,430.24	0.00	0.00	3,052.26	

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2024 Prin Balance
		Description								
		Original Billed						704.98		704.98
07/17/23	1	Adjustment	PIL			37757	445 MIKESCH	3,077.75	0.00	3,782.73
07/17/23	2	Adjustment	PIL			37757	446 MIKESCH	3,077.75	0.00	6,860.48
01/30/24	1	Payment	PIL	4684	CK	38741	62 FRANK	2.50	0.00	6,857.98
		corelogic								
01/30/24	1	Payment	PIL	9467	CK	38741	63 FRANK	375.48	0.00	6,482.50
		corelogic								
02/02/24	1	Payment	001	65 CHECKS	CK	38781	1588 CORE24Q1	352.49	0.00	6,130.01
		CORELOGIC \$3,481,029.05								
02/02/24	1	Payment	001	65 CHECKS	CK	38781	1589 CORE24Q1	3,077.75	0.00	3,052.26
		CORELOGIC \$3,481,029.05								

Total Principal Balance for Tax Years in Range: 3,052.26

Attachment: 1501 OCEAN AVE; UNIT 2814 (2024-109 : Resolution to Refund Overpaid Municipal Charges for Various Properties)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-110

Resolution authorizing the payment of bills in the amount of \$2,716,916.60



RESOLUTION NO. 2024-110

**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 \$2,716,694.60

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

CURRENT VOUCHERS	\$ 2,716,694.60
TOTAL VOUCHERS	\$ <u>2,716,694.60</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-110 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

February 9, 2024
11:02 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 3-First to 4-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
3-01-20-100-000-207	ADMINISTRATION Contractual					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	483.75	0.00	B
3-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-00050	Invoice 5198 1001 First Ave.	1,396.50	0.00	
SUREN005	SURENIAN, EDWARDS, BUZAK &	24-00099	December Invoice Affd. Hsg.	1,107.50	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-00180	Invoice 5103 JLD	110.25	0.00	
				2,614.25		
3-01-20-100-000-242	ADMINISTRATION Wellness Committee					
PIVOT005	PIVOTAL SHIFTS, LLC	23-03757	Mental Heath Presentation 3/15	300.00	0.00	
	Extd Total: ADMINISTRATION			3,398.00		
	Department Total: ADMINISTRATION			3,398.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	24-00244	#60978 various '23 ord intros	156.96	0.00	
3-01-20-120-000-238	MUNICIPAL CLERK Contractual					
PARKE005	PARKER MCCAY, PA	24-00243	INV #3174370 & 3174371 DEC '23	903.00	0.00	
	Extd Total: MUNICIPAL CLERK			1,059.96		
	Department Total: MUNIC CLERK			1,059.96		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-207	FINANCE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	24-00187	Inv #'s 515598 & 515848, 12/23	3,058.00	0.00	
3-01-20-130-000-223	FINANCE Condo Reimbursements					
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	24-00149	4th Q 2023 Trash Reimb.	1,115.44	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	24-00151	4th Q 2023 Trash Reimb.	1,029.73	0.00	
700MAT	700 MATTISON CONDOMINIUM	24-00153	4th Q Lighting Reimb.	427.03	0.00	
OCEARM	OCEAN ARMS CONDOMINIUM ASSOC.	24-00156	4th Q 2023 Lighting Reimb.	248.30	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	24-00157	4th Q Lighting Reimb.	117.86	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	24-00161	4th Q 2023 Lighting Reimb.	332.09	0.00	

Attachment: Bill List 2-14-24 (2024-110 : Payment of Bills)

February 9, 2024
11:02 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 1

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-130-000-223 611AS005 611 ASBURY AVENUE	FINANCE Condo Reimbursements 24-00182 4th Q Reimbursement 611 Asbury		Continued	<u>1,187.21</u> 4,457.66	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			7,515.66		
	Department Total: FINANCE			7,515.66		
Department: COMPUTER MIS Extd: COMPUTERIZED DATA PROCESSING						
3-01-20-140-000-219 SPROU005 SPROUT SOCIAL, INC.	COMPUTER DATA PROC. Equipment 23-03702 INV-47701 2024 Renewal			2,169.96	0.00	
3-01-20-140-000-224 ATECSEC A+ TECHNOLOGY & SECURITY	COMPUTER DATA PROC. Troubleshooting 23-03210 Q#ES35262 Soc. Svc. Building			918.80	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			3,088.76		
	Department Total: COMPUTER MIS			3,088.76		
Department: TAX ASSESSOR Extd: TAX ASSESSOR						
3-01-20-150-000-209 JALLO005 JALLOH & JALLOH, LLC	TAX ASSESSOR Fees 24-00172 INV #10325 Tax Appeal Dec 2023			712.50	0.00	
	Extd Total: TAX ASSESSOR			712.50		
	Department Total: TAX ASSESSOR			712.50		
Department: DIRECTOR OF COMMUNICATIONS Extd: DIRECTOR OF COMMUNICATIONS						
3-01-20-151-000-203 CRAPRI CRAFTMASTER PRINTING, INC.	DIRECTOR OF COMMUNICATIONS Calendar 23-03377 2024 Calendar Printing			11,326.50	0.00	
KINTINC KINTECH, INC.	23-03378 2024 Calendar Fulfilment			<u>412.51</u> 11,739.01	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			11,739.01		
	Department Total: DIRECTOR OF COMMUNICATIONS			11,739.01		
Department: LEGAL SERVICES Extd: LEGAL SERVICES						
3-01-20-155-000-209 LADDY005 LADDEY, CLARK & RYAN, LLP	LEGAL SERVICES Fees 24-00049 Invoice 74315 Legal Services			1,125.00	0.00	
	Extd Total: LEGAL SERVICES			1,125.00		
	Department Total: LEGAL SERVICES			1,125.00		

Attachment: Bill List 2-14-24 (2024-110 : Payment of Bills)

February 9, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
3-01-20-162-000-202	APTV Equipment					
ADORAMA	ADORAMA INC.	23-03380	Lav Mics 2283646	379.00	0.00	
Extd Total: CABLE TV ADVISORY COMMITTEE				379.00		
Department Total: APTV				379.00		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
3-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	24-00186	LAF456561 General Engineering	6,136.90	0.00	
Extd Total: ENGINEERING SERVICES				6,136.90		
Department Total: ENGINEER SERV				6,136.90		
CAFR Total:				35,154.79		
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-204	POLICE Towing					
BENAUT	BENNETT'S AUTO RECOVERY, INC.	23-03710	INVOICE #23-4106143 6/4/23 TOW	20.00	0.00	
3-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	24-00089	#2024840 NOVEMBER 2023 SERVICE	4,812.50	0.00	
3-01-25-240-000-206	POLICE Purchase of Equipment					
DRASAF	DRAEGER, INC	23-01776	ALCOTEST BREATH TEST SYSTEM	19,305.00	0.00	
MACPRIN	MACLEARIE PRINTING, LLC	23-03673	ID line up books	2,872.80	0.00	
				<u>22,177.80</u>		
3-01-25-240-000-218	POLICE Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	1,514.75	0.00	B
SOUND005	SOUNDTHINKING, INC.	23-01417	#ASBURY041323 ANNUAL RENEWAL	60,688.00	0.00	
				<u>62,202.75</u>		
3-01-25-240-000-222	POLICE Training					
INSPSY	INSTITUTE FOR FORENSIC	24-00217	#19767 12/19/23 EVALUATIONS	2,550.00	0.00	
GLOPRO	GLOCK PROFESSIONAL, INC.	24-00220	TRP100189235 10/25/23 WORKSHOP	500.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	24-00267	11/23 new hire drug screening	540.00	0.00	
				<u>3,590.00</u>		
3-01-25-240-000-275	POLICE Traffic Maintenance					
LANASO	LANIGAN ASSOCIATES. INC.	23-03648	Crossing guard vests and signs	426.65	0.00	
3-01-25-240-000-276	POLICE: PAL Expenses					
PEACH005	PEACHES & ICE CREAM, LLC	23-03379	#2392 PAL ice cream 8/17/23	92.00	0.00	

Attachment: Bill List 2-14-24 (2024-110 : Payment of Bills)

February 9, 2024
11:02 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-25-240-000-276	POLICE: PAL Expenses		Continued			
COSTCO	COSTCO WHOLESALE	23-03578	sister circle pal	92.88	0.00	
				184.88		
	Extd Total: POLICE DEPARTMENT			93,414.58		
	Department Total: POLICE			93,414.58		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	23-03104	Blanket PO Not to Exceed	1,251.37	0.00	B
FISONS	FIS on Site Service LLC	23-03385	Quote: E1196-8385 Repairs	2,543.23	0.00	
NOLGAR	NOLZE GARAGE DOOR LLC	23-03751	I#39560 EMERGENCY-BAY DOOR	2,500.00	0.00	
MONMO015	MONMOUTH COUNTY PUBLIC WORKS &	24-00250	INV#23000076 REPAIRS TO 83-58	135.01	0.00	
				6,429.61		
3-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	473.75	0.00	B
3-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
FIRONE	FIREFIGHTER ONE LIMITED	23-02665	Quote:00001736-SCBA Testing	1,470.00	0.00	
	Extd Total: FIRE DEPARTMENT			8,373.36		
	Department Total: FIRE DEPT.			8,373.36		
	CAFR Total:			101,787.94		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	390.00	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-00122	#378374 & #377231 FUEL	5,073.77	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-00185	3 cyl. propane, liquified haz.	210.75	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00193	#74243 & 74164 SERVICES 2023	3,818.33	0.00	
				9,492.85		
	Extd Total: STREETS & ROADS MAINTENANCE			9,492.85		
	Department Total: STREETS & ROAD			9,492.85		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	24-00119	SERVICES RENDERED 12/14-12/29	7,420.95	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00120	#285311 TRASH FEES 12/16-12/31	26,499.39	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-00129	#1078294 RECYCLING DEC 2023	11,870.72	0.00	
COUCUR	MONMOUTH COUNTY TREASURER	24-00164	RECLAMATION CENTER DEC 2023	1,515.98	0.00	
				47,307.04		
	Extd Total: SOLID WASTE COLLECTION			47,307.04		
	Department Total: SOLID WASTE			47,307.04		

Attachment: Bill List 2-14-24 (2024-110 : Payment of Bills)

February 9, 2024
11:02 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-210	BUILDING & GND Building Repairs					
USABU005	USA BUILDING MAINTENANCE, INC.	23-02140	roof repair Trans. Center	6,000.00	0.00	
USABU005	USA BUILDING MAINTENANCE, INC.	23-03746	Emergency CityHall Roof Repair	8,788.00	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00193	#74243 & 74164 SERVICES 2023	550.94	0.00	
				15,338.94		
3-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	703.75	0.00	B
FOXFO	FOX FLOORS INC.	23-03423	PD Chief Office Floor	1,734.00	0.00	
				2,437.75		
	Extd Total: BUILDINGS & GROUNDS			17,776.69		
	Department Total: BUILDING & GND			17,776.69		
	CAFR Total:			74,576.58		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
3-01-27-345-000-216	SOCIAL SERVICES Uniforms					
MURARM	MURRAY'S UNIFORMS	23-03655	Staff shirts	101.50	0.00	
MURARM	MURRAY'S UNIFORMS	23-03657	Staff shirts	640.00	0.00	
				741.50		
	Extd Total: SOCIAL SERVICES:			741.50		
	Department Total: PUBLIC ASST			741.50		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
3-01-27-350-000-207	SENIOR CENTER Equipment Repair					
THEGA005	THE GAME ROOM STORE	23-03687	Relevel Pool Table Repairs NTE	500.00	0.00	
3-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	23-02774	Exercise Classes 4th Qtr 2023	225.00	0.00	B
	Extd Total: SENIOR CENTER			725.00		
	Department Total: SENIOR CENTER			725.00		
	CAFR Total:			1,466.50		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
3-01-29-390-000-011	PUBLIC LIBRARY Base Salary					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	24-00292	2023 Remaining Balance	31,110.93	0.00	
	Extd Total: PUBLIC LIBRARY:			31,110.93		
	Department Total: PUBLIC LIBRARY			31,110.93		
	CAFR Total:			31,110.93		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
3-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
NJNATU	N.J. NATURAL GAS CO.	24-00216	Various Accounts 12/13-1/18	14,662.92	0.00	
JCPL	JCPL	24-00259	Various Accounts 12/28-1/25	403.61	0.00	
				15,066.53		
Extd Total: LIGHT,HEAT,POW				15,066.53		
Extd: STREET/TRAFFIC						
3-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	24-00224	Various Accounts 12/19-1/18	107.80	0.00	
JCPL	JCPL	24-00240	Various Accounts 12/23-1/24	1,143.06	0.00	
JCPL	JCPL	24-00356	Various Accounts 12/28-1/23	1,647.85	0.00	
				2,898.71		
Extd Total: STREET/TRAFFIC				2,898.71		
Department Total: LIGHTING				17,965.24		
CAFR Total:				17,965.24		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
3-01-43-490-000-245 MUNIC COURT Interpreter						
BEACRA	BEATRIZ C. CRANEY	24-00043	court interpreter 12/29/23	151.25	0.00	
BEACRA	BEATRIZ C. CRANEY	24-00045	court interpreter 12/15/23	288.75	0.00	
				440.00		
Extd Total: MUNICIPAL COURT				440.00		
Department Total: MUNIC COURT				440.00		
CAFR Total:				440.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
3-01-55-001-000-026 Reserve for Fire House Repairs						
BELPLU	BELMAR PLUMBING & HEATING INC	23-03038	Leaking Gas Line Replacement	6,192.00	0.00	
Extd Total: TAXES PAYABLE:				6,192.00		
Department Total: TAXES PAYABLE:				6,192.00		
CAFR Total: CURRENT FUND NON BUDGET ACCTS:				6,192.00		
Fund Total: CURRENT				268,693.98		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
3-06-55-502-000-207 TRANS.UTILITY O/E: Internet						
OPTIMUM	OPTIMUM	24-00198	#07866-196915-01-3 12/15-1/14	164.40	0.00	

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3-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR	PASSPORT LABS, INC.	24-00152	INV1042850 12/23 Permit Fees	2,101.70	0.00	
3-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
NJFIR005	NJ FIRE & SECURITY ALARM CO.	23-03607	Fire Cell Communicator Instal	595.00	0.00	
3-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	24-00160	INV92551 Dec 2023 DMS Fees	7,503.00	0.00	
3-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	24-00162	INV36554 Dec Trans Fees	6,536.80	0.00	
3-06-55-502-000-228	TRANSPORT. UTILITY OE Engineering Fees					
DYNAM005	DYNAMIC TRAFFIC, LLC	24-00171	INV4608 Srvcs thru 12/30/23	1,920.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			18,820.90		
	Department Total: UTILITY OE			18,820.90		
	CAFR Total:			18,820.90		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			18,820.90		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
3-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	24-00216	Various Accounts 12/13-1/18	11,328.22	0.00	
JCPL	JCPL	24-00356	Various Accounts 12/28-1/23	38,162.69	0.00	
				49,490.91		
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	2,860.00	0.00	B
3-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	24-00123	INVOICE #522843 DECEMBER 2023	11,662.00	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	24-00127	#0006888781 DECEMBER 2023	26,754.00	0.00	
PASVAL	PASSAIC VALLEY SEWERAGE COM.	24-00128	INVOICE #522718 NOVEMBER 2023	9,460.50	0.00	
				47,876.50		
3-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
LYONS005	LYONS ENVIRONMENTAL SERVICES	24-00238	APSA1223 WWTP TESTING DEC '23	1,608.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			101,835.41		
	Department Total: UTILITY OE			101,835.41		
3-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.					
ASBLLC	ASBURY PARTNERS, LLC	24-00226	4TH QTR. 2023 ODOR CONTROL	200,427.26	0.00	
	Extd Total:			200,427.26		
	Department Total:			200,427.26		
	CAFR Total:			302,262.67		
	Fund Total: SEWER UTILITY: BUDGET:			302,262.67		
	Year Total:			589,777.55		

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Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
4-01-20-100-000-202	ADMINISTRATION Office Supplies					
AMAZO005 AMAZON.COM SERVICES	24-00228 Office Heater/Clayton			26.97	0.00	
4-01-20-100-000-209	ADMINISTRATION Professional Services					
FREPAR FRENCH & PARRELLO, PA	24-00255 Invoice 144894 DPW LSRP			599.38	0.00	
4-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER	24-00326 ACCT #117290 JANUARY 2024			659.00	0.00	
	Extd Total: ADMINISTRATION			1,285.35		
	Department Total: ADMINISTRATION			1,285.35		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
4-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
CENJERS CENTRAL JERSEY REGISTRARS'	24-00354 2024 Membership Dues			40.00	0.00	
4-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
NJADV NJ ADVANCE MEDIA LLC	24-00204 invoices 810227; 814872			277.40	0.00	
GANN005 GANNETT NEW YORK/NEW JERSEY	24-00205 9698120, 9726309			107.40	0.00	
THECOA THE NEW COASTER, LLC	24-00293 New Coaster #61062			67.82	0.00	
GANN005 GANNETT NEW YORK/NEW JERSEY	24-00342 INVOICE #9769137 & 9769579			132.48	0.00	
NJADV NJ ADVANCE MEDIA LLC	24-00346 INVOICE #10820321 & #10820325			324.88	0.00	
				909.98		
4-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC	24-00059 INVOICE #177698 JANUARY 2024			755.63	0.00	
GRALLC GRANICUS, LLC	24-00294 INVOICE #178509 FEBRUARY 2023			755.63	0.00	
				1,511.26		
	Extd Total: MUNICIPAL CLERK			2,461.24		
	Department Total: MUNIC CLERK			2,461.24		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	24-00219 Finance Supplies			684.38	0.00	
4-01-20-130-000-205	FINANCE Ads					
THECOA THE NEW COASTER, LLC	24-00231 BID - BANGS & PROSPECT			54.06	0.00	
4-01-20-130-000-209	FINANCE Fees					
EDMASS EDMUNDS GOVTECH, INC.	24-00080 Finance Maintenance			8,670.11	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			9,408.55		
	Department Total: FINANCE			9,408.55		

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Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZO005	AMAZON.COM SERVICES	24-00004	MISC IT SUPPLIES NEEDED	753.67	0.00	
AMAZO005	AMAZON.COM SERVICES	24-00105	IT Office/Tech Supplies	133.88	0.00	
AMAZO005	AMAZON.COM SERVICES	24-00168	Clerks office Printer	649.99	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-00169	1CD3PHZ City Manager Toner	463.38	0.00	
				<u>2,000.92</u>		
4-01-20-140-000-220	COMPUTER DATA PROC. Training					
FIBER005	FIBER INSTRUMENT SALES, INC.	24-00200	Two Day Fiber Optic Training	450.00	0.00	
4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
ENVSYS	ENVIRONMENTAL SYSTEMS RESEARCH	24-00135	Q#26178351 2024 GIS Renewal	2,355.00	0.00	
4-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	24-00196	January 2024 Services/Storage	7,620.43	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			12,426.35		
	Department Total: COMPUTER MIS			12,426.35		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-209	TAX REV ADMIN Fees					
EDMASS	EDMUNDS GOVTECH, INC.	24-00080	Finance Maintenance	4,222.06	0.00	
4-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
MONTAX01	MONMOUTH & OCEAN COUNTIES TAX	24-00296	2024 MEMBERSHIP	240.00	0.00	
TCTAMEM	TCTANJ MEMBER SERVICES	24-00297	2024 MEMBERSHIP	200.00	0.00	
				<u>440.00</u>		
	Extd Total: TAX REVENUE ADMINISTRATION			4,662.06		
	Department Total: TAX REV ADMIN			4,662.06		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
4-01-20-151-000-299	DIRECTOR OF COMMUN. - Program Fees					
CAMEO005	CAMEO LOVE MARKET	24-00229	Coffee with Councilmember 2/1	68.74	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			68.74		
	Department Total: DIRECTOR OF COMMUNICATIONS			68.74		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
LAWOF005	LAW OFFICE OF GENE J ANTHONY	24-00324	#21313 JANUARY RENT LEVELING	150.00	0.00	
	Extd Total: LEGAL SERVICES			150.00		
	Department Total: LEGAL SERVICES			150.00		
	CAFR Total:			30,462.29		
Department: Planning Department Extd: Planning Department						
4-01-21-179-000-205	PLANNING DEPT. Ads					
THECOA	THE NEW COASTER, LLC	24-00197	LEGAL NOTICE PB 2024 DATES	105.02	0.00	
	Extd Total: Planning Department			105.02		
	Department Total: Planning Department			105.02		
	CAFR Total:			105.02		
Department: CONST CODE Extd: CONSTRUCTION CODE OFFICIAL						
4-01-22-200-000-205	CONST CODE Dues/Subscriptions					
CONPER	CONTROL PERSONS MON/OCEAN CTY.	24-00210	CLARE/SULLIVAN ANNUAL DUES	60.00	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			60.00		
	Department Total: CONST CODE			60.00		
	CAFR Total:			60.00		
Department: GROUP INSUR. Extd: EMPLOYEE GROUP INSURANCE						
4-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	24-00241	HEALTH COVERAGE FEBRUARY 2024	599,497.23	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			599,497.23		
	Department Total: GROUP INSUR.			599,497.23		
	CAFR Total:			599,497.23		
Department: POLICE Extd: POLICE DEPARTMENT						
4-01-25-240-000-215	POLICE Miscellaneous					
DAVDES	DAVID DESANE	24-00283	Deposition Reimbursement	505.08	0.00	
4-01-25-240-000-216	POLICE Supplies-Compu.					
WIRCOM	WIRELESS COMMUNICATIONS &	24-00353	#M63198 install 2 BWC docks	820.00	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
TREMOC	TREASURER,COUNTY OF MONMOUTH	24-00121	2024 MOCERT Assessment	2,500.00	0.00	
THOWES	THOMSON WEST CUSTOMER SERVICE	24-00268	#849516993 JANUARY 2024	258.30	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-218	POLICE Contract.Serv.		Continued			
OPTIMUM OPTIMUM		24-00269	#07866-182313-01-5 1/8 - 2/7	287.93	0.00	
WIRCOM WIRELESS COMMUNICATIONS &		24-00352	#M62221 JANUARY 2024	1,220.00	0.00	
				4,266.23		
4-01-25-240-000-222	POLICE Training					
WALTOW TOWNSHIP OF WALL		24-00095	2024 Active Shooter Program	1,000.00	0.00	
4-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO COSTCO WHOLESALE		24-00006	SNACKS & DRINKS 1/10 PROGRAM	96.59	0.00	
	Extd Total: POLICE DEPARTMENT			6,687.90		
	Department Total: POLICE			6,687.90		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS FIS on Site Service LLC		24-00068	Blanket PO-Not to Exceed	1,484.22	0.00	B
AUTAUD AUTO AUDIO		24-00170	QUOTE - CAR STARTER	350.00	0.00	
				1,834.22		
4-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
THEHAR THE HARDWARE STORE		24-00188	BLANKET PO NOT TO EXCEED	79.71	0.00	B
4-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions					
NJCHIE NJ CAREER FIRE CHIEFS ASSOC.		24-00194	INV#1209 - 2024 DUES K. KEDDY	375.00	0.00	
4-01-25-265-000-214	FIRE DEPT. Building Maintenance					
KEMFLA KEMPTON FLAG LLC		24-00057	ESTIMATE# 7486 US FLAG 3XSFT	43.00	0.00	
GRAING GRAINGER, INC.		24-00232	QTE:2056809127-various Supply	168.12	0.00	
				211.12		
	Extd Total: FIRE DEPARTMENT			2,500.05		
Extd: FIRE HYDRANT						
4-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.		24-00355	#1018-210026567043 12/27-1/25	21,145.10	0.00	
	Extd Total: FIRE HYDRANT			21,145.10		
	Department Total: FIRE DEPT.			23,645.15		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
4-01-25-275-000-202	PROSECUTOR Fees					
CART0005 CARTON LAW FIRM, LLC		24-00262	conflict pros 1/18/24	650.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-275-000-202	PROSECUTOR Fees		Continued			
JAMBUT JAMES N. BUTLER, JR.		24-00263	jan 2024 prosecutor fees	3,900.00	0.00	
				4,550.00		
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: PROSECUTOR			4,550.00		
	CAFR Total:			34,883.05		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SERV005 SERVICE TIRE TRUCK CENTERS		24-00003	NEW TIRE FOR PD VEHICLE #29	185.00	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		24-00069	VARIOUS PARTS BLANKET	4,365.27	0.00	B
THEHOS THE HOSE SHOP, INC.		24-00071	VARIOUS PARTS BLANKET	448.27	0.00	B
GRAING GRAINGER, INC.		24-00075	ENGINE FOR BRINE SPRAYER TK#52	468.45	0.00	
SEACHE SEACOAST CHEVROLET OLDS-		24-00118	VARIOUS PARTS BLANKET	142.95	0.00	B
CHEVAL CHERRY VALLEY TRACTOR SALES		24-00176	VARIOUS PARTS BLANKET	603.66	0.00	B
QUAAUT QUALITY AUTO GLASS, INC.		24-00179	WINDSHIELD FOR APPD #33	430.90	0.00	
FREFOR FREEHOLD FORD		24-00183	VARIOUS PARTS BLANKET	813.83	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE		24-00230	VARIOUS PARTS BLANKET	435.86	0.00	B
JOHGUI JOHN GUIRE SUPPLY		24-00245	DPW TRK#16 RB PLOW HARNESS	130.31	0.00	
ALLDIE ALLIED DIESEL SERVICE, INC.		24-00281	DPW TRK#51 BRAKE PARTS	577.99	0.00	
				8,602.49		
4-01-26-290-000-214	STREETS & ROAD Dues/Memberships					
ASSOCNJ ASSOCIATION OF NJ RECYCLERS		24-00163	2024 RENEWAL FOR YVONNE ADAMS	115.00	0.00	
MUNELE MUNIC.ELECTRICAL INSPECT.ASSOC		24-00178	2024 RENEWAL FOR MANNY LUCAS	60.00	0.00	
				175.00		
4-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
GRAING GRAINGER, INC.		24-00252	Shop Supplies	265.37	0.00	
GRAING GRAINGER, INC.		24-00288	Portable Dryer / Screwdriver	259.32	0.00	
				524.69		
4-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
SECWOR SECURITY WORLD INC.		24-00138	INV #62232 & 62233 AGREEMENTS	258.00	0.00	
LORCO LORCO PETROLEUM SERVICES		24-00174	#1883602 USED OIL REMOVAL	150.00	0.00	
OPTIMUM OPTIMUM		24-00212	DPW & BEACH BILLING	49.83	0.00	
GUARD010 GUARDIAN PEST CONTROL		24-00215	pest control Sr. Building	75.00	0.00	
QUENC005 QUENCH USA, INC.		24-00273	#INV06906815 FEBRUARY 2024	38.05	0.00	
PRESPE PREVENTION SPECIALISTS, INC.		24-00345	INVOICE #34714 - TESTING	475.00	0.00	
				1,045.88		
4-01-26-290-000-222	STREETS & ROAD Training					
FIBER005 FIBER INSTRUMENT SALES, INC.		24-00200	Two Day Fiber Optic Training	450.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			10,798.06		
	Department Total: STREETS & ROAD			10,798.06		

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Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	24-00140	#285534 & 285533 CONSTR DEBRIS	2,460.75	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00173	#285805 TRASH FEES 1/1 - 1/15	29,144.22	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00177	#285717 & 285718 CONSTR DEBRIS	<u>2,017.00</u>	0.00	
				33,621.97		
4-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	24-00184	#285046 JANUARY 2024	47,083.30	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00191	#287011 FEBRUARY 2024	<u>47,083.30</u>	0.00	
				94,166.60		
	Extd Total: SOLID WASTE COLLECTION			127,788.57		
	Department Total: SOLID WASTE			127,788.57		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING	GRAINGER, INC.	24-00289	Emergency Lights	176.46	0.00	
4-01-26-310-000-210	BUILDING & GND Building Repairs					
GRAING	GRAINGER, INC.	24-00253	Lockset Rear Garage DPW	161.70	0.00	
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
GUARD010	GUARDIAN PEST CONTROL	24-00215	pest control Sr. Building	380.00	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	24-00291	fire extinguisher Trans Center	<u>76.00</u>	0.00	
				456.00		
	Extd Total: BUILDINGS & GROUNDS			794.16		
	Department Total: BUILDING & GND			794.16		
	CAFR Total:			139,380.79		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	24-00236	#07866-196932-01-7 1/15 - 2/14	8.34	0.00	
4-01-27-350-000-210	SENIOR CENTER Classes					
THECO010	THE COMMUNITY ENGAGEMENT	24-00266	Blanket Jan, Feb & March 2024	150.00	0.00	B
4-01-27-350-000-299	SENIOR CENTER Misc.					
THEHAR	THE HARDWARE STORE	24-00242	Harris Bed Bug Spray N.T.E.	99.85	0.00	
	Extd Total: SENIOR CENTER			258.19		
	Department Total: SENIOR CENTER			258.19		
	CAFR Total:			258.19		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL JCPL	24-00259 Various Accounts	12/28-1/25		9,594.83	0.00	
Extd Total: LIGHT,HEAT,POW				9,594.83		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	24-00224 Various Accounts	12/19-1/18		19,625.61	0.00	
JCPL JCPL	24-00240 Various Accounts	12/23-1/24		1,800.20	0.00	
JCPL JCPL	24-00259 Various Accounts	12/28-1/25		2,535.71	0.00	
JCPL JCPL	24-00277 #100 064 171 182	12/28-1/22		143.33	0.00	
JCPL JCPL	24-00356 Various Accounts	12/28-1/23		495.34	0.00	
				24,600.19		
Extd Total: STREET/TRAFFIC				24,600.19		
Department Total: LIGHTING				34,195.02		
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
ATLLC AT&T MOBILITY LLC	24-00206 #287284651437	12/12-1/11		3,317.08	0.00	
ATLLC AT&T MOBILITY LLC	24-00223 #287315151017	12/12-1/11		732.12	0.00	
ATLLC AT&T MOBILITY LLC	24-00235 #287284936037	12/12-1/11		987.51	0.00	
TMOBIL T-MOBILE	24-00276 #990733363	12/21-1/20		295.96	0.00	
MONINT MONMOUTH INTERNET CORPORATION	24-00325 INVOICE #348604-M FEB 2024			3,670.79	0.00	
				9,003.46		
Extd Total: TELEPHONE				9,003.46		
Department Total: TELEPHONE				9,003.46		
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	24-00175 #391465 UNLEADED FUEL			5,306.81	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	24-00195 #403846 UNLEADED FUEL 1/16/24			6,821.99	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	24-00272 #89382 DIESEL FUEL 1/4/24			2,162.58	0.00	
				14,291.38		
Extd Total: GASOLINE				14,291.38		
Department Total: GASOLINE				14,291.38		
CAFR Total:				57,489.86		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-219	MUNIC COURT Judges Fees					
LEYDE005 LEYDEN, CAPORTORTO, RITACCO,	24-00347 conflict judge 1/18/2024			750.00	0.00	

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4-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-00261	mail machine feb 2024	145.00	0.00	
	Extd Total: MUNICIPAL COURT			895.00		
	Department Total: MUNIC COURT			895.00		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
4-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	24-00264	public defender jan 2024	1,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			1,500.00		
	Department Total: PUBLIC DEFEND.			1,500.00		
	CAFR Total:			2,395.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
4-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	24-00034	4th Q 2023 Pilots	61,491.01	0.00	
4-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
CARME010	CARME DESROCHES	24-00133	Marriage License Refund	3.00	0.00	
	Extd Total: TAXES PAYABLE:			61,494.01		
	Department Total: TAXES PAYABLE:			61,494.01		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			61,494.01		
	Fund Total: CURRENT			926,025.44		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	24-00259	Various Accounts 12/28-1/25	282.54	0.00	
4-05-55-502-000-219	BEACH UTILITY O/E: Vehicle					
JESCO	JESCO, INC.	24-00104	JOHN DEERE LOADER(BEACH)PISTON	2,007.93	0.00	
4-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	24-00212	DPW & BEACH BILLING	119.40	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,409.87		
	Department Total: UTILITY OE			2,409.87		
	CAFR Total:			2,409.87		
	Fund Total: BEACH			2,409.87		

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Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
4-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	24-00326	ACCT #117290 JANUARY 2024	12.00	0.00	
4-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	24-00199	#07866-196915-01-3 1/15 - 2/14	164.40	0.00	
4-06-55-502-000-220	TRANSP. UTILITY OE Utilities					
NJNATU	N.J. NATURAL GAS CO.	24-00274	#22-0022-3490-85 JANUARY 2024	15.00	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				191.40		
Department Total: UTILITY OE				191.40		
CAFR Total:				191.40		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				191.40		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING	GRAINGER, INC.	24-00101	Gear Oil, Shop Supplies	1,315.22	0.00	
GRAING	GRAINGER, INC.	24-00209	Bulbs, Packing	477.66	0.00	
				1,792.88		
4-07-55-502-000-209	SEWER UTILITY O/E: Fees					
EDMASS	EDMUNDS GOVTECH, INC.	24-00080	Finance Maintenance	5,229.32	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	24-00214	PID 025587 UST WWTP	925.00	0.00	
				6,154.32		
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
SECWOR	SECURITY WORLD INC.	24-00138	INV #62232 & 62233 AGREEMENTS	3,600.00	0.00	
GUARD010	GUARDIAN PEST CONTROL	24-00215	pest control Sr. Building	80.00	0.00	
KEPSPR	KEPWEL SPRING WATER	24-00326	ACCT #117290 JANUARY 2024	12.00	0.00	
				3,692.00		
4-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
UNIVAR	UNIVAR SOLUTIONS USA, INC.	24-00132	INV #51751720 DECEMBER 2023	5,940.00	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				17,579.20		
Department Total: UTILITY OE				17,579.20		

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Department: SEWER ACCTS.PAYABLE						
Extd: SEWER ACCTS.PAYABLE						
4-07-55-526-000-000	SEWER ACCTS.PAYABLE					
TMASSO	T & M ASSOCIATES	22-02631	LSRP SERVICES SEWER PLANT UST	2,119.00	0.00	B
	Extd Total: SEWER ACCTS.PAYABLE			2,119.00		
	Department Total: SEWER ACCTS.PAYABLE			2,119.00		
	CAFR Total:			19,698.20		
	Fund Total: SEWER UTILITY: BUDGET:			19,698.20		
	Year Total:			948,324.91		
Fund: GENERAL CAPITAL FUND BUDGET:						
Extd: Ord. 2017-2 Various Capital Improvements						
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	24-00186	LAF456561 General Engineering	1,285.49	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			1,285.49		
Extd: Odr. 2018-57 Acq. of Real Property FH						
C-04-55-998-176-001	Section 20 Costs					
SHOPOI	SHORE POINT ARCHITECTURE,PA	21-01208	ENGINEERING SERVICES NEW FIRE	8,600.00	0.00	B
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	17,438.13	0.00	B
KEYTEC	KEY-TECH	23-03066	TESTING & INSPECTION CONTRACT	14,663.08	0.00	B
				40,701.21		
C-04-55-998-176-002	Purchase of Prop./Const. of Firehouse					
WALLA005	WALLACE BROS, INC.	23-02172	FIRE DEPARTMENT HEADQUARTERS	671,033.74	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			711,734.95		
Extd: Bond Ord. 2022-16 2022 Var. Cap. Improv.						
C-04-55-998-183-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	24-00087	FAS Services BAN Sale	1,888.88	0.00	
PKFOC005	PKF O'CONNOR DAVIES, LLP	24-00192	Invoice 790322 BAN Sale	555.56	0.00	
				2,444.44		
	Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv.			2,444.44		
Extd: Ord. 2023-19 Various Park Improv.						
C-04-55-998-184-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	24-00186	LAF456561 General Engineering	326.00	0.00	
	Extd Total: Ord. 2023-19 Various Park Improv.			326.00		
	Department Total:			715,790.88		
	CAFR Total:			715,790.88		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			715,790.88		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	7,369.25	0.00	B
ACAFIGI	ACACIA FINANCIAL GROUP, INC.	24-00087	FAS Services BAN Sale	3,305.56	0.00	
PKFOC005	PKF O'CONNOR DAVIES, LLP	24-00192	Invoice 790322 BAN Sale	972.22	0.00	
				<u>11,647.03</u>		
	Extd Total: Ord. 2020-8 Memorial Drive Paving			11,647.03		
	Department Total: Ord. 2020-8 Memorial Drive Paving			11,647.03		
Department:	Ord. 2022-8 Various Rd. Improvements					
Extd:	Ord. 2022-8 Various Rd. Improvements					
C-09-17-909-000-901	Road Improvements (Monroe,Comstock,8th)					
SBROT005	S BROTHERS INC.	23-02432	2022 ROADWAY IMPROVEMENTS	283,971.68	0.00	B
C-09-17-909-000-904	Section 20 Costs					
TMASSO	T & M ASSOCIATES	22-01654	MONROE, COMSTOCK & EIGHT ROADS	12,738.25	0.00	B
ACAFIGI	ACACIA FINANCIAL GROUP, INC.	24-00087	FAS Services BAN Sale	3,305.56	0.00	
PKFOC005	PKF O'CONNOR DAVIES, LLP	24-00192	Invoice 790322 BAN Sale	972.22	0.00	
				<u>17,016.03</u>		
	Extd Total: Ord. 2022-8 Various Rd. Improvements			300,987.71		
	Department Total: Ord. 2022-8 Various Rd. Improvements			300,987.71		
	CAFR Total:			312,634.74		
	Fund Total: PARKING CAPITAL			312,634.74		
	Year Total:			1,028,425.62		
Fund:	GRANT FUND BUDGET:					
Department:	DEFERRED CHGS					
G-02-43-870-013-200	UEZ - WEBSITE DES/ADMIN BUDGET					
YESGRA	YES GRAPHIC	24-00331	#6773 SIGNS FOR MUSIC EVENT	120.00	0.00	
	Extd Total:			120.00		
	Department Total: DEFERRED CHGS			120.00		
G-02-43-932-020-200	Recycling Tonnage Grant					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-03377	2024 Calendar Printing	3,775.50	0.00	
KINTINC	KINTECH, INC.	23-03378	2024 Calendar Fulfilment	137.50	0.00	
				<u>3,913.00</u>		
	Extd Total:			3,913.00		
	Department Total:			3,913.00		
G-02-43-950-021-200	Clean Communities Grant					
KEYPO005	KEYPORT ARMY AND NAVY	23-02952	Various Clothing Est. 4650	502.83	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-950-021-200	Clean Communities Grant		Continued			
KEYPO005	KEYPORT ARMY AND NAVY	23-03102	Clothing for DPW Jackets	3,972.90	0.00	
				4,475.73		
	Extd Total:			4,475.73		
	Department Total:			4,475.73		
G-02-43-956-022-206	ARP Funding					
THEHON2	THE HON COMPANY LLC	23-01418	INV #2131639 OFFICE FURNITURE	73,909.13	0.00	
G-02-43-956-022-213	Safe Routes to Transit Grant					
TMASSO	T & M ASSOCIATES	22-02806	SAFE ROUTES TO TRANSIT	1,787.00	0.00	B
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO	T & M ASSOCIATES	23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	16,441.00	0.00	B
G-02-43-956-022-216	2022 Justice Assistance Grant					
SELES	SELEX ES, INC.	23-02378	AUTOMATED LICENSE PLATE READER	22,585.00	0.00	
G-02-43-956-022-217	Opioid Settlement Funds					
THERA005	THERAMANAGER, LLC	23-01950	CASE MANAGEMENT SOFTWARE	542.50	0.00	B
TMOBIL	T-MOBILE	24-00276	#990733363 12/21-1/20	63.42	0.00	
				605.92		
	Extd Total:			115,328.05		
	Department Total:			115,328.05		
G-02-43-959-023-220	Mental Health Grant					
WBMASON	W.B.MASON CO., INC.	24-00280	Bulletin Board for client area	107.84	0.00	
	Extd Total:			107.84		
	Department Total:			107.84		
G-02-43-968-023-200	Redevelopers Contribution					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	24-00225	SLEO Training Inv. 106th BCPO	4,000.00	0.00	
	Extd Total:			4,000.00		
	Department Total:			4,000.00		
G-02-43-970-023-200	Sustainable Jersey Grant					
INTNEI	INTERFAITH NEIGHBORS, INC.	24-00038	Food Grant Invoice #2	5,000.00	0.00	
	Extd Total:			5,000.00		
	Department Total:			5,000.00		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
INTER015	INTERWOVEN	23-02623	UEZ Lease Subsidy Grant	475.00	0.00	B
	Extd Total:			475.00		
	Department Total:			475.00		
	CAFR Total:			133,419.62		
	Fund Total: GRANT FUND BUDGET:			133,419.62		
	Year Total:			133,419.62		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		24-00337	Dog Report January 2024	380.40	0.00	
	Extd Total:			380.40		
	Department Total:			380.40		
	CAFR Total:			380.40		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			380.40		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2023 CDBG 23-MC-34-0100						
T-17-82-850-850-001	2023 Administration					
WBMASON W.B.MASON CO., INC.		24-00227	Office supplies	148.98	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			148.98		
	Department Total:			148.98		
	CAFR Total:			148.98		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			148.98		
Fund: TRUST OTHER						
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
CARME010 CARME DESROCHES		24-00133	Marriage License Refund	25.00	0.00	
	Extd Total:			25.00		
	Department Total:			25.00		
	CAFR Total:			25.00		
	Fund Total: TRUST OTHER			25.00		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
INSENG INSITE ENGINEERING, LLC		24-00100	PB & ZB ENG - PROF SVS 2013	582.50	0.00	
	Extd Total:			582.50		
	Department Total:			582.50		
T-21-00-338-000-299	208 MAIN STREET(INSPECTION)(DB VENTURES)					
INSENG INSITE ENGINEERING, LLC		24-00100	PB & ZB ENG - PROF SVS 2013	172.50	0.00	
	Extd Total:			172.50		
	Department Total:			172.50		
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
THEBE005 THE BEEKMAN LAW FIRM, LLC		24-00333	PB LGL Beekman 527 Bangs	712.50	0.00	
	Extd Total:			712.50		
	Department Total:			712.50		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)					
THEBE005 THE BEEKMAN LAW FIRM, LLC		24-00207	LEGAL SVS Beekman 704 fourth	1,050.00	0.00	
	Extd Total:			1,050.00		
	Department Total:			1,050.00		
Department: B.A.N's						
T-21-00-521-000-299	637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT)					
TMASSO T & M ASSOCIATES		24-00181	LAF456563 Toll Brothers	782.50	0.00	
	Extd Total:			782.50		
	Department Total: B.A.N's			782.50		
T-21-00-535-000-299	704 4TH AVE(INSR.FEE)(13 GRAND POINT WY)					
INSENG INSITE ENGINEERING, LLC		24-00100	PB & ZB ENG - PROF SVS 2013	1,893.71	0.00	
	Extd Total:			1,893.71		
	Department Total:			1,893.71		
T-21-00-546-000-299	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
TMASSO T & M ASSOCIATES		24-00181	LAF456563 Toll Brothers	1,855.00	0.00	
	Extd Total:			1,855.00		
	Department Total:			1,855.00		
T-21-00-560-000-299	614 COOKMAN AVENUE(614 COOKMAN, LLC)					
TMASSO T & M ASSOCIATES		24-00233	Invoice LAF456564 614 Cookman	1,108.50	0.00	
	Extd Total:			1,108.50		
	Department Total:			1,108.50		
T-21-00-576-000-299	416 BOND STREET(NEWELL ST LLC)					
INSENG INSITE ENGINEERING, LLC		24-00100	PB & ZB ENG - PROF SVS 2013	619.50	0.00	
CLACAN CLARKE CATON HINTZ PC		24-00202	PB PROF SVS 2023	665.00	0.00	
				1,284.50		
	Extd Total:			1,284.50		
	Department Total:			1,284.50		
T-21-00-585-000-299	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)					
INSENG INSITE ENGINEERING, LLC		24-00100	PB & ZB ENG - PROF SVS 2013	509.14	0.00	
	Extd Total:			509.14		
	Department Total:			509.14		
T-21-00-598-000-299	138,140 & 144 BORDEN(SAVVY INVESTOR,LLC)					
CLACAN CLARKE CATON HINTZ PC		24-00202	PB PROF SVS 2023	1,672.92	0.00	
	Extd Total:			1,672.92		
	Department Total:			1,672.92		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			11,623.77		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			11,623.77		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-00050 Invoice 5198 1001 First Ave.			111.75	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-00050 Invoice 5198 1001 First Ave.			73.50	0.00	
T-48-56-850-000-871	1106 MAIN STREET(MERCY CENTER CORP.)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-00050 Invoice 5198 1001 First Ave.			147.00	0.00	
T-48-56-850-000-872	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-00050 Invoice 5198 1001 First Ave.			1,036.50	0.00	
Extd Total:				1,368.75		
Department Total:				1,368.75		
CAFR Total:				1,368.75		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				1,368.75		
Year Total:				13,546.90		
Total Charged Lines: 478 Total List Amount: 2,713,494.60 Total Void Amount: 0.00						

Attachment: Bill List 2-14-24 (2024-110 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	268,693.98	0.00	0.00	268,693.98
TRANSPORTATION UTILITY: BUDGET:	3-06	18,820.90	0.00	0.00	18,820.90
SEWER UTILITY: BUDGET:	3-07	302,262.67	0.00	0.00	302,262.67
Year Total:		589,777.55	0.00	0.00	589,777.55
CURRENT	4-01	926,025.44	0.00	0.00	926,025.44
BEACH	4-05	2,409.87	0.00	0.00	2,409.87
TRANSPORTATION UTILITY: BUDGET:	4-06	191.40	0.00	0.00	191.40
SEWER UTILITY: BUDGET:	4-07	19,698.20	0.00	0.00	19,698.20
Year Total:		948,324.91	0.00	0.00	948,324.91
GENERAL CAPITAL FUND BUDGET:	C-04	715,790.88	0.00	0.00	715,790.88
PARKING CAPITAL	C-09	312,634.74	0.00	0.00	312,634.74
Year Total:		1,028,425.62	0.00	0.00	1,028,425.62
GRANT FUND BUDGET:	G-02	133,419.62	0.00	0.00	133,419.62
ANIMAL CONTROL FUND BUDGET:	T-12	380.40	0.00	0.00	380.40
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	148.98	0.00	0.00	148.98
TRUST OTHER	T-20	25.00	0.00	0.00	25.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	11,623.77	0.00	0.00	11,623.77
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	1,368.75	0.00	0.00	1,368.75
Year Total:		13,546.90	0.00	0.00	13,546.90
Total Of All Funds:		2,713,494.60	0.00	0.00	2,713,494.60

Attachment: Bill List 2-14-24 (2024-110 : Payment of Bills)

February 14 , 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 2,713,494.60
CMRS-FP (24-00343)	\$ 2,500.00
WESTAF (24-00022)	\$ 700.00

Total:	<u><u>\$ 2,716,694.60</u></u>
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-92

Resolution authorizing a professional service contract with Hackensack Meridian Team Health for employment exams and physicals for 2023 and 2024. The average cost for basic pre-employment exam is approximately \$200 and Police & Fire physicals are approximately \$900 per person.



RESOLUTION NO. 2024-92

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO HACKENSACK MERIDIAN TEAM HEALTH P.C. FOR EMPLOYMENT EXAMS AND PHYSICALS

WHEREAS, the City has a need for professional service for employment exams and physicals for 2023 and 2024; and

WHEREAS, the City has obtained the attached quote from Hackensack Meridian Team Health P.C.; and

WHEREAS, the not-to-exceed cost for exams and physical services as outlined in the proposal shall not exceed \$1,200.00 per person; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(1) Professional Services; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 4-01-20-130-000-207. The maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager or Personnel Officer is hereby authorized to sign any contracts with the vendor; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related exams and physicals to Hackensack Meridian Team Health P.C. in a not-to-exceed amount of \$1,200.00 per person; and

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

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

NO. 2024-92 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



Hackensack Meridian
Works

City of Asbury Park

STATEMENT OF WORK



Hackensack Meridian
Team Health



Hackensack Meridian
Team Health



Hackensack Meridian
Works

Prepared: October 21, 2023
Effective January 1, 2024 - December 31, 2025
Updated: February 6, 2024
Prepared by: Shanna Polignone
Shanna.Polignone@hmln.org
732-443-6071

Prepared for: Asbury Park
% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

February 9, 2024

Thank you for partnering with HM Works. We look forward to a fruitful partnership creating a safe and healthy environment for your candidates and team members through Team Health Occupational Health clinics and the Hackensack Meridian Health Network.

Attached you will find a statement of work (SOW) according to the expressed needs of your organization and our solutions to fulfill those needs.

Your Account Specialist will arrange a time to review this statement of work with you to complete the requested information while learning the expectations and specific needs/requests of your organization.

The HMH legal team will send a final version to your designated representative through DocuSign, a fully executed copy will be sent to both parties and our team will begin set up our official partnership. Your Specialist will create a Partner Pack to present to your team and a meeting will be scheduled to present it and to get to know your team.

Should you have any changes in the future, please let me know and we will update the SOW to match.

Our team at HM Works welcomes you and looks forward to our Partnership.

Sincerely,

Shanna Polignone

DocuSigned by:
Shanna Polignone
988895FCC3C54C8...

Shanna Polignone, Account Specialist, HM Works
E: Shanna.Polignone@hmln.org
C: 732-443-6071

Attachment: HACKENSACK MERIDIAN SOW (2024-92 : Authorizing a Professional Services contract to Hackensack Meridian Team Health for



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HM Works Statement of Work

HM Works offers comprehensive work-related services through our Team Health facilities. This statement of work is based on our understanding of your expressed needs.
HM Works is not limited to these services and can customize services as needed. Before signing please ensure all information is correct, if changes are needed contact your account specialist.

Service	FEE	Additional Information:
Basic Pre-Employment Physical: (for all positions not named on this SOW)		
- Health History and Basic Physical* - Urine Substance Abuse Panel 35063N SAP 7 w/ OPI+MDMA2/TS + Buprenorphine - Amphetamines - Barbiturates - Benzodiazepines - Cocaine Metabolites - Methadone - MDA-Analogues - Opiates - Oxycodones - Phencyclidine - Buprenorphine	\$100.00 \$100.00	
THIS PANEL DOES NOT TEST FOR Marijuana Metabolites		
Total:	\$200.00	

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Hackensack Meridian
Team Health

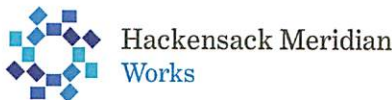
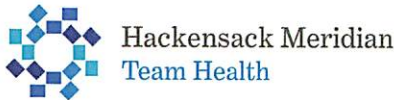


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% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
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P: 732-502-5196 Lillian.Nazzaro@cityofashburypark.com

Service	FEE	Additional Information:
<u>Pre-Employment DPW Physical</u>		
• Health History and Basic Physical*	\$100.00	
• Custom Occupational Evaluation with Objective Findings and custom job descriptions	\$300.00	
• Urine Substance Abuse Panel 35063N SAP 7 w/ OPI+MDMA2/TS + Buprenorphine	\$100.00	
• Amphetamines		
• Barbiturates		
• Benzodiazepines		
• Cocaine Metabolites		
• Methadone		
• MDA-Analogues		
• Opiates		
• Oxycodones		
• Phencyclidine		
• Buprenorphine		
THIS PANEL DOES NOT TEST FOR Marijuana Metabolites		
Total:	\$500.00	
Creation of Custom Occupational Evaluation with Objective Findings and custom job descriptions		
Cost:	\$300.00 per hour	*One-time fee for creation- average creation time- 4-6 hours, including on-site visits and test development. Contact your Specialist to schedule.



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Service	FEE	Additional Information:
<u>Police/ Pre-Academy Physical:</u>		
● Health History and Basic Physical*	\$100.00	
● Labs:		
○ Venipuncture	\$15.00	
○ Blood Sugar	\$20.00	
○ Lipid B Profile	\$78.00	
○ Comprehensive Metabolic Panel	\$34.00	
○ Complete Blood Count	\$35.00	
○ Uric Acid	\$20.00	
○ Urinalysis	\$25.00	
● Electrocardiogram	\$55.00	
● Stress Test	\$350.00	
● 2 view chest x-ray	\$95.00	
● Hepatitis B Antibody Titer	\$51.00	
Total:	\$878.00	

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Service	FEE	Additional Information:
<u>Crossing Guard Exam:</u>		
• Crossing Guard Clearance ○ Occupational Physical ○ Titmus Vision Screening ○ Far distance ○ Near distance ○ Color ○ Depth ○ Peripheral • Audiogram	\$250.00	
• Urine Substance Abuse Panel 35063N SAP 7 w/ OPI+MDMA2/TS + Buprenorphine • Amphetamines • Barbiturates • Benzodiazepines • Cocaine Metabolites • Methadone • MDA-Analogues • Opiates • Oxycodones • Phencyclidine • Buprenorphine	\$100.00	
Total Physical + Drug Screen:		\$350.00

THIS PANEL DOES NOT TEST FOR Marijuana Metabolites



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Service	FEE	Additional Information:
<u>HMHN FireFighter Medical Certification Exam:</u> • Firefighter-focused physical exam* with sleep apnea screen, cardiovascular risk stratification, body composition & candidate or required document completion. • Review of OSHA Respirator Questionnaire* • Titmus Vision Screening ○ Far distance ○ Near distance ○ Color ○ Depth ○ Peripheral • Blood Analysis: ○ Complete Metabolic Panel ○ Complete Blood Count ○ Lipid Panel ○ Venipuncture • Urinalysis • Audiogram • Pulmonary Function Test (Spirometry) • Two View Chest X-Ray • Electrocardiogram Special Bundle Rate for Municipalities:	\$675.00	This exam is in accordance with updated NFPA 1582 standards. These standards apply uniformly to both volunteer & career firefighters and include all the required components for baseline surveillance for new members. Components are subject to change as NFPA 1582 standards are revised



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Service	FEE	Additional Information:
Hepatitis B Vaccination	\$90.00 per injection +\$30.00 vaccination administration fee per appointment	3 injections per series. After the series, our team will draw a titer (\$51.00+ \$15.00 venipuncture) to confirm immunity. If the patient does not show immunity, the series will be repeated. If the patient does not show immunity after the 2nd series, the patient will be deemed "non-responder" for Hepatitis B immunity.
OSHA Respirator Questionnaire Review*	\$25.00	The questionnaire may also be accessed through an online form at no additional charge. If you would like to have this service set up, notify your account manager.



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Service	FEE	Additional Information:
*Additional testing if medically indicated by the examining provider. May consist of one, multiple, or all of the following: ● Focused Physical (respirator physical) 100.00 ● Pulmonary Function Test \$95.00 ● Electrocardiogram \$55.00 ● 2 View Chest X-Ray \$95.00 ● 2 View Chest X-Ray with B-Read \$245.00 ● Stress Test \$350.00 ● Provider-Patient Phone Interview: \$25.00 ● Audiogram \$75.00 ● Lab Work: ○ Complete Metabolic Panel \$34.00 ○ Complete Blood Count \$35.00 ○ Lipid Panel \$78.00 ○ HgbA1c \$32.00 ○ Urinalysis \$25.00 ○ Urine Dip \$10.00 ● Venipuncture \$15.00		
Department of Transportation Exam* (DOT/CDL)	\$110.00	Option for on-site exams. Let us come to you. Ask your account specialist for more information.
Breath Alcohol Testing/Confirmation	\$25.00/\$35.00	



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Service	FEE	Additional Information:
DOT-Regulated Urine Substance Abuse Panel • Amphetamines • MDA- Analogues • Cocaine Metabolites • Opiates • 6-Acetylmorphine • Opiates (semi-synthetic) • Oxycodones • Phencyclidine • Marijuana Metabolites	\$100.00	

HM Team Health will send notification of clear/not clear for work only.

No additional records or information will be shared unless the employee completes a medical records release form directing where and which documentation to send.

If you require additional medical information outside of clearance status, inform your Account Specialist.

Clearance can take up to 5 business days depending on the nature of the physical.
Substance Abuse Results normally take 3- 5 business days but can take up to two weeks.

Please Complete

N/A is acceptable for sections that do not apply.

Clearance sent to

Name/Title: Denise Callery / Personnel Officer
Email: Denise.Callery@cityofasburypark.com
Phone: 732-502-5196

Alternate Contact

Name/Title: Sarah Damon, HR/Payroll
Email: sarah.damon@cityofasbury.com
Phone: 732-502-5196

Attachment: HACKENSACK MERIDIAN SOW (2024-92 : Authorizing a Professional Services contract to Hackensack Meridian Team Health for



Hackensack Meridian
Team Health



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If your company requires additional information outside of clear/not clear

Please clearly list requested documentation:

Additional Medical Records Requested:

Any information other than clearance would require patient permission through an HMH medical records release form directing the exact information needed and who and how to direct the records to your company.

Notes, Requests, or Special Instructions for Team Health to follow:

Are there any company-specific forms that would need to be completed by our offices?

☐ Yes ☒ No

Please include copies of requested forms to your Account Specialist prior to presenting them to the clinic. Any forms sent directly to the clinics for completion that have not been submitted through your account specialist may not be processed.

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Your account specialist is:

Shanna Polignone
Shanna.Polignone@hmlhn.org
732-443-6071

For all account updates, questions, concerns, praise, or contact changes be sure to contact your account specialist directly.

The prices above are for services rendered at HMH TeamHealth/HM Works. The Client will be invoiced for services rendered. Should the Client require additional services not listed above the Client shall be billed at the Provider's usual and customary fees for additional services rendered. Any professional reading fees will be billed by the specialist who performs the reading, not the Provider. These rates cannot be discounted by the Client or any agent of the Client. Agents of the Client include, but are not limited to insurance companies, third-party administrators (TPAs), and managed care organizations (MCOs). This agreement is not intended to create any relationship between the parties other than that of independent entities, contracted solely for the purposes expressed in this agreement. The jurisdiction governing the parties shall be that of the State of New Jersey. This Agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings, written or oral agreements between the parties with respect to its subject matter.

The Parties hereto have executed this Statement of Work - Services and Fees, intending to be legally bound by it as of the date and year set forth below.

CLIENT: City of Asbury Park

DocuSigned by:

By:

Denise K Callery

2985A16F86CC434...

An Authorized Signatory

Print Name: Denise K Callery

Title: Personnel Officer

Date: 2/13/2024

Denise.Callery@cityofasburypark.com

HM TeamHealth, PC d/b/a HM Works

DocuSigned by:

By:

Sonya Ferreira

1A10F28347AE423

An Authorized Signatory

Print Name: Sonya Ferreira

Title: VP, Team Health

Date: 2/13/2024



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Team Health



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Company Information Sheet

Company Name: City of Asbury Park	
Company Address: 1 Municipal Plaza, Asbury Park, NJ 07712	
Phone:	732-502-5196
Fax/Email:	denise.callery@cityofasburypark.com
Main Contact (name, title, and contact information): Denise Callery, Personnel Officer	
Email Address:	denise.callery@cityofasburypark.com
Additional Contacts (names, title, contact information): Sarah Damon, HR/Payroll	
<u>Industry:</u> Municipal <u>How many employees:</u> 300.00 <u>How many locations:</u> 1.00 <u>Other locations:</u>	
Billing Information: Invoices to be sent by ____ Email or ____X____ Postal Mail (select one)	
Same as above: Yes	
Billing Address:	
Phone:	
Fax:	



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Billing Contact (name, title & contact info):	Denise Callery, Personnel Officer
Email Address:	denise.callery@cityofasburypark.com
Workers Compensation Insurance Information:	
Self Insured:	☐ Yes ☐ No
TPA Information:	
Insurance Company Name and Policy#:	
Phone:	
Fax:	
Company Workers Compensation Contact:	
Duty Status Sent To (name, title & contact information):	
Special Instructions related to Workers Compensation injury and illness treatment: Ex: substance abuse testing on initial appointment, light duty available.	
Company Information Sheet completed on behalf of Company by	
<u>Name:</u>	Denise Callery
<u>Date:</u>	02/13/2024
<u>Title:</u>	Personnel Officer



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Team Health



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Neptune 2441 Hwy 33 Neptune, NJ 07753 P#732-776-4251 F#732-776-4210 M-F 7:30 am -4:00 pm HMTeamHealthNeptune@HMHN.org	<u>HM Works Team Health</u> <u>Locations</u> All locations share electronic medical records. You may use any of the locations listed for employee care. Be sure to call the clinic of your choice directly to schedule.	Maywood 87 Route 17 North Maywood, NJ 07607 P# 551-996-8686 F#551-996-2632 M-F 7:30 am - 4:00 pm HMTeamHealthMaywood@HMHN.org
Toms River 1430 Hooper Ave - 2nd Floor Toms River, NJ 08753 P#732-557-0700 F#732-557-9159 M-F 8:00 am - 4:30 pm HMTeamHealthTomsRiver@HMHN.org	Iselin 742 Route 1 North Iselin, NJ 08830 P#732-362-3871 F#732-362-3873 M-F 8:00 am - 4:30 pm HMTeamHealthIselin@HMHN.org	Holmdel 100 Commons Way Suite 160 Holmdel NJ 07733 P#732-450-2930 F#732-450-2931 M-F 7:30 am -4:00 pm HMTeamHealthHolmdel@HMHN.org

Certificate Of Completion

Envelope Id: EEC4E8A4BC3342FBAEDF23F719AE8B96

Status: Completed

Subject: City of Asbury Park HM Works Statement of Work 2024

Source Envelope:

Document Pages: 15

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Shanna Polignone

AutoNav: Enabled

499 Thornall Street

Envelopeld Stamping: Enabled

Edison, NJ 08837

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

shanna.polignone@hmn.org

IP Address: 165.225.39.114

Record Tracking

Status: Original

Holder: Shanna Polignone

Location: DocuSign

2/13/2024 9:51:18 AM

shanna.polignone@hmn.org

Signer Events

Shanna Polignone

shanna.polignone@hmn.org

Acct Exec Ext OH Exist Clients • Corp Occupational

Health

HMH Team Health

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

SignatureDocuSigned by:
Shanna Polignone
988895FCC3C54C8...Signature Adoption: Pre-selected Style
Using IP Address: 205.172.195.10**Timestamp**

Sent: 2/13/2024 10:00:01 AM

Viewed: 2/13/2024 10:01:45 AM

Signed: 2/13/2024 10:01:56 AM

Denise K Callery

Denise.Callery@cityofasburypark.com

Personnel Officer

City of Asbury Park

Security Level: Email, Account Authentication
(None)DocuSigned by:
Denise K Callery
2985A16F86CC434...Signature Adoption: Pre-selected Style
Using IP Address: 69.115.138.172

Sent: 2/13/2024 10:01:57 AM

Resent: 2/13/2024 1:09:43 PM

Viewed: 2/13/2024 1:12:55 PM

Signed: 2/13/2024 1:16:09 PM

Electronic Record and Signature Disclosure:

Accepted: 2/13/2024 1:12:55 PM

ID: e5452ba5-3ab7-41bd-9afe-7f0f338e48bd

Sonya Ferreira

sonya.ferreira@hmn.org

VP, Team Health

HMH

Security Level: Email, Account Authentication
(None)DocuSigned by:
Sonya Ferreira
1A1DF28347AF423...Signature Adoption: Pre-selected Style
Using IP Address: 73.197.27.127
Signed using mobile

Sent: 2/13/2024 1:16:10 PM

Viewed: 2/13/2024 2:01:21 PM

Signed: 2/13/2024 2:01:33 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Michele Quinnrowland michele.quinnrowland@hmhn.org Account Coordinator Occ Hlth • Corp Occupational Health HMH Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/13/2024 2:01:34 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/13/2024 10:00:01 AM
Envelope Updated	Security Checked	2/13/2024 1:09:42 PM
Envelope Updated	Security Checked	2/13/2024 1:09:43 PM
Certified Delivered	Security Checked	2/13/2024 2:01:21 PM
Signing Complete	Security Checked	2/13/2024 2:01:33 PM
Completed	Security Checked	2/13/2024 2:01:34 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Hackensack Meridan Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Hackensack Meridan Health:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Faith.jagunla@hmhn.org

To advise Hackensack Meridan Health of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Faith.jagunla@hmhn.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Hackensack Meridan Health

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Faith.jagunla@Hmhn.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Hackensack Meridan Health

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Faieth.jagunla@hmn.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Hackensack Meridan Health as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Hackensack Meridan Health during the course of your relationship with Hackensack Meridan Health.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-111

Resolution authorizing the purchase of rock salt as needed for the 2024 winter season from Morton Salt, Inc. covered under the Monmouth County Co-Op utilizing Storm Recovery Trust Funds in an amount not-to-exceed \$12,000.



RESOLUTION NO. 2024-111

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

**RESOLUTION AUTHORIZING THE PURCHASE OF ROCK SALT AS NEEDED FOR
THE 2024 WINTER SEASON**

WHEREAS, the City of Asbury Park ("City") has a need to purchase rock salt as needed for the 2024 winter season; and

WHEREAS, the City has obtained the attached quote from Morton Salt, Inc. for rock salt in the amount of \$75.98 per ton from the Monmouth County Cooperative Contract #F-65-2023; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of rock salt as needed in an amount not-to-exceed \$12,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts T-20-56-850-932-301. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of rock salt as needed for the 2024 winter season in an amount not-to-exceed \$12,000.00 and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-111 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

MORTSAL

Robert Bianchini

From: Jean Szatkowski <jszatkowski@detroitsalt.com>
Sent: Monday, January 22, 2024 6:29 PM
To: Robert Bianchini
Subject: [EXTERNAL] Re: [EXTERNAL] RE: email

V-060300

Yes it does!

Get [Outlook for iOS](#)

From: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Sent: Monday, January 22, 2024 5:38:03 PM
To: Jean Szatkowski <jszatkowski@detroitsalt.com>
Subject: Re: [EXTERNAL] RE: email

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Evening Jean
 Just one question is that price includes the delivery cost as well...

From: Jean Szatkowski <jszatkowski@detroitsalt.com>
Sent: Monday, January 22, 2024 4:05:27 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Subject: [EXTERNAL] RE: email

Good afternoon Robert,

Monmouth County Co-op F-65-2023

Your customer # is 3685291 for delivery to 9 Main Street. To order salt, please call 855-665-4540

Pricing Treated road salt is \$75.98/ton - Orders are placed in 25 ton increments and the delivery is usually between 20 and 25 tons.

Pricing untreated road salt is \$60.98/ton - Orders are placed in 25 ton increments and the delivery is usually between 20 and 25 tons.

Thank you,
 Jean

**MORTON SALT**

\$ 12,000
 Blanket

Jean Szatkowski
 Senior Bid Analyst
 Detroit Salt Company | Morton Salt, Inc.
 O: +1 313 488 1891
 E: jszatkowski@detroitsalt.com | jszatkowski@mortonsalt.com
 W: DetroitSalt.com | MortonSalt.com

CITY OF ASBURY PARK

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

3.D.3.a

REQUISITION

NO.

V-000300

S
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PUBLIC MAINTENANCE
9 MAIN STREET
ASBURY PARK, NJ 07712

V
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MORTON SALT, INC.
C/O CREDIT DEPARTMENT
444 WEST LAKE ST. SUITE 3000
CHICAGO, IL 60606

VENDOR #: MORSAL

ORDER DATE: 01/29/24
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
1.00	ROAD SALT BLANKET	4-01-26-290-000-205 STREETS & ROAD Snowstorm Expenses	12,000.0000	12,000.0
		TOTAL		12,000.0
		T-20-56-850-932-301		

Attachment: ROCK SALT - MORTON SALT (2024-111 : Purchase of Rock Salt Needed for the 2024 Winter Season)

REQUESTING DEPARTMENT

DATE



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-112

Resolution authorizing the purchase of ammunition for the Police Department from Eagle Point Gun off of State Contract #17-FLEET-00721 totaling \$13,020.06 from Police O&E funds.



RESOLUTION NO. 2024-112

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

RESOLUTION AUTHORIZING PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase ammunition for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$13,020.06:

- Eagle Point Gun Shop in the amount of \$13,020.06 on State Contract #17-FLEET-00721, T0106

WHEREAS, the City of Asbury Park is desirous of awarding a contract of ammunition purchase to the vendor listed above in an amount of \$13,020.06; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-01-25-240-000-221. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of ammunition for the Police Department in the amount of \$13,020.06 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-112 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

To: Daniel Kowsaluk <daniel.kowsaluk@cityofasburypark.com>

Subject: Fwd: [EXTERNAL] Ammunition Quotation 240201 Asbury Park PD NJ

Get Outlook for iOS

From: THOMAS J. MORRIS III <majortjmorrisiii@comcast.net>

Sent: Thursday, February 1, 2024 7:17 PM

To: Gregory Parisi <Gregory.Parisi@cityofasburypark.com>

Cc: Andrew Morris <eaglepointgunapm@comcast.net>; Candace Neavin <eaglepointguncmn@comcast.net>; Tim Archer <eaglepointguntra@comcast.net>; Brian Vare - Eagle Point Gun <eaglepointgunbrv@comcast.net>; Steve Cann <eaglepointgunsac@comcast.net>; Phil Cummings <eaglepointgunprc@comcast.net>; Mike Gess <mike.gess@eaglepointgun.com>; Eigen, Ira <Ira.Eigen@VistaOutdoor.com>; Trent Denison <trentden@juno.com>

Subject: [EXTERNAL] Ammunition Quotation 240201 Asbury Park PD NJ

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Sons
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net

01FEB24

Good evening Greg,

Pursuant to your attached Request, the following official written letterhead quotation is provided.

The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. There is no Federal Excise Tax on paper and cardboard targets.

The ammunition items quoted on are factory new by Federal Cartridge and PMC. The target item quoted on is factory new by Speedwell Target.

There is no minimum or maximum order BUT ammunition and targets must be ordered in full case/bundle lots and I have quoted by the case/bundle. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals.

The prices quoted include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New Jersey. Delivery times for factory drop ships of ammunition have been running 1-18 months ARO for most items and vary per item BUT things are getting better for many items.

Delivery times for factory drop ships of paper and cardboard targets have been running 3-45 days ARO for most items and also vary per item.

In stock items may also be picked up here at the same prices and I have indicated what is in stock as of this evening BUT my inventory changes on a daily basis.

These Federal Cartridge, PMC, and Speedwell Target prices are pursuant to New Jersey State Contract #17-FLEET-00721, Extension #17DPP00046, T # T0106, Line #s 3 (Federal Cartridge, 7 (PMC), and 36 (Speedwell Target) and went into effect on 15MAY23. I have attached a copy of the New Jersey State Contract award/Contract extension and Federal Cartridge and PMC ammunition price lists for your file. We have the current New Jersey State Contract for Federal Cartridge ammunition, Remington Arms ammunition and firearms, PMC ammunition, Speedwell Target paper and cardboard targets and target backers, MACE, EOTech sights, Benelli firearms, Heckler & Koch firearms, Walther firearms, and other items.

9mm 124gr. Standard Velocity HST Jacketed Hollow Point Federal Premium #P9HST1 @ \$321.02 per case of 1,000 rds. X 7,000 rds. (7 cases) = \$2,247.14. In Stock.

9mm 124gr; FMJ PMC #9G @ \$198.85 per case of 1,000 rds. X 20,000 rds. (20 cases) = \$3,977.00. In Stock.

9mm 100gr. No Lead Frangible RHT Federal Ballisticlean #BC9NT3 @ \$460.42 per case of 1,000 rds. X 4,000 rds. (4 cases) = \$1,842.48. In Stock.

.223 cal. 55gr. FMJ BT PMC #223A @ \$310.40 per case of 1,000 rds. X 15,000 rds. (15 cases) = \$4,656.00. In Stock.

FBI-Q CB Cardboard Targets By Speedwell Target @ \$74.36 per bundle of 100 targets X 400 targets (4 bundles) = \$297.44. Out Of Stock.

If the above five items were purchased in the indicated quantities your total would be \$13,020.06.

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your

business!!

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, Aguila ammunition, Dummy Training Rounds, Winchester and Lake City and RWS/RUAG and FIOCCHI blank ammunition, Remington ammunition and firearms and firearms accessories, S&W firearms, Benelli firearms, Walther firearms, Heckler & Koch firearms, Springfield Armory firearms, MACE, ALS/PACEM Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, Holosun optics, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free/CLP, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

As always,
Tom

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Sons
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net

Thank you.

Respectfully,
PO Gregory Parisi #246
Supervising Firearms Instructor
Asbury Park Police Department

Attachment: EAGLE POINT GUN AMMUNITION QUOTE 2024 (2024-112 : Purchase of Ammunition for the Police Department)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-113

Resolution approving change order #2 for Memorial Drive Sanitary Sewer Improvements in the amount of \$22,918.03 and represents a 4.06% increase. This is due to an increase in the Police Departments hourly rates between the time the project was bid and the start of construction.



RESOLUTION NO. 2024-113

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

RESOLUTION APPROVING CHANGE ORDER #2 FOR MEMORIAL DRIVE SANITARY SEWER IMPROVEMENTS

WHEREAS, the Mayor and Council of the City of Asbury Park awarded a contract to S. Brothers on October 26, 2022 for Memorial Drive Sanitary Sewer Improvements Project via Resolution #2022-436; and

WHEREAS, the original contract amount approved by the City was in the sum of five hundred sixty-four thousand eighty-five dollars and eight cents (\$564,085.80); and

WHEREAS, the City had approved via Resolution 2023-305 Change Order #1 and had no change to the contract amount of \$564,085.80; and

WHEREAS, the City Engineer is requesting Change Order #2 in the amount of \$22,918.03 and represents a 4.06% increase to the original contract sum with a new contract amount of five hundred eighty-seven thousand three dollars and eight-three cents (\$587,003.83); and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 2-07-55-502-000-234 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 Council of the City of Asbury Park, County of Monmouth and State of New Jersey that Change Order 2 shall not exceed twenty-two thousand nine hundred eighteen dollars and three cents (\$22,918.03).

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-113 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-G2301

February 5, 2024

Via Email

Ms. Lillian L. Nazzaro, Esq., City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Memorial Drive Sanitary Sewer Improvements
S. Brothers, Inc.
Change Order Number 2**

Dear Ms. Nazzaro:

Attached please find enclosed, Change Order #2 for the Memorial Drive Sanitary Sewer Improvements Project. This Change Order is due to the requirement of the Monmouth County Road Department Inspector to remove and dispose of unsuitable soils during the excavation and installation of the new Sanitary Sewer Main on Memorial Drive, between Springwood Avenue and Bangs Avenue.

The county inspector required the City's contractor, S. Brothers, Inc. to backfill all excavations with imported dense graded aggregate (DGA) material. The export of unsuitable material and import of DGA results in an increased extra cost to the project of \$42,480.00. We have reviewed the contractor's supporting documentation and find the proposed cost to be fair and reasonable. As this condition was unforeseen, it is our recommendation that the contractor is entitled to this additional compensation.

Upon the substantial completion of work, all contract items that were unused or underused have been reduced in this change order in the amount of \$45,676.97, which more than fully offsets the cost of the import/export of unsuitable subgrade material.

In addition, between the date of award of the contract and the execution of the work, the Asbury Park Police Department renegotiated their contract with the City and increased the hourly rate of Police Traffic Directors from \$75.00/hr to \$115.00/hr. This left a budget shortfall in line item #3 - Police Traffic Directors of \$26,115.00.

Please find enclosed signed originals of Change Order Number 2 for processing at the next City Council meeting. This change order represents an increase to the original contract price in the amount of 4.06%.

The adjusted contract price for this project will be \$587,003.83. The net change in contract for Change Order Number 2 is \$22,918.03



ASPK-00784
February 5, 2024
Page 2 of 2

Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Memorial Drive Sanitary Sewer Improvements – S Brothers Change Order #2
City of Asbury Park, Monmouth County, New Jersey

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 PROJECT MANAGER

On Behalf of:

FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

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

G:\Projects\ASPK\00784\Correspondence\Nazzaro_JDH_Memorial Drive Sanitary Sewer Improvements - Change Order No 2.docx

Attachment: CHANGE ORDER 2 MEMORIAL DRIVE SANITARY SEWER IMPROV (2024-113 : Change Order #2 for Memorial Drive Sanitary

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00784

CHANGE ORDER NO. 2

DATE: February 5, 2024
PROJECT: Memorial Drive Sanitary Sewer Improvements
OWNER: City of Asbury Park
CONTRACTOR: S. Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

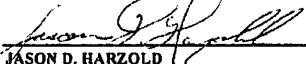
EXTRA:

Item No. 3 is increased to reflect actual dollar amount paid to Asbury Park PD @ \$115 per hour

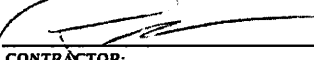
SUPPLEMENTARY:

S-2 Removal of unsuitable materials from excavation as per Monmouth County Road Inspector. Required removal and disposal of unsuitable wet excavation, import backfill in lifts with DGA as per the County Standards.

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
S. Brothers, Inc.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$45,676.97
B. TOTAL EXTRAS THIS C.O.	\$26,115.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$42,480.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$68,595.00	\$45,676.97
NET CHANGE THIS CHANGE ORDER	\$22,918.03	\$0.00
PREVIOUS CHANGE ORDERS	\$43,043.92	\$43,043.92
TOTAL CHANGE ORDERS TO DATE	\$111,638.92	\$88,720.89
NET CHANGE IN CONTRACT	\$22,918.03	\$0.00

ORIGINAL CONTRACT BID PRICE \$564,085.80

CHANGE ORDERS TO DATE 4.06% \$22,918.03

REVISED CONTRACT PRICE \$587,003.83

CHANGE ORDER NO. 2

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00784

PROJECT: Memorial Drive Sanitary Sewer Improvements

OWNER: City of Asbury Park

CONTRACTOR: S. Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
R E D U C T I O N	8	Concrete Subbase Removal & Disposal (If & Where)	240.00 CY	\$0.01	\$2.40
	15	Concrete Encasement (If & Where Directed)	12.00 CY	\$0.01	\$0.12
	20a.	Pavement Milling, 2" Thick	1358.90 SY	\$11.00	\$14,947.90
	20b.	HMA 9.5M64 Surface Course, 2" Thick	97.00 TONS	\$195.00	\$18,915.00
	21	Fuel Price Adjustment	1889.48 DOL	\$1.00	\$1,889.48
	22	Asphalt Price Adjustment	9915.07 DOL	\$1.00	\$9,915.07
	23	Reset Valve Box or Meter Pit	6.00 UNIT	\$1.00	\$6.00
	24	Temporary Traffic Stripes and Markings	1.00 LS	\$1.00	\$1.00

A. TOTAL REDUCTIONS

\$45,676.97

E X T R A	3	Police Traffic Directors (If & Where Directed)	348.20 HR	\$75.00	\$26,115.00

B. TOTAL EXTRA

\$26,115.00

S U P P L E M E N T A R Y	S-2	Removal of unsuitable materials from excavation as per Monmouth County Road Inspector. Required removal and disposal of unsuitable wet excavation, import backfill in lifts with DGA as per the County Standards.	1.00 LS	\$42,480.00	\$42,480.00

C. TOTAL SUPPLEMENTARY

\$42,480.00

Attachment: CHANGE ORDER 2 MEMORIAL DRIVE SANITARY SEWER IMPROV (2024-113 : Change Order #2 for Memorial Drive Sanitary



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-114

Resolution authorizing the renewal of various storage units with Life Storage in the amount of \$13,560 utilizing O&E funds.

Unit #110 - Police - \$2,364

Unit #112 - Police - \$2,292

Unit #230 - Recreation - \$2,880

Unit #242 - Planning - \$1,584

Unit #11133 - Admin - \$4,440



RESOLUTION NO. 2024-114

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

RESOLUTION AUTHORIZING THE RENEWAL OF VARIOUS STORAGE UNITS WITH LIFE STORAGE

WHEREAS, the City has a need to renew various storage units for the time period of April 1, 2024 through March 31, 2025; and

WHEREAS, storage contracts are exempt from public bidding as per N.J.S.A. 40A;11-5(1)(u) Exemptions; and

WHEREAS, the City has obtained the attached invoice from Life Storage in the amount of \$13,560.00; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for storage unit renewals to Life Storage in an amount of \$13,560.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following Current Fund accounts 4-01-25-240-000-218, 4-01-28-370-000-293, 4-01-21-179-000-206 and 4-01-20-100-000-214 and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey, authorize the renewal of storage units with Life Storage in the amount of \$13,560.00; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the Chief of Police, Director of Recreation, Director of Planning & Redevelopment, City Manager, CFO, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-114 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

INVOICE

City of Asbury Park Units
One Municipal Plaza
Asbury Park, NJ 07712

Forget about due dates and potential late charges by using Easy Pay each month your payment is automatically charged to your credit card on the date it's due. This option is FREE OF CHARGE! Just ask us for Easy Pay and we'll do the rest.

[illegible]

* If the unit is delinquent by more than 35 days (will vary by state) checks will not be accepted. The only method of payment accepted is card, cash, money order, or certified funds. Business accounts will still be allowed to pay by check.

Questions about your bill? Please call your Extra Space Storage Manager at the telephone number listed above.

Attachment: LIFE STORAGE (2024-114 : Authoring a contract with Life Storage for Various Storage Units)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-115

Resolution awarding a contract to Monmouth Telecom for telephone and internet services from 3/1/24 through 3/1/27. Current monthly billing is approximately \$3,600.00 per month.



RESOLUTION NO. 2024-115

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

RESOLUTION AWARDING A CONTRACT TO MONMOUTH TELECOM FOR TELEPHONE AND INTERNET SERVICE

WHEREAS, the City's current telecommunications vendor is Monmouth Telecom; and

WHEREAS, the current contract expires on February 29, 2024; and

WHEREAS, the City staff is recommending that Monmouth Telecom be awarded a new three-year contract with effective dates March 1, 2024 to March 1, 2027; and

WHEREAS, this service is exempt from public bidding as per the New Jersey Local Public Contracts Law under Section 40A:11-5(f) Exemptions; and

WHEREAS, the CFO has certified the availability of funds under account 4-01-31-440-000-299 in an amount not-to-exceed \$3,700.00 per month. The maximum dollar value of the pending contract is as set forth in the resolution; and

WHEREAS, the City of Asbury Park hereby awards a telecommunications contract to Monmouth Telecom; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City hereby awards a contract to Monmouth Telecom for a three-year period from March 1, 2024 to March 1, 2027.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-115 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



Full Service Telephony & Internet

Monmouth Telecom Hosted VOIP PBX Service Package Agreement

Customer Name: City of Asbury Park	
Install Address: 1 Municipal Plaza Asbury Park, NJ 07712	
Equipment Required:	One-Time Charges
IP Phone Model:	Quantity: EXISTING
Additional:	Quantity:
Additional:	Quantity:
Total Equipment Charge(s):	\$
One-Time Configuration Charge:	\$
Customer acknowledges any equipment that is not approved by Monmouth Telecom will incur additional costs in terms of labor and possible equipment for implementation.	Total One-Time Charges: WAIVED

Hosted VOIP Services:

☒ On-Net	# of Extensions: 121	Rate Per Extension: \$6	NOTES: Renewal with Rate Changes. Term from 3/1/24 – 3/1/27
☒ Off-Net*	# of Extensions: 2	Rate per Extension: \$18	
☒ Auxiliary	# of Extensions: 18	Rate per Extension: \$6	
☒ Internet Fax	# of Extensions: 17	Rate per Extension: \$6	
☒ Virtual	# of Extensions: 5	Rate per Extension: \$4	
☒ Mobile App	# of Extensions: 3	Rate per Extension: \$2	
☒ Paging	# of Extensions: 1	Rate per Extension: \$4	
* Physical Location Address for E911 Form is required to be completed.			
Local Calling Rate:	\$0.010	Per Minute	
Domestic Long Distance Rate:	\$0.019	Per Minute	
Domestic Inbound 800 Rate	\$0.027	Per Minute	
Length of Contract: 3 Years		Total Monthly Charges \$1,002.00	

(Excluding minutes, taxes, surcharges, access or local loop charges, inbound 800, international long distance minutes or directory assistance)

Customer must initial one option from each section:

Installation	Customer Acknowledgement: (initial)
Customer self installation of HPBX equipment	N/A
*Monmouth Telecom to install the HPBX equipment	
Configuration	Customer Acknowledgement: (initial)
Customer will self configure the HPBX equipment.	N/A
*Monmouth Telecom will configure the HPBX equipment (exclusions in notes box)	
Wiring	Customer Acknowledgement: (initial)
Customer handles all wiring for HPBX equipment	N/A
*Monmouth Telecom will handle the wiring for the HPBX equipment	

*INCURS ADDITIONAL CHARGES FOR LABOR, DISPATCH, AND MATERIALS. A no charge limited duration site survey will be required prior to work commencement.

- 100% DEPOSIT FOR EQUIPMENT REQUIRED BEFORE EQUIPMENT IS ORDERED.
- Monmouth Telecom's HOSTED VOIP PBX SERVICE over a 3rd party internet connection has no guaranteed packet delivery. Voice quality is not consistently assured.
- Monmouth Telecom's supplied Bogen device should be compatible with the customer's existing power amplifier for overhead paging. If the Customer's power amplifier is not compatible, the Customer will be responsible for purchasing additional equipment and labor for interfacing with our Bogen device.
- Customer has the obligation to carefully select the number and model of the telephones that they order. After the ordered phones are delivered and installed, they cannot be returned for a credit.
- Customer must provide installation areas for equipment that does not exceed 85F temperature.
- Additional wiring and labor may be required due to the installation location(s) of equipment.
- If the customer has opted in this contract to install and configure their own phones and / or switches and the customer needs the assistance of Monmouth Telecom to help with the installation or configuration, then the customer agrees to pay the prevailing hourly rate for such help. Dispatch Fees would also apply if a dispatch is required.
- Customer authorizes Monmouth Telecom to add any additional extensions or equipment that the customer agrees are necessary during the initial setup of the service and is responsible for any associated charges
- In the event customer has a need for an uncumstomary large amount of Blinking Light Feature Buttons, additional bandwidth may be required which will incur additional costs.
- In the event customer is not ready for installation of their paging system at the time of the phone installation, extra dispatch and labor charges will apply.

OFF-SITE TRAINING BY TELEPHONE IS INCLUDED

DO YOU NEED ON-SITE TRAINING? [] YES TWO HOUR ON-SITE TRAINING IS \$200.00 WITH A T1 OR TLS, \$500 WITH EOF

Agreed and Accepted:

Authorized signature

Print Name & Title

Date

11/2/23

10 Drs. James Parker Blvd., Suite 110, Red Bank, NJ 07701
 Phone (732) 704-1000 * Fax (732) 704-1180
 Email: contracts@monmouth.com * http://www.monmouth.com

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Packet Pg. 137

Attachment: MONMOUTH TELECOM CONTRACT 2024-115 : Awarding a contract to Monmouth Telecom for telephone and internet



Full Service Telephony & Internet

HOSTED VOIP PBX SERVICE Service Agreement Terms & Conditions

This Service Agreement is between Monmouth Telecom and the Customer. Provided that the Customer is not in default of its obligations stated herein, Monmouth Telecom will provide the Customer with VoIP (Voice over Internet Protocol) hosted phone service based on the Terms and Conditions contained herein. These terms and conditions shall apply not only to this Agreement, but, to all prior and subsequent agreements entered into by the parties or by any successors, assigns, or related entities.

I Remote Access:

1. The customer will provide Monmouth Telecom with remote access to any Device, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device, that is used in material conjunction with the service.

II Theft of Service:

1. You agree to notify Monmouth Telecom immediately, in writing and by calling Monmouth Telecom's customer support line, if the Device, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device, used in conjunction with the Service, is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call and write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.
2. Additionally, you will be provided with a password, user ID, and/or PIN and telephone number. You are solely responsible for maintaining the confidentiality of your password and PIN, and, at all times, you will be solely responsible for all transactions and activities that occur as a result of use of such password and/or PIN, even if such transactions and/or activities were not authorized by you. You are solely liable for any transactions or activities by you or anyone else that occur on your Account. You shall immediately notify Monmouth Telecom, if any unauthorized use of your Account or any other breach of security has occurred. In no event shall Monmouth Telecom be liable for any unauthorized use of your Account.

III Support:

1. Customer Configuration Support is available Monday through Friday, 8:30a.m. to 5:30p.m. On-Site support is only available to customers who purchase such support under separate annual software maintenance and support agreements.

IV User Portal:

1. The User Portal site is provided "as is" and "as available", and Monmouth Telecom does not guarantee that the site will be accurate, complete, or free of computer viruses or other harmful components. Monmouth Telecom makes no warranties, express or implied, including but not limited to the implied warranties of merchantability and or fitness for a particular purpose. No advice or information, whether oral or written, obtained by you from Monmouth Telecom, its employees or through or from the services shall create any warranty not expressly stated in the Terms and Conditions of the contract.

V Products and or Devices from Third parties:

1. The customer's decision to acquire or use Third Party Products and or Devices (IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device) is the customer's sole responsibility, even if Monmouth Telecom helps the customer identify, evaluate or select them. For purposes of this contract, "Third Party Products and or Devices" shall mean any products manufactured by a party other than Monmouth Telecom, and may include, without limitation, products ordered by the customer pursuant to Monmouth Telecom's recommendations. Monmouth Telecom is not responsible for and will not be liable for, the quality or performance of such third party products and or devices.

VI Contract Origination and Setup

1. All Monmouth Telecom Services are subject to availability and credit approval. The 1st month of service charges plus any one-time setup fees and all customer purchased equipment must be paid by the Customer upon customer signing of this contract and submission to Monmouth Telecom for acceptance. Payment will be in a form of check or bank draft payable to Monmouth Telecom. This payment may be deposited by Monmouth Telecom upon receipt of the contract, regardless of acceptance. Once this contract is accepted and signed by Monmouth Telecom these payments are not refundable. If Monmouth Telecom does not accept this contract payment will be promptly refunded to the Customer.
2. Monmouth Telecom will commence regular monthly billing for Voice Services upon the earlier of either assigning telephone numbers as requested by the Customer or by porting the customer's telephone numbers to Monmouth Telecom.
3. It is the Customer's responsibility to provide a connection path from any Third Party vendor's internet access (other than a Monmouth Telecom T1 connection) to the equipment installed by Monmouth Telecom and to utilize the Hosted PBX Services once Monmouth Telecom has installed all equipment and is operational. The Customer understands that regular monthly billing by Monmouth Telecom for **Hosted PBX Service** charges will commence immediately after Monmouth Telecom has installed regardless of the status of the connection between the Customer and Monmouth Telecom.
4. Monmouth Telecom will commence regular monthly billing for Hosted PBX Service upon the earlier of either assigning telephone numbers, by porting the customer's telephone numbers to Monmouth Telecom or moving some or all of the customer's telephone numbers from another Monmouth Telecom service to the Hosted PBX Service.
5. Customers shall provide all necessary preparations required to comply with Monmouth Telecom installation, maintenance and operational specifications; and will be responsible for all the costs of relocation of services once installed by Monmouth Telecom and or its vendors; and will provide Monmouth Telecom and its communication services and equipment, reasonable access to the customer's premises to perform any acts required by this agreement.
6. Monmouth Telecom may schedule the port of the Customer's telephone numbers over to its system within 3 days after Monmouth Telecom's installation of the initial contracted Hosted VoIP PBX Service equipment. The date set by Monmouth Telecom shall be considered a firm date. If the customer wishes to postpone the port date past the specified time, the customer understands that it is still responsible for full monthly charges to Monmouth Telecom.
7. Monmouth Telecom will commence regular monthly billing in full for packaged services immediately after Monmouth Telecom deems customer's service viable. Monmouth Telecom will commence regular monthly billing for non-packaged services including transfer to the customer immediately after Monmouth Telecom deems customer's service viable. It is specifically understood that Customer's responsibility for this billing is not dependent upon its actual use of Monmouth Telecom's service and Customer may be responsible for billing from its prior telephone carrier as well as Monmouth Telecom until Customer cancels its service with a prior carrier. It is Customer's responsibility to terminate its service with its prior carrier in accordance with the terms of its contract and be responsible for any termination fees it incurs as a result.
8. There is a \$50.00 minimum billing charge per month.
9. Monmouth Telecom services are only to be used for lawful purposes. Any transmission or re-transmission of material in violation of any Federal or State laws and or regulations is expressly prohibited. This extends to include, but is not limited to: Any copyrighted materials, materials or communications prohibited by trade secret. As a customer of Monmouth Telecom and a user of our services your company agrees to indemnify and to hold harmless Monmouth Telecom from ANY and ALL claims resulting from the company's use of the service.
10. Should the customer fail to appear at any scheduled installation place and time or fail to provide sufficient access for installation, the customer shall incur a \$500.00 "no show" charge.
11. Customer agrees to activate all contracted Hosted PBX Services with Monmouth Telecom within 15 days of Monmouth Telecom's installation and activation of the Hosted PBX Service. If Customer fails to do so within 10 days of written request by Monmouth Telecom, Monmouth Telecom may at its sole discretion deem the Customer in default and terminate Monmouth Telecom's contractual obligation in which case Customer shall pay an additional cancellation fee of \$500.00 in addition to all other penalties for cancellation or default set forth in this contract.
12. This contract shall have an effective date of acceptance of the contract by Monmouth Telecom. For the purpose of determining the maturity date of this contract, however, it shall be deemed to have a start date of the later of when data or voice service commences or when the port of the customer's numbers takes place.
13. Customer authorizes Monmouth Telecom to do any additional wiring should it be necessary. The Customer understands that they will be billed for these services.

VII Terms and Conditions of Usage:

1. Monmouth Telecom exercises no control whatsoever over the content of any information passing through it.
2. Title and property rights, including all intellectual property rights to services, are and shall remain with Monmouth Telecom whether or not they are embedded in any programming, software and or hardware. The customer recognizes that Monmouth Telecom services and or products, programming and software used hereunder constitute valuable trade secrets of Monmouth Telecom. The customer will use its best efforts to protect and keep confidential any and all programming and software used by it and shall never make any attempts to copy, examine, in any way alter, re-engineer, tamper with, or otherwise misuse such services, programs, hardware etc.
3. All equipment for this service is generally provided by the Customer. However, if Monmouth Telecom does provide any equipment, such equipment shall remain the property of Monmouth Telecom and upon contract maturity or termination must be returned by the Customer to Monmouth Telecom in the same proper working condition that it was received less normal wear and tear. Customer will be responsible for the full retail price on any equipment which is not returned or is returned in a damaged condition.
4. If customer makes any configuration changes that result in Monmouth Telecom needing to either dispatch or provide remote support, customer is responsible for any applicable charges at the standard rates.
5. In the event a substantial amount of HPBX equipment is purposely unplugged, found to be unregistered, and/or customer initiates forwarding of main business phone number, all contract provisions of customer default may be enforced and customer's service is subject to disconnection at any time.

VIII Payments, Contract Renewal and Termination:

1. Notwithstanding any partial payment by the customer, title to goods shipped shall remain with Monmouth Telecom until the entire price has been paid; and if the customer defaults in the payment of any charges when due, Monmouth Telecom may remove and repossess any and all goods delivered, and may terminate access to any remotely hosted service and cause expiration of any software licenses delivered in conjunction with such services and or goods, in addition to any other legal remedies it may have.
2. Customer waives the right to process chargebacks on their credit card for Monmouth Telecom purchases.
3. The term shall be the period of time listed on the Service Agreement. Customer is responsible for the rates listed on the Service Agreement and all applicable local state and federal taxes, charges and assessments and other applicable charges.
4. Payment for services is made on a monthly basis. Payment is due on receipt with Customer's payment to be received by Monmouth Telecom not later than the earlier of the 20th day of the billing month or 15 days from the date of transmission of electronic notification that the invoice is available on Monmouth Telecom's web site. This date shall hereinafter be referred to as the "payment due date". If payment is not received by the "payment due date" then interest will be charged at the rate of one and one-half percent (1 ½%) per month. An act of default accelerates payments to be due at once, and any type of credit is no longer extended. If service is subject to interruption, the balance of customer's account will accrue interest at a rate of one and one-half percent (1 ½%) per month. In the event that Monmouth Telecom finds it necessary to send an account to an outside agency or to an attorney's office due to the delinquent status of the account, a fee of Thirty Percent (30%) will be added to the balance due. If Monmouth Telecom has to institute suit in a court of law to recover any monies due under this contract, the customer shall pay all fees and court costs in addition to the attorney's fee mentioned above. If the Customer raises any counterclaims to the collection action or files any separate actions or appeals that are later dismissed by the court, Customer shall pay in addition all legal fees incurred by Monmouth Telecom in defending the counterclaim, lawsuit, or appeal. Late payments will still accrue interest at one and one-half percent (1 ½%) per month of the unpaid balance until the account is paid in full. This policy will be strictly enforced.
5. In the event the Customer fails to pay its bill by the "payment due date", Monmouth Telecom may send the Customer an Interruption of Service Notice. If Customer still fails to pay its bill by the date specified in the Notice (normally 24 to 48 hours) Monmouth Telecom may interrupt service. If the Customer requests to be reactivated within 5 days after deactivation, all outstanding charges including a restoration fee of \$200.00 will be due in advance. Customers will pay all sales and use taxes, as well as all duties or levies on products and services.
6. All bills are presumed accurate and shall be binding on the customer unless written notice of the disputed charge(s) is received in writing 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). Written Notification can be sent via email to accounting@monmouth.com or faxed to 732-704-1180. The undisputed

- portions of the bill must be paid by the "payment due date" and a copy of the written dispute notification must accompany payment.
7. All Regulatory Fees that are charged on the monthly invoices represent a good faith estimate of what Monmouth Telecom believes must be forwarded to the respective government agencies in the future. All regulatory fees are presumed accurate and shall be binding on the customer unless written notice of the disputed fee(s) is received in writing 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). Written Notification can be sent via email to accounting@monmouth.com or faxed to 732-704-1180.
8. Monmouth Telecom will make a good faith effort to respond to all billing disputed within (30) days of receipt. Should Monmouth Telecom deny a dispute filed by the customer, the customer shall have ten (10) business days by which to pay the disputed amount(s). Should the disputed amounts in any two (2) consecutive months exceed twenty-five percent (25%) of invoiced charges, the customer shall be required in each succeeding month to pay by the "payment due date" the greater of all undisputed charges or seventy-five percent (75%) of the total charges invoiced in that month, pending the final resolution of the disputed amounts by Monmouth Telecom as set forth above.
9. For any instance in which a customer requires out of state (New Jersey) Direct Inward Dial Numbers (DIDs) the customer will be billed the current rate for each number. There is also a one-time activation charge of \$10.00 per number.
10. The customer is liable for all outbound calls made on its telephone system whether authorized, unauthorized, or fraudulent. It is the customer's responsibility to protect its telephone system from security violations and unauthorized use and the customer must pay for all calls made through its telephone system. The customer is encouraged to protect itself from potential abuses by utilizing Monmouth Telecom's available features of international call blocking and account codes, however, these services are offered by way of assistance only, and cannot provide 100% protection against fraud and security penetrations for which customer does remain responsible.
11. Upon default by the customer, Monmouth Telecom will reclaim hardware and or software it owns. In this case the customer will provide full and free access to the hardware and or software. Monmouth Telecom will retain all payments made hereunder, and recover charges and costs owed by the Monmouth Telecom customer.
12. During the contractual period, the number of lines cannot be decreased. There is no termination charge when a customer upgrades to a higher level of service.
13. While it is Monmouth Telecom's intention not to raise rates during the course of this contract, Monmouth Telecom does reserve the right to raise rates in the event of a material increase in its costs of providing service due to government regulation, regulatory fees, or increases from underlying carriers or software and hardware providers. In the event of such increase, Customer may cancel this contract without termination fees by giving Monmouth Telecom written notice within 30 days of receiving notice of the rate increase. In the event of such cancellation, if Customer fails to port all of its lines within 30 days of receipt of notice of rate increase then it must pay the increased rates on all lines and services until its port date and all services shall be permanently terminated 90 days from the date of receipt of the notice of rate increase regardless of whether customer has ported its numbers.
14. All contracts are non-cancelable until they reach maturity. The contract when it reaches maturity shall automatically renew for a period equal to the initial contract term and shall continue to renew automatically under the terms and conditions specified in this Contract. Upon renewal the Customer shall be liable for damages for default or early cancellation of the contract for the full length of the renewal term as set forth in Section VIII Paragraph 15 with the first year of the renewal contract being considered the first year of the contract term.
15. This contract may only be cancelled by the Customer giving a written cancellation notice at least 60 days before the contract maturity date. The only form of written cancellation notice that shall be effective is written notice on company letterhead, signed by an officer or principal of the company, and sent via certified mail, return receipt requested to Monmouth Telecom, 10 Drs. James Parker Blvd., Suite 110, Red Bank, NJ 07701 Attention: Accounting. Customer shall be liable for all charges during the 60 day period. Billing will cease on the last day of that corresponding month.
16. The parties agree that damages in the event of Customer default or early cancellation of the contract cannot be readily determined. This is because costs incurred by Monmouth Telecom, initial setup fees paid to others by Monmouth Telecom, and cancellation charges from Verizon and other service providers cannot be easily separated out and assigned to individual customer accounts. The parties therefore agree that the following liquidated damages are fair and reasonable under these circumstances:
 - A. In the event customer cancels or defaults upon a one-year contract then customer shall pay 100% of the fixed monthly charges (all charges excluding charges for minutes) for all months remaining on the contract.

- B. In the event the Customer cancels or defaults upon a renewal contract then the first year of the renewal shall be considered the first year of the contract for the purposes of calculating damages.
- C. In the event customer cancels or defaults upon a multi-year contract then customer shall pay 100% of the fixed monthly charges for all months remaining on the contract.
- D. In return for this liquidated damage payment, Monmouth Telecom is waiving its collection of profit on the minutes it was entitled to and which were calculated into the original costs of initiating service to the customer.
- E. The Customer is also responsible for 100% of any termination liability, payable to the third parties, resulting from contract termination.
- F. The parties agree that Monmouth Telecom incurs certain costs in initiating a contract regardless of whether services commence. The parties agree that in the event the customer cancels the contract before the commencement of service it shall pay to Monmouth Telecom liquidated damages in the amount of \$1000.00
17. In the event that Monmouth Telecom receives a port out request on behalf of the customer effective prior to the expiration of this contract or any renewal periods, the following events shall be deemed to take place:
- The port out request shall be considered an early termination of this contract and the customer shall be considered to be in default.
 - All provisions of Paragraph 16 of this Section VIII will apply.
 - Customer's service is subject to disconnection at any time.
18. In the event that Monmouth Telecom receives a port out request on behalf of a customer who has provided proper notice pursuant to Paragraph 15 of this Section VII, then the Customer shall be responsible for payment for a minimum period of 60 days after the effective date of the cancellation, however, the service is subject to disconnection at any time after the effective date of the cancellation.
19. In the event this Order is placed by an existing Customer then these Terms and Conditions shall replace those for any prior agreements and any addendums or modifications thereto, and the contract end date for all prior contract(s) shall be extended to the contract end date for this new agreement. This is so the Customer shall have only one end of service date with Monmouth Telecom across all of their locations, accounts, and services.
20. If the customer has more than one account or more than one service agreement with Monmouth Telecom, and fails to pay any one bill by "payment due date", or defaults on any service agreement, then all of the customer's accounts are deemed to be in default and all accounts are subject to the termination provisions and interruption of service provisions set forth in these Terms and Conditions.
21. An act of Customer default includes but is not limited to: failure to pay bill by the "payment due date", Monmouth Telecom's receipt of a request to port before the expiration of the contract term or renewal term, and any other violation of the Terms and Conditions of this agreement.
22. In the event of Customer's default Monmouth Telecom may at its election give written notice by mail, fax, or email of the default. Upon Customer's act of default all charges set forth as liquidated damages in Section VIII paragraph 16 shall immediately become due and payable. Monmouth Telecom may at its election suspend all service to customer after 24 hours of Customer's receipt of notice of default from Monmouth Telecom. A notice of suspension shall be considered a notice of default under this contract.
- IX High Risk Activities:**
1. The service is not designed, manufactured or intended for any use requiring fail-safe performance in which the failure of the service or device could lead to death, serious personal injury, severe physical or environmental damage ("High Risk Activities"). This includes the operation of aircraft or nuclear facilities. The customer agrees not to use or license the use of the service and or a device in connection with any High Risk Activities.
- X Disclaimer of Warranties; Limitations of Liability:**
1. Disclaimer of Warranties. Except as expressly set forth, MT provides the service "as is" and with all faults. Monmouth Telecom hereby disclaims all other warranties, express, implied or statutory, arising by law or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or use, title and non-infringement, with regard to the service. Without limiting the foregoing, Monmouth Telecom does not warrant that the service will be free of bugs, errors, viruses or other defects.
2. (Disclaimer of Certain Damages) In no event will Monmouth Telecom be liable for the cost of cover or for any incidental, indirect, special, statutory, punitive, consequential or similar damages or liabilities whatsoever including, but not limited to loss of data, information, revenue, profit or business arising out of or relating to the use or inability to use the service or otherwise under or in connection with this service, whether based on contract, tort (including negligence), strict liability or other theory even if Monmouth Telecom has been advised of the possibility of such damages.
3. Monmouth Telecom is not liable for damages associated with service, channels or equipment which it does not furnish; nor for damages to Customer's premises resulting from the performance of Services, including the installation of equipment or associated wiring. In no event shall Monmouth Telecom be liable to customer for any indirect, special, incidental, consequential or punitive damages of any kind, including lost profits, regardless of whether such damages were foreseeable, and regardless of the form of the action. The total liability of Monmouth Telecom shall not exceed the amounts paid by the customer to Monmouth Telecom for the service to which the Claim relates.
4. Physical Equipment and or Software products that are not provided by Monmouth Telecom are the responsibility of the customer, company or individual or both as the limits of the law allows for. Monmouth Telecom will not be responsible for the installation and or service on equipment and or software that was not provided by Monmouth Telecom. All customers are responsible for the use and compatibility of hardware and software not provided by Monmouth Telecom. In the event that the customer uses hardware and software that impairs the customer's use of Monmouth Telecom services, the customer shall nonetheless be liable for regular payments to Monmouth Telecom. Upon notice from Monmouth Telecom that the hardware and or software not provided by Monmouth Telecom is causing, or, in the sole opinion of Monmouth Telecom, is likely to cause hazard, interference or service obstruction, the customer shall eliminate the hazard, interference or service obstruction at once. Customers will, if necessary pay Monmouth Telecom to troubleshoot problems caused by such equipment and or software not provided by Monmouth Telecom. Monmouth Telecom will not be responsible if any changes in hardware, software or service cause equipment not provided by Monmouth Telecom to become obsolete, require modification or alteration, or in any other way affect the total performance of Monmouth Telecom on an end-to-end basis and protect the Monmouth Telecom backbone network and those networks attached to the Monmouth Telecom network. In the cases of customer owned hardware and or software connected to the Monmouth Telecom network the customer is totally responsible for any and all service to that equipment. Monmouth Telecom, at its option, can supply technical services in the form of consulting and or service to Monmouth Telecom customers at their request. Such services are billed out at rates set on the Monmouth Telecom pricing sheet and or at rates that are in effect at the time such services are requested. Monmouth Telecom has the right to refuse any such technical services at its sole option.
5. As a Monmouth Telecom customer you may not sell, assign or transfer your service order without the prior written consent of Monmouth Telecom. Monmouth Telecom may at anytime sell, assign or transfer this agreement with written notice. Monmouth Telecom will not be responsible for performance of its obligations hereunder when delayed or hindered by war, riots, embargoes, strikes or acts of its vendors and suppliers, concealed acts of workman (whether of Monmouth Telecom or others), or accidents. Monmouth Telecom will attempt to notify customers in the event of any of the foregoing occurrences. Should such occurrence continue on for more than 30 days, Monmouth Telecom or its customers may cancel service for the affected services and or products with no further liability.
6. The provision of Monmouth Telecom services and or products is subject to Monmouth Telecom continuing approval of customer credit-worthiness.
7. Any legal action arising out of failure, malfunction or defects in Monmouth Telecom services or goods shall be brought within a period of one year of the occurrence or is deemed waived.
8. Customer agrees to defend, indemnify, and hold harmless Monmouth Telecom and its employees, officers, directors, agents, parents, affiliates, vendors, and subsidiaries from any losses, damages, costs or expenses resulting from any and all claims and liabilities, including costs and expenses and reasonable attorney's fees, attributed to, arising out of or resulting from Monmouth Telecom's provision or Customer's use of the services. These indemnification obligations shall survive termination or expiration of the service term.
- XI Governing Law:**
1. This agreement shall be governed under the Laws of the State of New Jersey. The parties agree that any legal actions involving this contract shall be brought by way of arbitration proceedings and shall be venue within Monmouth County, New Jersey. The Arbitration shall be under the rules and regulation of the American Arbitration Association and the results of any such arbitration shall be binding and enforceable in any court of competent jurisdiction.
- XII Severability:**
1. If any provision of the contract and or agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision in the contract and or agreement but such other clauses or provisions shall remain in full force and effect and shall control.
- XIII General Terms**
1. No agent, employee, or representative of Monmouth Telecom has the authority to bind the parties to any representation or warranty unless such is specifically

- included in these terms and conditions, the Monmouth Telecom order form, or a written amendment thereto. All notices to parties of disputes arising under this Agreement shall be sent by certified mail to the parties addressed as shown on their most recent service order.
2. When you as a company and or individual sign a Monmouth Telecom contract, this constitutes acceptance of these Terms and Conditions. The parties hereto agree that this agreement constitutes and expresses the whole agreement of the parties. No alterations or variations of this agreement shall be valid unless made in writing, dated, and signed by both parties. The parties agree that this is the entire agreement and that it supersedes any and all verbal or written agreements that have been made previously.
 3. Customer hereby authorizes Monmouth Telecom to contact its pre-existing carrier(s) and inquire about information regarding the Customer Company named below.
 4. Customer understands it is responsible for any and all calls made through this service.
 5. Voice Service is provided through Monmouth Telephone & Telegraph Inc., a subsidiary of Monmouth Telecom, and is provided in accordance with the provisions of Monmouth Telephone & Telegraph's tariff filed with the New Jersey Board of Public Utilities.
 6. The Customer has read and understands the Terms and Conditions of this Agreement.
 7. If customer needs to relocate (move) service(s) to another location, installation fees will be determined on an individual case basis (ICB).
 8. Section Titles herein are for reference only and have no legal significance.
 9. The Customer acknowledges that Monmouth Telecom complies with applicable customer privacy requirements, including federal and state laws concerning the protection, use, and disclosure of customer proprietary network information ("CPNI").
 10. These Terms and Conditions hereby supersede all previous representations, understandings, or agreements and shall prevail not withstanding any variance with terms and conditions of ANY prior Hosted VoIP PBX Service agreements.
 11. These terms and conditions shall apply not only to this Agreement, but, to all prior and subsequent agreements entered into by the parties or by any successors, assigns, or related entities.
 12. Customer must sign "Notification of Complete Agreement" page in order for contract to be deemed valid.

The Customer has read and understands the Terms and Conditions of this Agreement.

These Terms and Conditions hereby supersede all previous representations, understandings, or agreements and shall prevail not withstanding any variance with terms and conditions of ANY prior Hosted VoIP PBX Service agreements. I certify that my salesperson has not made any additional requirements of Monmouth Telecom that are not explicitly written on this contract.

Accepted By: _____

Print name & Title

Signature

Date

CUSTOMER: _____

Print Company Name

Authorized Representative
Of Monmouth Telecom: _____

Print name & Title

Signature

Date



**Full Service
Telephony & Internet**

Notification of Complete Agreement

I certify that my salesperson has not made any additional requirements of Monmouth Telecom that are not explicitly written on this contract. I understand that I am responsible for monthly charges on my transport service as soon as it is installed regardless of whether other services (et. HPBX) are also installed yet at that time.

Accepted By: _____

Print name & Title

Signature

Date



**Full Service
Telephony & Internet**

Customer Contact Information

Business Name:		Account #
Install Address:		
City:	State:	Zip Code:
Billing Address:		
Billing Contact:		Phone:
Billing contact Email Address:		Fax:

Emergency Contact Information

Primary Contact:

Name:	Title:
Day Phone:	
Cell:	Email Address:

Secondary Contact:

Name:	Title:
Day Phone:	
Cell:	Email Address:

Technical Contact:

Name:	
Day Phone:	
Cell:	Email Address:

● **Company Name to be outpulsed** (can be no more than 15 characters including spaces)

List lines that require name to be outpulsed on. If more space is required, attach a separate piece of paper.

Number	Name

● **Telephone Number to be outpulsed on Fax and/or Direct Lines.**

(This must be a number that is being ported or is ported to Monmouth. Monmouth will automatically outpulse the Main number on the Main lines, fax number on the Fax lines and Direct number on the Direct lines by default.) If the customer wants other than the above, specify below:

Number to be outpulsed	Specify Line to be Outpulsed

Authorized signature

Print Name & Title

Date

**INTEGRATED VOICE & DATA BUNDLE
TRANSPARENT LAN SERVICE (TLS) Service Agreement**

Fax #:

Packet Pg. 144



Full Service
Telephony & Internet

Standard Service Agreement Terms and Conditions for Internet/Voice Bundle Transparent LAN Service (TLS) over Fiber

These terms and conditions shall apply not only to this Agreement, but, to all prior and subsequent agreements entered into by the parties or by any successors, assigns, or related entities.

I. CONTRACT ORIGINATION AND SET UP:

1. All Monmouth Telecom Services are subject to availability and credit approval. The 1st month of service charges plus any one-time setup fees must be paid by the Customer upon customer signing of this contract and submission to Monmouth Telecom for acceptance. This payment may be deposited by Monmouth Telecom upon receipt of the contract, regardless of acceptance. Once this contract is accepted and signed by Monmouth Telecom this payment is not refundable. If Monmouth Telecom does not accept this contract this payment will be promptly refunded to the Customer. Payment will be in a form of check or bank draft payable to Monmouth Telecom.
2. The Customer understands that it is Verizon's responsibility only to bring a circuit to a minimum point of entry (as defined by Verizon) and further understands that the customer is responsible for providing wiring from Verizon's minimum point of entry to the location of its telephone system (Demarc extension).
3. Customer agrees to meet Verizon's site readiness requirements by the scheduled install date and allow Verizon access to install the TLS circuit. Customer acknowledges that failure to do so may result in Verizon assessing penalties of up to \$3,640.00 per circuit. In the event that Verizon does not install the TLS for any reason outside the control of Monmouth Telecom, the Customer agrees to pay all charges from Verizon including, but not limited to: Verizon cancellation fees, failed installation charges, and penalty fees. The Customer will reimburse Monmouth Telecom for these fees within 15 days of being invoiced by Monmouth Telecom.
4. Should the Customer fail to appear at any scheduled installation place and time or fail to provide access the Customer shall be liable for "no show" charges.
5. The Customer must allow Monmouth Telecom access to its premises to install equipment within 2 business days from Verizon installation and acceptance by Monmouth Telecom of the TLS circuit from Verizon. It is the Customer's responsibility to connect to Monmouth Telecom's equipment and to utilize the services once Monmouth Telecom's equipment is installed and is operational. The Customer understands that regular monthly billing by Monmouth Telecom for the TLS Service will commence immediately after Monmouth Telecom's acceptance of the circuit from Verizon.
6. Monmouth Telecom customers shall provide all necessary preparations required to comply with Monmouth Telecom installation, maintenance and operational specifications; and will be responsible for all the costs of relocation of services once installed by Monmouth Telecom and or its vendors. Customer will provide Monmouth Telecom and its communication services and equipment reasonable access to the Customer's premises to perform any acts required by this agreement.
7. Monmouth Telecom will endeavor to schedule the port of the Customer's telephone numbers over to its system within 3 days after Verizon installation of the TLS. The port date set by Monmouth Telecom shall be fixed after consultation with the Customer and other Vendors and shall be a firm date. If the Customer fails to participate in the port for any reason on the scheduled date or if the Customer wishes to postpone the port date past the specified time, the Customer understands that it is still responsible for full monthly charges.
8. Monmouth Telecom will commence regular monthly billing in full for packaged services of the TLS Service to the customer immediately after Monmouth Telecom deems the Customer's circuit viable and accepts the circuit from Verizon. Monmouth Telecom will commence regular monthly billing for non-packaged services including transfer and internet to the customer immediately after Monmouth Telecom deems customer's circuit viable and accepts the circuit from Verizon. It is specifically understood that the Customer's responsibility for this billing is not dependent upon its actual use of Monmouth Telecom's service and Customer may be responsible for billing from its prior telephone carrier as well as Monmouth Telecom until the Customer cancels its service with a prior carrier. It is the Customer's responsibility to terminate its service with its prior carrier in accordance with the terms of its contract and be responsible for any termination fees it incurs as a result.
9. There is a \$50.00 minimum billing charge per month.
10. Voice service is provided under a tariff filed with the New Jersey Board of Public Utilities by Monmouth Telephone & Telegraph Corp., a subsidiary of Monmouth Telecom.
11. Monmouth Telecom services are only to be used for lawful purposes. Transmission or distribution of any material in violation of any applicable Federal or State laws and/or regulations is expressly prohibited. This extends to include, but is not limited to: Any copyrighted materials, materials or communications judged to be threatening or obscene, any material or communications prohibited by trade secret. As a customer of Monmouth Telecom and a user of our services, your company agrees to indemnify and to hold harmless Monmouth Telecom and Verizon from ANY and ALL claims resulting from the company's use of the service. Monmouth Telecom reserves the right to terminate service without notice should it receive complaints with respect to the Customer regarding:
 - A. Using the service as a platform for hack attempts, port scanning, denial of service attacks or gaining unauthorized access to systems or networks.
12. DNS Modifications and additions will be done for one domain at no charge as part of this agreement. Monmouth Internet Corporation d/b/a Monmouth Telecom will include domain registration or transfer for one domain. Each additional domain will be charged the normal \$50.00 one-time setup fee.
13. Customer agrees to activate all contracted services with Monmouth Telecom within 30 days of Verizon's activation of the circuit. If the Customer fails to do so within 10 days of written request by Monmouth Telecom, Monmouth Telecom may at its sole discretion deem the Customer in default and terminate Monmouth Telecom's contractual obligation in which case the Customer shall pay an additional cancellation fee of \$1,500.00 per circuit in addition to all other penalties for cancellation or default set forth in this contract.
14. This contract shall have an effective date of acceptance of the contract by Monmouth Telecom. For the purpose of determining the maturity date of this contract, however, it shall be deemed to have a start date of the later of when data or voice service commences or when the port of the customer's numbers takes place.

II. TERMS AND CONDITIONS OF USAGE:

1. Monmouth Telecom exercises no control whatsoever over the content of any information passing through it. Stated bandwidths apply only to the Customer to Monmouth Telecom router port attachment. No guarantee of end-to-end bandwidth on the Internet is made.
2. IP Space is readily available for a minimal charge in accordance with ARIN Guidelines (The American Registry for Internet Numbers). Customer guarantees use of 25% of requested IP space immediately and 50% of requested IP space within 6 months of assignment.
3. Monmouth Telecom reserves the right to change any unlimited plans to per-minute if the usage pattern is unusually high.
4. Title and property rights, including all intellectual property rights to services, are and shall remain with Monmouth Telecom whether or not they are embedded in any programming, software and/or hardware. The Customer recognizes that Monmouth Telecom's services, products, programming and software used hereunder constitute valuable trade secrets of Monmouth Telecom. The Customer will use its best efforts to protect and keep confidential any and all programming and software used by it and shall never make any attempts to copy, examine, in any way alter, re-engineer, tamper with, or otherwise misuse such services, programs, hardware, etc.

5. When the contract reaches maturity, all the hardware that Monmouth Telecom loaned the Customer must be returned by the customer to Monmouth Telecom in the same proper working condition that it was received, less normal wear and tear, unless the Customer renews their contract. If the Customer wishes to purchase the Hardware, it will be at the current retail price including Tax and all Handling Charges.

III. PAYMENT, CONTRACT RENEWAL AND TERMINATION:

1. The term shall be the period of time listed on the Service Agreement. Customer is responsible for the rates listed on the Service Agreement and all applicable local state and federal taxes, charges and assessments and other applicable charges.
2. Payment for services is made on a monthly basis. Payment is due on receipt with customer's payment to be received by Monmouth Telecom not later than the earlier of the 20th day of the billing month or 15 days from the date of transmission of electronic notification that the invoice is available on Monmouth Telecom's web site. This date shall hereinafter be referred to as the "payment due date". If payment is not received by the "payment due date" then interest will be charged at the rate of one and one-half percent (1 ½%) per month. An act of default accelerates payments to be due at once, and any type of credit is no longer extended. If service is subject to interruption, the balance of customer's account will accrue interest at a rate of one and one-half percent (1 ½%) per month. In the event that Monmouth Telecom finds it necessary to send an account to an outside agency or to an attorney's office due to the delinquent status of the account, a fee of Thirty Percent (30%) will be added to the balance due. If Monmouth Telecom has to institute suit in a court of law to recover any monies due under this contract, the Customer shall pay all fees and court costs in addition to the attorney's fee mentioned above. If the Customer raises any counterclaims to the collection action or files any separate actions or appeals that are later dismissed by the court, Customer shall pay in addition all legal fees incurred by Monmouth Telecom in defending the counterclaim, lawsuit, or appeal. Late payments will still accrue interest at one and one-half percent (1 ½%) per month of the unpaid balance until the account is paid in full. This policy will be strictly enforced.
3. In the event that the Customer fails to pay its bill by the "payment due date", Monmouth Telecom may send the Customer an Interruption of Service Notice. If Customer still fails to pay its bill by the date specified in the Notice (normally 24 to 48 hours) Monmouth Telecom may interrupt service. If the Customer requests to be reactivated within 5 days after deactivation, all outstanding charges including a restoration fee of \$500.00 will be due in advance. After the 5th day of Monmouth Telecom Service deactivation, the circuit portion of the service will be disconnected. Reactivation after the circuit has been disconnected could take up to 60 days and will require that the customer pays all overdue charges plus a restoration fee of \$2,000.00 in advance. The Customer will remain responsible for all charges, including all sales, use taxes, and duties or levies on products and services during the period of disconnection.
4. All bills are presumed accurate and shall be binding on the customer unless written notice of the disputed charge(s) is received in writing within 30 days, commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business. Written Notification can be sent via email to collections@monmouth.com or faxed to 732-704-1180. The undisputed portions of the bill must be paid by the "payment due date" and a copy of the written dispute notification must accompany payment.
5. All Regulatory Fees that are charged on the monthly invoices represent a good faith estimate of what Monmouth Telecom believes must be forwarded to the respective government agencies in the future. All regulatory fees are presumed accurate and shall be binding on the customer unless written notice of the disputed fee(s) is received in writing 90 days (commencing 5 days after such bills have

been mailed or otherwise rendered per the Company's normal course of business). Written Notification can be sent via email to accounting@monmouth.com or faxed to 732-704-1180.

6. Monmouth Telecom will make a good faith effort to respond to all billing disputes within 30 days of receipt. Should Monmouth Telecom deny a dispute filed by the customer, the customer shall have 10 business days by which to pay the disputed amount(s). Should the disputed amounts in any 2 consecutive months exceed 25% of invoiced charges, the customer shall be required in each succeeding month to pay by the "payment due date" the greater of all undisputed charges or 75% of the total charges invoiced in that month, pending the final resolution of the disputed amounts by Monmouth Telecom as set forth above.
7. The Customer is liable for all outbound calls made on its telephone system whether authorized, unauthorized, or fraudulent. It is the Customer's responsibility to protect its telephone system and/or PBX System from security violations and unauthorized use and the Customer must pay for all calls made through its telephone system. The Customer is encouraged to protect itself from potential abuses by utilizing Monmouth Telecom's available features of international call blocking and account codes; however, these services are offered by way of assistance only, and cannot provide 100% protection against fraud and security penetrations for which the Customer will remain responsible. The Customer's PBX or other telephone system provider may be able to provide additional assistance to secure the system.
8. Upon default by the Customer, Monmouth Telecom will reclaim hardware and/or software it owns. In this case the Customer will provide full and free access to the hardware and/or software. Monmouth Telecom will retain all payments made hereunder, and recover charges and costs owed by the Monmouth Telecom customer.
9. During the contractual year, the number of lines or bandwidth cannot be decreased. There is no termination charge when a customer upgrades to a higher level of service.
10. New Build: A "New Build" is a site to which service originates or terminates and to which Verizon must build or construct new facilities or equipment in order to provide service. New Build installation may require a Complete Site Survey, Municipal permits, Right-of-Way Pole licensing, Landlord Consent, Facility/Property Access, and other conditions which may be outside of Monmouth Telecom's or Verizon's control. Customer shall reimburse Monmouth Telecom for all reasonable direct costs incurred by Monmouth Telecom prior to Customer service installation including any Network extensions charges.
11. While it is Monmouth Telecom's intention not to raise rates during the course of this contract, Monmouth Telecom does reserve the right to raise rates in the event of a material increase in its costs of providing service due to government regulation, regulatory fees, or increases from underlying carriers or software and hardware providers. In the event of such increase, Customer may cancel this contract without termination fees by giving Monmouth Telecom written notice within 30 days of receiving notice of the rate increase. In the event of such cancellation, if Customer fails to port all of its lines within 30 days of receipt of notice of rate increase then it must pay the increased rates on all lines and services until its port date and all services shall be permanently terminated 90 days from the date of receipt of the notice of rate increase regardless of whether customer has ported its numbers.
12. All contracts are non-cancelable until they reach maturity.
13. The contract when it reaches maturity shall automatically renew for a period equal to the initial contract term and shall continue to renew automatically under the terms and conditions specified in this Contract. Upon renewal the Customer shall be liable for damages for default or early cancellation of the contract for the full

length of the renewal term as set forth in Section III Paragraph 15 with the first year of the renewal contract being considered the first year of the contract term.

14. This contract may only be cancelled by the Customer giving a written cancellation notice at least 60 days before the contract maturity date. The only form of cancellation notice that shall be effective is written notice on company letterhead, signed by an officer or principal of the company, and sent via certified mail, return receipt requested. Customer shall be liable for all charges during the 60 day period. Billing will cease on the last day of that corresponding month.
15. The parties agree that damages in the event of customer default or early cancellation of the contract cannot be readily determined. This is because costs incurred by Monmouth Telecom, initial setup fees paid to others by Monmouth Telecom, and cancellation charges from Verizon and other service providers cannot be easily separated out and assigned to individual customer accounts. The parties therefore agree that the following liquidated damages are fair and reasonable under these circumstances:
 - a. In the event the customer cancels or defaults upon a contract then the customer shall pay 100% of the fixed monthly charges (all charges excluding charges for minutes) for all months remaining on the contract.
 - b. In the event the Customer cancels or defaults upon a renewal contract then the first year of the renewal shall be considered the first year of the contract for the purposes of calculating damages.
 - c. Upon default or cancellation all monthly charges through the end of the contract term are accelerated and are due immediately.
 - d. In return for this liquidated damage payment, Monmouth Telecom is waiving its collection of profit on the minutes it was entitled to and which were calculated into the original costs of initiating service to the customer.
 - e. The Customer is also responsible for 100% of any termination liability, payable to the third parties, resulting from contract termination.
 - f. The parties agree that Monmouth Telecom incurs certain costs in initiating a contract regardless of whether services commence. The parties agree that in the event the Customer cancels the contract before the commencement of service it shall pay to Monmouth Telecom liquidated damages in the amount of \$5,000.00 per circuit plus the current price of all hardware unless it is returned to Monmouth Telecom within 10 days.
 - g. In the event the Customer cancels this Contract prior to actual Verizon Installation then instead of the damages set forth in Paragraphs A, B, and C, above, the Customer is responsible for 100% of any termination liability that Monmouth Telecom is responsible for to Verizon plus 20% as handling charges.
16. In the event that Monmouth Telecom receives a port out request on behalf of the customer effective prior to the expiration of this contract or any renewal periods, the following events shall be deemed to take place:
 - a. The port out request shall be considered an early termination of this contract and the customer shall be considered to be in default.
 - b. All provisions of Paragraph 15 of this Section III will apply.
 - c. Customer's circuit is subject to disconnection at any time.
17. In the event that Monmouth Telecom receives a port out request on behalf of a customer who has provided proper notice pursuant to Paragraph 14 of this Section III, then the Customer shall be responsible for payment for a minimum period of 30 days after the effective date of the cancellation, however, the circuit is subject to disconnection at any time after the effective date of the cancellation.

18. In the event this Order is placed by an existing Customer then these Terms and Conditions shall replace those for any prior agreements and any addendums or modifications thereto, and the contract end date for all prior contract(s) shall be extended to the contract end date for this new agreement. This is so the Customer shall have only one end of service date with Monmouth Telecom across all of their locations, accounts, and services.
19. If the Customer has more than one account or more than one service agreement with Monmouth Telecom, and fails to pay any one bill by the "payment due date", or defaults on any service agreement, then all of the Customer's accounts are deemed to be in default and all accounts are subject to the termination provisions and interruption of service provisions set forth in these Terms and Conditions.
20. An act of Customer default includes but is not limited to: failure to pay bill by the "payment due date", Monmouth Telecom's receipt of a request to port before the expiration of the contract term or renewal term, and any other violation of the Terms and Conditions of this agreement.
21. In the event of Customer default Monmouth Telecom may at its election give written notice by mail, fax, or email of the default. Upon Customer's act of default all charges set forth as liquidated damages in Section III paragraph 15 shall immediately become due and payable. Monmouth Telecom may at its election suspend all service to customer 24 hours after providing notice of default. A notice of suspension shall be considered a notice of default under this contract.

IV. LIMITATIONS OF LIABILITY:

1. Monmouth Telecom is not liable for damages associated with service, channels or equipment which it does not furnish; nor for damages to Customer's premises resulting from the performance of Services, including the installation of equipment or associated wiring. In no event shall Monmouth Telecom be liable to customer for any indirect, special, incidental, consequential or punitive damages of any kind, including lost profits, regardless of whether such damages were foreseeable, and regardless of the form of the action. The total liability of Monmouth Telecom shall not exceed the amounts paid by the customer to Monmouth Telecom for the service to which the Claim relates.
2. Any and all information obtained from Monmouth Telecom public and/or private data network services is at your own risk.
3. Physical Equipment and/or Software products that are not provided by Monmouth Telecom are the responsibility of the Customer as the limits of the law allows for. Monmouth Telecom will not be responsible for the installation and/or service on equipment and/or software that was not provided by Monmouth Telecom. The Customer is responsible for the use and compatibility of hardware and software not provided by Monmouth Telecom. In the event that the customer uses hardware and software that impairs the customer's use of Monmouth Telecom services, the customer shall nonetheless be liable for regular payments to Monmouth Telecom. Upon notice from Monmouth Telecom that the hardware and/or software not provided by Monmouth Telecom is causing, or, in the sole opinion of Monmouth Telecom, is likely to cause hazard, interference or service obstruction, the customer shall eliminate the hazard, interference or service obstruction at once. The Customer will, if necessary, pay Monmouth Telecom to troubleshoot problems caused by such equipment and/or software not provided by Monmouth Telecom. Monmouth Telecom will not be responsible if any changes in hardware, software or service cause equipment not provided by Monmouth Telecom to become obsolete, require modification or alteration, or in any other way affect the total performance of Monmouth Telecom on an end-to-end basis and protect the Monmouth Telecom backbone network and those networks attached to the Monmouth Telecom network. In the case of customer-owned hardware and/or software connected to the Monmouth Telecom network the Customer is totally responsible for any and all service to that equipment. Monmouth Telecom, at its option, can supply technical services in the

form of consulting and/or service to Monmouth Telecom customers at their request. Such services are billed out at rates set on the Monmouth Telecom pricing sheet and/or at rates that are in effect at the time such services are requested. Monmouth Telecom has the right to refuse any such technical services at its sole option.

4. As a Monmouth Telecom customer you may not sell, assign or transfer your service order without the prior written consent of Monmouth Telecom. Monmouth Telecom may at anytime sell, assign or transfer this agreement with written notice. Monmouth Telecom will not be responsible for performance of its obligations hereunder when delayed or hindered by war, riots, embargoes, strikes or acts of its vendors and suppliers, concealed acts of workmen (whether of Monmouth Telecom or others), or accidents. Monmouth Telecom will attempt to notify customers in the event of any of the foregoing occurrences. Should such occurrence continue on for more than 30 days, Monmouth Telecom or its customers may cancel service for the affected services and/or products with no further liability.
5. The provision of Monmouth Telecom services and/or products is subject to Monmouth Telecom continuing approval of customer credit-worthiness.
6. Any legal action arising out of failure, malfunction or defects in Monmouth Telecom services or goods shall be brought within a period of one year of the occurrence or is deemed waived.
7. Customer agrees to defend, indemnify, and hold harmless Monmouth Telecom and its employees, officers, directors, agents, parents, affiliates, vendors, and subsidiaries from any losses, damages, costs or expenses resulting from any and all claims and liabilities, including costs and expenses and reasonable attorney's fees, attributed to, arising out of or resulting from Monmouth Telecom's provision or Customer's use of the services. These indemnification obligations shall survive termination or expiration of the service term.

V. GENERAL TERMS:

1. No agent, employee, or representative of Monmouth Telecom has the authority to bind the parties to any representation or warranty unless such is specifically included in these terms and conditions, the Monmouth Telecom order form, or a written amendment thereto. All notices to parties of disputes arising under this Agreement shall be sent by certified mail to the parties addressed as shown on their most recent service order.
2. When you as a company and/or an individual sign the Monmouth Telecom services, this constitutes acceptance of these Terms and Conditions. The parties hereto agree

that this agreement constitutes and expresses the whole agreement of the parties. No alterations or variations of this agreement shall be valid unless made in writing, dated, and signed by both parties. The parties agree that this is the entire agreement and that it supersedes any and all verbal or written agreements that have been made previously.

3. This agreement shall be governed under the Laws of the State of New Jersey. The parties agree that any legal actions involving this contract shall be brought by way of arbitration proceedings and shall be venued within Monmouth County, New Jersey. The Arbitration shall be under the rules and regulations of the American Arbitration Association and the results of any such arbitration shall be binding and enforceable in any court of competent jurisdiction.
4. Customer hereby authorizes Monmouth Telecom to contact its pre-existing carrier(s) and inquire about information regarding the Customer Company named below.
5. Voice Service is provided through Monmouth Telephone & Telegraph Inc., a subsidiary of Monmouth Telecom, and is provided in accordance with the provisions of Monmouth Telephone & Telegraph's tariff filed with the New Jersey Board of Public Utilities.
6. Customer understands it is responsible for any and all calls made through this service.
7. The Customer has read and understands the Terms and Conditions of this Agreement.
8. Section Titles herein are for reference only and have no legal significance.
9. The Customer acknowledges that Monmouth Telecom complies with applicable customer privacy requirements, including federal and state laws concerning the protection, use, and disclosure of customer proprietary network information ("CPNI")
10. These Terms and Conditions hereby supersede all previous representations, understandings, or agreements and shall prevail not withstanding any variance with terms and conditions of ANY and ALL orders submitted
11. This contract shall become a binding legal agreement upon execution by both parties.
12. These terms and conditions shall apply not only to this Agreement, but, to all prior and subsequent agreements entered into by the parties or by any successors, assigns, or related entities.
13. Customer must sign "Notification of Complete Agreement" page in order for contract to be deemed valid.

The Customer has read and understands the Terms and Conditions of this Agreement.

Accepted By: _____
 Print name & Title Signature Date

CUSTOMER: _____
 Print Company Name

Authorized Representative
 Of Monmouth Telecom: _____
 Print name & Title Signature Date



Full Service
Telephony & Internet

Notification of Complete Agreement

I certify that my salesperson has not made any additional requirements of Monmouth Telecom that are not explicitly written on this contract.

Accepted By: _____

Print name & Title

Signature

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-116

Resolution authorizing an award to Realty Data System for Real Property Data Collection and Verification Services in accordance with the Assessment Demonstration Program Structure from 1/1/24 thorough 12/31/28 for a total cost of \$164,736.



RESOLUTION NO. 2024-116

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

RESOLUTION AWARDING A CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

WHEREAS, the City of Asbury Park issued an RFQ for Real Property Data Collection and Verification Services in accordance with the Assessment Demonstration Program (P.L. 2013,c.15) due January 30, 2024 and one proposal was received; and

WHEREAS, it has been determined that Realty Data Systems LLC submitted the lowest responsive and responsible proposal in accordance with the RFQ; and

WHEREAS, it is the desire of the governing body to award a contract for Real Property Data Collection and Verification Services for the period of January 1, 2024 through December 31, 2028 in the total amount of one hundred sixty-four thousand seven hundred thirty-six dollars and zero cents (\$164,736.00); and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-20-150-000-209 and funds will be provided for in the future budget as needed. 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 Realty Data Systems LLC for Real Property Data Collection and Verification Services.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-116 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

Realty Data Systems LLC
 2 Majestic Avenue – Suite 2
 Lincroft, NJ 07738
 Tel: 732.276.1057
 Fax: 732.276.1056
www.rdsnj.com



Serving New Jersey Municipalities

January 20, 2024

City of Asbury Park
 Finance Department
 ATTN: Tracy Lizardi
 Director of Purchasing
 One Municipal Plaza
 Asbury Park, NJ 07712

Please find our bid package attached for the **Request for Proposals: Real Property Data Collection and Verification Services project**.

We appreciate the City's consideration of our proposal and welcome the opportunity to provide any additional information required.

Our Asbury Park Expertise

Our firm is well-qualified to perform the services being sought by Asbury Park as the leading provider of inspection and data collection services in Monmouth County. RDS has completed over **1 million** property inspection visits throughout New Jersey in support of municipal reassessments and revaluations.

We have also served as the inspection vendor for the city since 2014 and have received very positive feedback from residents and municipal officials.

We have an unmatched familiarity with the city's properties, maps and record cards, and are the most experienced annual inspection vendor.

Please see the Qualifications section contained in our package, which outlines our work on behalf of our municipal clients.

Our Remote Virtual (RV) Interior Inspection System

Additionally, our firm seeks to maximize interior inspection rates using our state-of-the art RV inspection system. The RV process was created by RDS and has been approved and incorporated into the statutory law of the State of New Jersey.

Our RV system allows residents who did not elect to have an interior inspection during a physical property visit to complete an inspection using their smart phones, and requires no app downloads, appointments or physical entries to their homes.

Further, our RV system is staffed for 40 hours each week with a dedicated office team of inspection professionals.

This innovative inspection system has been very well received by residents and municipal officials throughout New Jersey as an efficient, cost effective and safe method of collecting property data.

There is an item we wish to bring to the City's attention with respect to the RFP, as follows:

- (1) Section 3 of the Contract ("Conflict of Interest") is a legal requirement that vendors and their affiliates are prohibited from being engaged if any of their officers, stockholders, employees or other parties serve as Tax Assessors in Monmouth County or represent property owners in tax appeals in New Jersey.

Appraisal Systems, Inc. ("ASI") has an executive and full-time employee who serves as the Tax Assessor in Wall Township. In addition, ASI represents property owners in tax appeals – with both the Wall Assessor and the appeals business using a different company name – however both companies are owned by the same individual, have the same address and executives, and funds are exchanged between the two.

This prohibits ASI from being engaged pursuant to the terms of Asbury Park's RFP.

Thank you again for your consideration, and we look forward to continuing our work for the City if our firm is re-engaged.

I can be reached at any time if further information is required.

Sincerely,



Michael J. Panter, Esq.
Managing Member
Realty Data Systems LLC

Encl



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Angela Ahbez-Anderson, City Councilmember

JoAnn Boos, Acting City Manager

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
THE CITY OF ASBURY PARK
REAL PROPERTY DATA COLLECTION AND VERIFICATION
SERVICES IN ACCORDANCE WITH THE ASSESSMENT
DEMONSTRATION PROGRAM STRUCTURE
(P.L. 2013, c.15)**

ISSUE DATE: January 9, 2024

DUE DATE: January 30, 2024 11:00 AM

ISSUED BY:

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

**City of Asbury Park
Fair and Open Process
Request for Qualifications
Real Property Data Collections and Verification Services**

The City of Asbury Park is seeking statements of qualification for the annual performance of real property data collection and verification services to cover +/- 20% of all properties annually with all parcels located within the City completed over a five (5) year period between January 1, 2024 and December 31, 2028 (also referenced as the "Project") awarded as a five (5) year contract. All responses will be treated as confidential until read aloud.

Responses must be sent to:

Finance Department
ATTN: Tracy Lizardi
Director of Purchasing
One Municipal Plaza
Asbury Park, NJ 07712

All responses must be received by:

11:00 AM on:
Tuesday, January 30, 2024

All responses shall be opened and announced publicly, immediately thereafter by the Director of Purchasing or designated representative. Responses will then be reviewed by the governing body and appointments will be announced at a public meeting.

The selections of qualified respondents are not subject to public bidding or competitive contracting provisions of the Local Public Contracts Law, NJSA 40A:11-1 et. seq. The selection is, however, subject to the fair and open process authorized by the New Jersey Local Unit Pay-To-Play Law, NJSA 19:44A-20.4 et. seq. The City has structured a procurement process that seeks to obtain the desired results while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a submission. All insurance requirements of the State of NJ are to be met. The City has sole discretion in determining if respondents' insurance is acceptable. The City may request additional insurance coverage before award. Please include one original unbound hard copy, one copy of the proposal and a sample contract. All proposals must include a digital copy on a media (CD, DVD-RW, flash drive, etc.) of respondent's choice which will not be returned.

All Vendors who submit a Proposal must be able to demonstrate that they are capable of completing the project so that it may be implemented for the 2024 tax year, under the applicable time tables set forth in the Assessment Demonstration Program (P.L. 2013 Ch. 15) or such other applicable laws.

The Mayor and Council reserve the right to select qualified contractors in their sole discretion, which shall be exercised in accordance with their sole judgment as to the public interest. Those responding to the RFQ are required to comply with the provisions of NJSA 10:5-21 et seq. and NJAC 17:27-1 et seq. if applicable.

ATTENTION ALL VENDORS:

All Vendors must complete, execute and submit the "Documents Checklist" set forth below and include completed and executed versions of all of the enumerated forms/items set forth below in order for their Proposal to be considered complete. All forms/items must be typewritten or written in ink. **ALL SUBMISSIONS MUST INCLUDE ONE (1) ORIGINAL COPY, ONE (1) COPY AND ONE (1) DIGITAL COPY ON A MEDIA (CD, DVD-RW, FLASH DRIVE, ETC.)**

DOCUMENTS CHECKLIST (Check the box for each document that is enclosed)

		Vendor's Initials
1.	Proposal Form	JK
2.	Non-Collusion Affidavit	JK
3.	Stockholder Disclosure Certificate Statement of Ownership	JK
4.	Mandatory Affirmative Action Language	JK
5.	Americans with Disabilities Act of 1990 Language	JK
6.	New Jersey Anti-Discrimination	JK
7.	Acknowledgment of Receipt of Addenda	JK
8.	Disclosure of Investment Activities in Iran	JK
9.	State of New Jersey Business Registration Certificate	JK
10.	W-9 Form	JK
11.	Election Contribution Disclosure Notification Form	JK
12.	Contract	JK
13.	Statement of Qualifications	JK
14.	Exceptions	JK
15.	Appendix A (to proposed Contract) – Property Class Summary	JK
16.	Appendix B (to proposed Contract) - List of Supervisors	JK
17.	Appendix C (to proposed Contract) – Employee Background Release	JK
18.	Appendix D (to proposed Contract) – Schedule of Completion	JK
19.	Appendix E (to proposed Contract) – Cost Proposal for 4-Year Internal Inspection Plan	JK
20.	Appendix F (to proposed Contract) – Cost Proposal for Added/Omitted Assessment Inspections	JK

21.	Listing of Subcontractors	<i>DK</i>
22.	List of all key employees at date of Proposal indicating educational background	<i>DK</i>
23.	List of current revaluation or reassessment projects under Contract indicating Contract completion date	<i>DK</i>
24.	List of revaluation and reassessment project proposals submitted to Municipalities within the past six months	<i>DK</i>
25.	Copies of Financial Statements from the last two years	<i>DK</i>
26.	A statement of whether any litigation and/or ethics charges involving the firm and/or individual has occurred during the past five years and, if so, explain in detail the nature of such litigation and/or ethic charge and the results thereof. If there are "none", then the statement must reflect that.	<i>DK</i>
27.	List of property inspection and data collection projects performed within the past 5 years, and highlight any such that were performed in Monmouth County	<i>DK</i>

Name of Corporation, Partnership Entity or Individual: **Realty Data Systems LLC**

Daniel M. Kelly

Signature of Authorized Representative

Print Name and Title of Authorized Representative of Entity Signing This Document
Daniel Kelly - Member

January 20, 2024

Date

PROPOSAL FORM**CITY OF ASBURY PARK, NEW JERSEY****REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES****2024 through 2028**

WITH RESPECT TO THE COLLECTION AND VERIFICATION OF ALL REAL PROPERTY
DATA SITUATED WITHIN THE BOUNDARIES OF THE **CITY OF ASBURY PARK:**

Realty Data Systems LLC

COMPANY NAME

DOES HEREBY PROPOSE TO UNDERTAKE SAID DATA COLLECTION PROJECT IN
ACCORDANCE WITH THE WITHIN SPECIFICATIONS AND PROVISIONS AT A TOTAL
COST OF:

\$164,736 (DOLLARS)**One Hundred Sixty-Four Thousand Seven Hundred Thirty-Six Dollars (IN WORDS)****Realty Data Systems LLC**

Company

Signature

Daniel Kelly

Print Name

Member

Title

January 20, 2024

Date

Pricing based on the current parcel count. "Per parcel" pricing herein is fixed. Excludes amounts for
Added/Omitted inspections.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Monmouth

ss:

I, Daniel Kelly, residing in Shrewsbury Borough in the County of Monmouth and State of New Jersey, being of full age and duly sworn according to law on my oath depose and say that:

I am a Member of the firm of Realty Data Systems LLC, the Bidder making this Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said Vendor has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Proposal submission in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for said project.

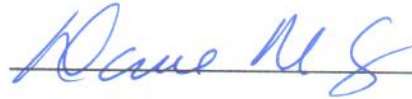
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by: **Not Applicable.**

Subscribed and sworn to before me

this 20th day of January, 2024 .



Notary Public, State of New Jersey



Daniel Kelly

My Commission expires 5/8/28
(seal)



STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Part I

Realty Data Systems LLC
2 Majestic Avenue – Suite 2
Lincroft, NJ 07738

Realty Data Systems LLC is a Limited Liability Company.

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

Michael Panter

457 Sycamore Ave, Shrewsbury, NJ 07702

Neil Rubenstein

47 Runnymede Rd, Berkeley Heights, NJ 07922

Daniel Kelly

457 Sycamore Ave, Shrewsbury, NJ 07702

Part III

Realty Data Systems LLC has no direct or indirect parent entity, is not publicly-traded or affiliated with any publicly-traded entity, and no business entity of any type holds a membership interest in the company, such that Part III is not applicable.

Subscribed and sworn to before me

this 20th day of January, 2024

Julia Maier

Notary Public, State of New Jersey

Daniel Kelly

Affiant: Daniel Kelly

My Commission expires
(seal)

5/8/28

JULIA MAIER
Commission # 50210033
Notary Public, State of New Jersey
My Commission Expires
May 08, 2028



MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract

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



Daniel Kelly

CITY OF ASBURY PARK
NOTICE TO VENDORS
AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
PROCUREMENT AND SERVICE CONTRACTS

“Vendors are required to comply with the requirements of P.L. 1975, c. 127” (N.J.A.C. 17:27)

A. ALL VENDORS

1. Within seven (7) days after receipt of notification of intent to award the Contractor receipt of the Contract, whichever is sooner, the successful Vendor must submit one of the following forms of evidence:
 - a) A Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). This letter cannot be more than one year old from the date of issuance.

OR

- b) A State of New Jersey Certificate of Employee Information Report.

OR

- c) A completed Affirmative Action Employee Information Report (Form AA302).

Please note that the Affirmative Action Affidavit for Vendors having less than fifty (50) employees is no longer acceptable.

2. The successful Vendor(s) may obtain the Affirmative Action Employee Information Report (AA302) from the Purchasing Division during normal business hours.
3. The successful Vendor(s) must submit the white and canary copies of the (AA302) Report to the State Affirmative Action Office. The pink copy is submitted to the public agency, and the gold copy is retained by the Vendor.

B. THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL PROSPECTIVE VENDORS:

1. Do you have a Federal Letter of Affirmative Action Plan Approval? This letter cannot be more than one year old from the date of issuance.

Yes _____ No ✓ _____

- a) If yes, please submit a photo copy of such approval. **If no,**

NOTICE TO VENDORS
AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
PROCUREMENT AND SERVICE CONTRACTS
(Continued)

2. Do you have a State of New Jersey Certificate of Employee Information Report (Certificate of Approval)?

Yes ✓ No

(attached)

Renewal submitted and NJ Dept. of Treasury EEO Monitoring is delayed in issuances due to pandemic.

- a) If yes, please submit a photo copy of such approval.

If no,

3. Vendors must complete an Affirmative Action Employee Information Report (AA302) obtained from the Purchasing Division during normal business hours.

AFFIRMATIVE ACTION REQUIREMENTS P.L. 1975, c 127 (N.J.A.C. 17:27)

The undersigned Vendor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required forms of evidence.

The undersigned Vendor further understands that his/her Proposal must be rejected as non-responsive if said Contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

REALTY DATA SYSTEMS LLC

Company

Signature

Daniel Kelly

Print Name

Member

Title

January 20, 2024

Date

Certification 50797

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2020** to **15-NOV-2027**

REALTY DATA SYSTEMS LLC
2 MAJESTIC AVE., SUITE 2
LINCROFT NJ 07738



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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



Daniel Kelly

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

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

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

(Include the following only for boards of education)

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



Daniel Kelly

City of Asbury Park

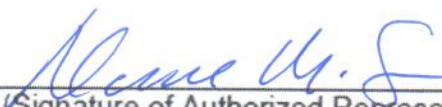
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received: ☒

Acknowledged for: Realty Data Systems LLC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Daniel Kelly
(Print or Type)

Title: Member

Date: January 20, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Township finds a person or entity to be in violation of law, s/he shall act as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2: PROVIDE FURTHER INFORMATION ON ACTIVITIES IN IRAN

Provide a detailed, accurate and precise description of the activities of the vendor, or one of its parents, subsidiaries or affiliates, engaging in the investment activities outlined above: N/A

Name: _____ Relationship to Bidder: _____

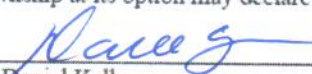
Describe Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder's Contact Name: _____ Contact Phone Number: _____

PART 3: CERTIFICATION

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

Signature: 

Full Name: Daniel Kelly

Title: Member

Date: 1-20-24

New Jersey Business Registration Requirements

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

STATE OF NJ BUSINESS REGISTRATION CERTIFICATE

02/20/18

Taxpayer Identification# 461-957-803/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: REALTY DATA SYSTEMS LLC	TRADE NAME:	
ADDRESS: 2 MAJESTIC AVE STE 2 LINCROFT NJ 07738	SEQUENCE NUMBER: 1776643	
EFFECTIVE DATE: 02/26/13	ISSUANCE DATE: 02/20/18	
		 Director New Jersey Division of Revenue

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

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

Realty Data Systems LLC

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

2 Majestic Ave - Suite 2

6 City, state, and ZIP code

Lincroft, NJ 07738

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	6	-	1	9	5	7	8	0	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► *Michael J. Pantor*

Date ► 5/23/23

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

ELECTION CONTRIBUTIONS DISCLOSURE NOTIFICATION ACKNOWLEDGEMENT FORM

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Daniel Kelly – Signature of Acknowledgement

1/20/2024

PROPERTY DATA COLLECTION AND VERIFICATION PROGRAM

**CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES
FROM JANUARY 1, 2024 through DECEMBER 31, 2028**

**THE MUNICIPALITY OF THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
1 Municipal Plaza, Asbury Park, NJ, 07712
(hereinafter the "Municipality");**

AND

**[VENDOR NAME]
[ADDRESS]**

(hereinafter the "Company", and together with the Municipality, the "Parties")

1. Program Definitions:

The Company agrees to prepare and execute a complete program for the collection and verification of all data of real properties situated within the confines of the Municipality (as illustrated on the Property Classification Summary attached hereto as Appendix A) commencing in 2024, or as directed by the Municipality upon the terms contained herein. Said work shall be performed in accordance with the terms and conditions contained herein, including the attached Appendices.

The Company must comply with the attached delivery schedule (Appendix D).

2. Contract Contingencies:

The Parties shall not have the authority to vary, alter, amend, or change this Contract once executed, without the written consent of the other party. No changes to the pricing or number of required inspection visits provided herein may be made following the submission of proposals by prospective vendors.

The Company shall not have the right to subcontract any portion or function of this Contract, without receiving prior written approval from the Municipality's Tax Assessor (the "Assessor").

The Company shall be responsible for any and all work performed by any subcontractors allowed for in this Contract, if any.

3. Conflict of Interest:

No commissioner or employee of the Monmouth County Board of Taxation, no employee of the County of Monmouth, no assessor of a taxing district within Monmouth County and no official or employee of the Municipality shall have an interest whatsoever directly or indirectly, as an officer, stockholder, employee or any other capacity in the Company.

Neither the Company nor any of its members, employees, officers or stockholders shall represent any taxpayer filing a tax appeal in the State of New Jersey during the term of the Contract.

Any violation by the Company of the provisions of this section shall result in the immediate termination of this Contract and the Municipality shall commence a competitive bid process for the remainder of the current project term and any extensions thereof.

4. Company Personnel:

Principals of the Company must include individuals that have at least five (5) years of practical and extensive experience in the collection of data for the purposes of mass appraisal.

Field personnel shall have a minimum of seventy (70) hours of in-service training pertaining to their particular phase of the work and shall be generally aware of other phases of the data collection project prior to starting field work. A sufficient number of field personnel shall be provided so as to meet the project completion schedule and other parts of this Contract. At least one of the field personnel shall be designated for commercial properties.

The Company shall designate a qualified and responsible employee to supervise the operation of the Company's staff for the entire project, as designated in Appendix B. There shall be one (1) supervisor for no more than six (6) field data collectors or part thereof. The supervisor shall have at least five (5) years of experience in property inspection and/or appraisal work. These designated individuals shall make themselves available to the Assessor for consultation throughout the project.

The Company shall either obtain an identification card from the Municipality for each staff member or use its own identification card provided it is approved by the Assessor. This identification tag must be worn at all times on the outside of their clothing. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. The Company shall instruct all field personnel to avoid unnecessary communication with property owners and residents while conducting inspections, consistent with Section 13.

The Company shall supply the Assessor and Municipality's Police Department with driver's license numbers, vehicle license plate numbers, and make of the vehicle or vehicles that will be used by field personnel on this project.

The Company shall require all personnel performing work on this project to authorize a background investigation of its employees by submitting the release attached hereto as Appendix C, or by providing the Police Department with a completed background check. This investigation shall include a National Criminal Information Center report (NCIC) and a driver's license review, which shall be at the expense of the Company.

Upon written notice to the Company, the Assessor may request removal of any person for this project whose work is unsatisfactory, or has conducted him or herself in an unprofessional manner, or upon the advice and counsel of the Police Department.

5. Office Space:

The Company shall provide their own office space within a reasonable distance to the Municipality. The Company must provide a sufficient number of computer lines at their expense, if needed. The Company shall provide all the furniture, equipment, machines, and other items required in connection with this project at its own expense. This also relates to computer equipment for encoding.

The Company shall provide adequate telephone and online services throughout this project to receive any inquiries by interested persons at the Company's expense. The phone numbers must be local phone numbers and not "main office" or out of state numbers. The Assessor shall be provided with a list of telephone numbers being used by Company personnel in order to maintain communications between all parties.

6. Submission of Work:

Upon the completion of each annual portion of the project and the verification and auditing of all data collected by the Company, the Company shall enter the data into the computer system. Said computer system must be compatible with the Municipality's MicroSystems tax assessment software and must contain MOD IV and CAMA file information for entering and use, or must be converted at the Company's expense and submitted into the County system for the Assessor's review.

Photographs of properties must be submitted to the County Tax Board with file names consistent with County Tax Board requirements for use in the Tax Board Portal. Photographs will include the county and municipal district code, tax block and lot, and be properly attached to the MOD IV and CAMA files for each property. Any costs, planning or logistics relative to this provision will be at the exclusive expense of the Company.

Verification of the Company's system compatibility shall be demonstrated before the project is commenced and approved by the Assessor.

The Company shall include real property identification material on properly labeled individual property record cards in a format acceptable to and approved by the Assessor.

The information to be verified and collected on the property record card for each property shall include, but not necessarily be limited to:

For residential properties, non-residential properties that are costed in the residential CAMA system or other properties at the discretion of the Assessor:

- (1) A scaled electronic sketch of the exterior building dimensions consistent with the section naming convention provided by the assessor and subject to be modified at the Assessor's discretion.
- (2) Notations/measurements of significant building components, detached building items, land / building characteristics, number of units, relevant condition data (in accordance with the Assessor's direction), and other data specifically specified by the Assessor prior to the project start date and subject to be modified at the Assessor's discretion. (Data collection criteria is further defined in Section 15 of this Contract.)
- (3) Residential data is to be returned in a way that is consistent with the way the

- Assessor identifies and costs such improvements within the mass appraisal modeling and subject to be modified at the Assessor's discretion.
- (4) The inspector shall take as many pictures as needed to reasonably document the property, including a front photograph of each "main" structure.
 - (5) All returned records should identify the person making the inspection, whether an interior inspection was obtained and any other relevant notes.
 - (6) All data must be provided back to the Assessor within the CAMA software in the proper designated database fields.

For commercial/industrial/apartment properties, certain exempt classified properties or other properties at the discretion of the Assessor:

- (1) A scaled paper sketch of the exterior building dimensions. Site improvements such as fencing, lighting, docks, and paving are to be recorded as accessory items. Verification of a current paper record is sufficient, however if no record exists or is sufficiently inaccurate, a new paper record must be created.
- (2) The property record card should contain the following information: (a) number of units; (b) interior leasable size of units; (c) description of unit use; (d) condition of unit; and (e) name of tenant (if applicable) for each unit on the property.
- (3) A spreadsheet will be provided by the Assessor prior to the project commencement. On the provided spreadsheet, the Company will verify/provide (a) number of units; (b) interior leasable size of units; (c) description of unit use; (d) condition of unit; and (e) name of tenant (if applicable) for each unit on the property.
- (4) The Inspector shall take as many pictures as needed to reasonably document the property, including a front photograph of each "main" structure.
- (5) All returned records should identify the person making the inspection, whether an interior inspection was obtained and any other relevant notes. This specific data must be provided back to the Assessor within the CAMA software in the proper designated database fields.

The Company shall be responsible for the data collection and verification of all construction within the designated properties for each year. If a building is under construction at the time of the field investigation, a notation to that effect shall be placed on the computerized appraisal system in order that it can be retrieved in an expeditious manner for further review. At the discretion of the Assessor, the data on said properties may be needed for collection, therefore proper measurements and notations should be made on the Property Record Card.

At the discretion of the Assessor, the Company shall provide the Assessor with completed property record cards filed in sequence by block and lot numbers for all taxable and exempt properties. Property record files shall include all supporting data and documentation.

7. Project Completion; Program Progress Reports:

The Parties hereby recognize that completion of the project within a timely manner is essential. The Company has agreed to complete the project in accordance with the requirements of the Assessment Demonstration Program (P.L. 2013 c. 15) and such other applicable laws.

The Company shall submit a monthly status report outlining the project's progress to the Assessor for any month in which inspections have been completed, until completion and acceptance of the project.

8. Payment Schedule:

The Company shall submit a monthly invoice to the Municipality for any month in which inspections have been completed, within 5 days of the last day of each such month, and return any payment vouchers provided by the Municipality. Payment shall be made by the City within 60 calendar days from receipt of properly executed invoice; and/or 60 calendar days from the date of goods or services were received (as certified by an officer or duly designated employee).

Payment will be made for work completed, and billings properly filed and approved shall be processed and payment shall be mailed to the Company if found to be in order and approved.

Payments to be made to the Company under this Contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Assessor for each payment period. The dollar values to be utilized are outlined in the Appendices attached hereto.

9. Insurance:

The Company shall provide Certificates of Liability and Worker's Compensation insurance providing coverage in accordance with the Municipality's insurance requirements, as set forth in the Project Specifications. Insurance coverage shall indemnify and hold the Municipality harmless from any and all liability arising from the Company's work (which shall not include property owner appeals of assessments assigned by the Municipality). The Company, at their own expense, should defend any suit which may be brought against the Municipality in connection with, or rising out of the services furnished hereunder.

The Company shall provide comprehensive general liability and automobile liability insurance coverage with the Municipality named as co-insured. Limits of liability for each coverage shall be a minimum of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$250,000 property damage.

Copies of all insurance policies must be provided to the Municipality prior to the commencement of any work under this Contract.

10. Unsatisfactory Work:

If at any time during the Contract period the quality and/or progress of the Company's work shall not be satisfactory, the Municipality reserves the right to terminate the Contract upon thirty (30) days written notice directed to the principal place of business of the Company. This notice shall specify any work deficiencies on which termination is based, and provide the Company with thirty (30) days to cure such deficiencies prior to termination being effective.

If either party violates the terms and conditions of this Contract, the other party shall have the unilateral right to terminate the Contract upon thirty (30) days written notice directed to the other party.

Thereafter, the Municipality shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the Contract.

11. Interpretations of Specifications and Contract:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Court of the State of New Jersey.

12. Confidential Nature of Project:

Disclosure of information, including pricing information or any information with respect to the Company's or Municipality's technology and processes, to any individual, company, or corporation, other than the Assessor, the Municipality, the Company and its employees or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the Contract and subject the party in violation to liquidated damages. It is understood that this does not refer to information released under due process of law, the Open Public Records Act, or consistent with public bidding processes.

13. Public Relations & Communication:

During this project, the Company and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Parties will endeavor to orient and educate all interested persons as to the inspection project. Any informational materials shall be presented to the Assessor prior to release. An initial mailing shall be made by the Company at its expense pursuant to Section 15 and subject to approval by the Assessor to all property owners prior to their scheduled inspections explaining the nature and purpose of the data collection program and notifying owners of the commencement of inspections in the Municipality.

The Municipality will publicize the project in advance of inspections to educate the public and maximize their cooperation and interior inspection/appointment rates, via website, newsletter or other available options.

The employees of the Municipality and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all necessary information within statutory requirements and limits to every interested taxpayer; however, each field inspector shall be instructed to refrain from discussions with the property owner, tenant, or occupant relating to property valuations, tax amounts or rates, or any related subjects. Any such inquiries will be directed to the Assessor.

14. Materials and Information to Be Provided:

The Municipality shall furnish the Company with the following:

- a) One (1) large and two (2) small copies of the up-to-date tax map (or sufficient digital maps) approved by the Director of the State of New Jersey Division of Taxation or his or her designate indicating the real estate assessment numbering system to assist field inspectors in locating properties; it should be noted that the tax maps may be "conditionally approved" which shall be considered acceptable for use in the valuation

process.

- b) An electronic copy of the MOD IV file, and corresponding record layout from the Municipality's data custodian, of current property records for all properties currently listed upon the tax records of the Municipality. This electronic file shall include, but not be limited to, the block, lot, additional lots, owner's name and address, property location and property classification. The Municipality will also provide an outline and explanation of any unique data fields utilized by the Assessor to ensure that the Company's revision of property records does not interfere with such data fields.
- c) Letters of introduction to facilitate the Company's access to properties for inspection and data collection purposes.

15. Property Inspection:

At least two (1) week prior to the physical inspections commencing, unless a different time frame is directed by the Assessor, the Company (at its own expense) shall send notice to the current owners on file for each property located within the annual inspection area (excluding Municipality-owned properties). The notice shall be sent by mail and shall explain the nature and purpose of the data collection program, provide a contact number/instructions on how to initiate a virtual internal inspection, and generally explain the anticipated process for the future physical visit(s). The notice must state that each property will be subject to a physical exterior inspection and either a virtual or physical interior inspection. A copy of said notice must be submitted to the Assessor for approval prior to being mailed. The virtual internal inspections shall be an available option for property owners commencing the date of the initial notice and remain an option for property owners until the date that annual inspection area data is electronically provided back to the assessor.

This Contract requires the inspection and verification of all property exteriors and three (3) physical interior inspection attempts. The three (3) physical interior inspection attempt requirement will only be waived in the event that a property owner expressly refuses the inspection or in the event that the interior inspection is conducted either virtually or in person during the first or second physical inspection attempts. The Company shall not be required to complete any exterior inspections of properties which are inaccessible, or any exterior or interior inspections when the property owner and/or occupant refuses inspector entry, with such properties being labeled accordingly for the Assessor and excluded from subsequent visits.

With the exception of properties that have completed a virtual interior inspection, all inspection attempts must be conducted in-person by the Company's personnel and the Company shall not rely on mailings or other contacts with property owners for purposes of fulfilling the Company's inspection requirements hereunder. However, data may be collected directly from property owners in select circumstances, as permitted by the Assessor, such as cases in which an owner or occupant's health is not conducive to an interior inspection. Any violations of this provision will result in immediate termination of the Contract by the Municipality.

A careful inspection of each parcel shall be made after 9:00 a.m. but before 7:00 p.m. on any day, Monday through Saturday. After the first inspection attempts of the annual inspection area are complete, the Company (at its own expense) shall mail a second notice to all property owners where the property had not, at that point, conducted the interior inspection (physically or virtually)

or where the property owner or representative of the property owner expressly refused entry. The second notice shall include a note stating that at least one physical inspection attempt had been done and that there will be two more unscheduled physical attempts to gain access to the interior unless the inspection is conducted virtually. The second notice shall also include the proper contact information for the Company to easily initiate the virtual inspection.

If the owner/occupant is not available at the time of the first and second (if needed) inspection, a calling card or "door tag" shall be left in a conspicuous place (not in a mail box) indicating that the field inspector has attempted to visit, and include the proper contact information for the Company to easily initiate a virtual inspection. This card shall include information advising that the inspection is necessary for the Municipality to accurately assess their property.

In cases where no interior inspection is possible after three (3) attempts or an owner/occupant refuses to allow entry to the premises, the Company shall indicate this on the relevant property record, for review by the Assessor. In no event shall a card be left requesting the owner/occupant to fill in information. Where no interior inspection is possible after three (3) attempts, the inspector shall reasonably estimate the contents and conditions of the interior based on what is observed on the property and in accordance with the Assessor's direction.

The Company shall immediately notify the Assessor of any properties discovered not to be on the current tax list so as to permit adequate time to place an Added/Omitted assessment on the property.

The type of construction will be recorded by component parts such as, but not necessarily limited to, foundation, livable area, wall construction, roof, floors, interior finish, heating system, fireplaces, plumbing, fixtures, number of rooms, style of home, finished basement space, walkout basement, finished attic space, dormers, built-ins, unit data on multi-family homes, decks, porches, garages, physical interior/exterior/bathroom/kitchen conditions (designated in accordance with the Assessor's direction).

Measurement and, if necessary, condition data shall be collected for detached items, including but not limited to, pools, patios, tennis courts, sports courts, sheds greater than 100sf, gazebos, detached garages, greenhouses, barns etc. Cabanas or other accessory buildings with finished heated area shall be submitted as a separate PRC containing relevant data supplemental to the "M" (Main) PRC.

Each inspector shall record the name or code of the person making the inspection, the date of inspection, and obtain the signature of the occupant verifying that an interior inspection has been conducted. Actual interior inspection is required and at no time shall the property owner's description be accepted in lieu of inspection. The signature of the party present at the time of inspection shall be requested and be a part of the inspection documentation.

All properties within the Municipality must be inspected and verified during the term of the Contract, subject to the exceptions noted above, which shall include the initial term and extension.

In conjunction with the Assessor, the Company shall establish an "inspection plan" within thirty (30) days of award of this contract, dividing the Municipality into five sections; each representative of 20%(+/-) of the total number of properties in the Municipality. With the Assessor's approval, each section shall be assigned a respective inspection year:

"Inspection Year 2024" shall mean properties to be inspected between 1/1/2024 and 12/31/2024
 "Inspection Year 2025" shall mean properties to be inspected between 1/1/2025 and 12/31/2025
 "Inspection Year 2026" shall mean properties to be inspected between 1/1/2026 and 12/31/2026
 "Inspection Year 2027" shall mean properties to be inspected between 1/1/2027 and 12/31/2027
 "Inspection Year 2028" shall mean properties to be inspected between 1/1/2028 and 12/31/2028

In no event, shall inspections not be complete by the timeline designated in the "inspection plan" established at the start of the project unless approved by the Assessor. The new lots in any property that is subdivided during the term of this contract will be added to "Inspection Year 2028" with the exception of any new lots where the property's required inspection is satisfied through the Added/Omitted Inspection process. The Assessor shall be responsible for maintaining such list of properties and provide to the Company upon initiation of the inspections in "Inspection Year 2028".

Electronic inspection data shall be electronically forwarded to the Municipality's data custodian at the completion of each annual portion of the project. Any deliverable paper records shall be forwarded via paper to the Assessor at the same time.

Data shall be delivered to the Assessor's office no later than the following dates:

Data relative to "Inspection Year 2024" shall be delivered no later than 3/1/2025
 Data relative to "Inspection Year 2025" shall be delivered no later than 3/1/2026
 Data relative to "Inspection Year 2026" shall be delivered no later than 3/1/2027
 Data relative to "Inspection Year 2027" shall be delivered no later than 3/1/2028
 Data relative to "Inspection Year 2028" shall be delivered no later than 3/1/2029

Upon completion of a review by the Assessor, should discrepancies appear in the Company's data, the Company shall make the necessary corrections at its own expense.

The format of the property record data collection card shall be as indicated on the Monmouth County System (MOD IV and CAMA) unless otherwise directed by the Assessor. The Assessor may make random spot checks throughout the Municipality to verify that inspections are being conducted in the appropriate manner. The Assessor or his designee may accompany Company employees at any time during field inspections.

16. Added/Omitted/Additional Inspections: New Sketches

For purposes of this Contract, the term "Added/Omitted/Additional Inspections" (Appendix F), refers to any additional inspections that the Assessor may request the Company perform outside of the normal scheduled inspections. An "Added/Omitted/Additional inspection" may or may not result in an Added or Omitted Assessment on a property. The "Added/Omitted/Additional Inspection" provision of this Contract may be used for any additional data collection or verification inspections that the Assessor may find necessary to have conducted during the course of the project.

Selection of participation in "Added/Omitted/Additional Inspections" will not be considered by the Municipality as an optional selection. To be considered as a complete and responsive proposal, participation in "Added/Omitted/Additional Inspections" is mandatory as part of the overall Contract.

The Assessor shall annually provide to the Company (no later than June 1st each year), a spreadsheet

of the desired properties to be inspected. The spreadsheet shall contain, at minimum, the following information: block, lot, qualifier, property class, property address and description of the renovation or purpose of the additional inspection.

Generally, the same physical inspection procedures and instructions shall apply for "Added/Omitted/Additional Inspections" as does regular inspections with some minor exceptions as it relates to property owner notification and inspection attempts needed.

The Assessor may (at the Municipality's expense) mail property owners on the "Added/Omitted/Additional Inspection" list a letter explaining the purpose of the inspection prior to the inspections being conducted. The Assessor will reserve the right to remove any property from the "Added/Omitted/Additional Inspection's" prior to a first inspection attempt.

The following deliverables apply for "Added/Omitted/Additional Inspections" on residential properties, non-residential properties that are costed in the residential CAMA system or other properties at the discretion of the Assessor:

- (1) A scaled electronic sketch of the exterior building dimensions consistent with the section naming convention provided by the assessor and subject to be modified at the Assessor's discretion.
- (2) Notations/measurements of significant building components, detached building items, land / building characteristics, number of units, relevant condition data (in accordance with the Assessor's direction), and other data specifically specified by the Assessor prior to the project start date and subject to be modified at the Assessor's discretion. (Data collection criteria is further defined in Section 15 of this Contract.)
- (3) Residential data is to be returned in a way that is consistent with the way the Assessor identifies and costs such improvements within the mass appraisal modeling and subject to be modified at the Assessor's discretion.
- (4) The Inspector shall take as many pictures as needed to reasonably document the property, including a front photograph of each "main" structure.
- (5) All returned records should identify the person making the inspection, whether an interior inspection was obtained and any other relevant notes.
- (6) All data must be provided back to the Assessor within the CAMA software in the proper designated database fields.

For "Added/Omitted/Additional Inspections" on commercial/industrial/apartment properties, certain exempt classified properties or other properties at the discretion of the Assessor:

- (1) A scaled paper sketch of the exterior building dimensions. Site improvements such as fencing, lighting, docks, and paving are to be recorded as accessory items. Verification of a current paper record is sufficient, however if no record exists or is sufficiently inaccurate, a new paper record must be created.
- (2) The property record card should contain the following information: (a) number of units; (b) interior leasable size of units; (c) description of unit use; (d) condition of unit; and (e) name of tenant (if applicable) for each unit on the property.
- (3) A spreadsheet will be provided by the Assessor prior to the project commencement. On the provided spreadsheet, the Company will verify/provide (a) number of units; (b) interior leasable size of units; (c) description of unit use; (d) condition of unit; and (e) name of tenant (if applicable) for each unit on the property.

- (4) The Inspector shall take as many pictures as needed to reasonable document the property, including a front photograph of each "main" structure.
- (5) All returned records should identify the person making the inspection, whether an interior inspection was obtained and any other relevant notes. This specific data must be provided back to the Assessor within the CAMA software in the proper designated database fields.

17. Computer Requirements:

The data collection of all properties (with only the exceptions listed in this contract or as approved by the Assessor) must be computer generated so that the data can be integrated into the computer mass appraisal system (CAMA).

The Municipality currently uses and intends on continuing to use Micro Systems-NJ tax assessment software. Should the Municipality change software vendors for any reason during the term of this Contract, the Company agrees to, within reason, work with the Assessor to be sure that collected data is converted properly for mass appraisal modeling use within the CAMA software.

It shall be the Company's exclusive responsibility to ensure compatible and actual operation of any computer system that the Company may use.

The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates must be computerized for the purpose of generating computer data files for residential and commercial properties.

No distribution of any materials, with the exception of the MOD IV tape as required by the state, shall be permitted.

18. Digital Photography:

The inspector shall take as many pictures as needed to reasonable document the property, including a front photograph of each "main" structure.

Photographs of properties must be submitted to the County Tax Board with file names consistent with County Tax Board requirements for use in the Tax Board Portal. Photographs will include the county and municipal district code, tax block and lot, and be properly attached to the MOD IV and CAMA files for each property.

Any costs, planning or logistics relative to this provision will be at the exclusive expense of the Company.

19. Records and Computations to Become Property of Municipality:

On an annual basis, upon the conclusion of all property inspections and acceptable revisions, the Company shall meet with the Assessor upon his or her request to finalize all aspects of the project. The Company shall transmit to the custody of the Assessor (via the Municipality's data custodian) all data collected by the Company pursuant to the project if not previously provided. These records shall include, but not necessarily be limited to:

- (1) Written statements to the public or group concerning the nature of the project;
- (2) Any letter or memoranda to individuals or groups explaining methods used in the data collection;
- (3) Data processing information pertaining to the format of the computer systems used in the project;
- (4) Pictures of properties as required by this Contract;
- (5) Records containing property data files which will be used in the development of the Assessor's certified tax list, in a format consistent with the New Jersey Property Tax System MOD IV; and
- (6) Any other records pertaining to the project.

20. Cost Proposal for 5-Year Inspection Plan:

In accordance with the Assessment Demonstration Program, and its implementation schedule promulgated by the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation, providing a program for "Annual Qualified Reassessment to 100% of market value" supported by an five (5) year program for the inspection of all properties, the Company shall provide a schedule of fees relating to the cost of data collection and data verification via internal inspection in Appendix E.

23. Affirmative Action:

The Parties agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

The Parties agree to further incorporate into this Contract the mandatory language of subsections 7.4(a) and (b) of regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

The Company shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. The Company shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

24. Americans With Disabilities Act of 1990:

The Company agrees to comply with the "Americans With Disabilities Act of 1990", which shall be incorporated herein by reference.

IN WITNESS WHEREOF, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties have executed this Contract with an effective date this ____ day of _____, 2024.

City of Asbury Park

Realty Data Systems LLC

John Moor, Mayor

Daniel Kelly, Member

Lisa Esposito, RMC, CMR – City Clerk

Michael Panter, Esq, Member

CITY OF ASBURY PARKQUALIFICATIONS

The Vendor is required to state in detail, in the space provided below, the following:

- (1) All work that the Vendor has performed that is similar in nature and scope to the proposed work and the dates of completion of same;
- (2) References and such other detailed information that will enable the Borough to judge the Vendor's responsibility, experience, skill and financial standing;
- (3) Evidence that the Vendor maintains a permanent place of business;
- (4) A listing of equipment available to the Vendor for the work under the proposed Contract;
- (5) Evidence that the Vendor has suitable financial status to meet obligations incidental to the work; and
- (6) Evidence that the Vendor has appropriate technical experience to complete the work.

Please see attached.

Realty Data Systems LLC

Company

Signature

Daniel Kelly

Print Name

Member

Title

January 20, 2024

Date

(ATTACH ADDITIONAL PAGES, IF NECESSARY)

Qualifications

Background

Founded in 1934, Realty Appraisal Company (“Realty Appraisal”) was recognized as the leading municipal revaluation and appraisal firm in the State of New Jersey, operating exclusively in the Garden State.

Rated as the best in the state for quality, accuracy and methodology by New Jersey's municipal tax assessors, the firm achieved an unrivaled reputation for excellence due to its successful completion of more than 400 revaluation and reassessment programs in 18 of New Jersey's 21 counties.

Realty Data Systems

In February 2013, Michael Panter and the owners of Realty Appraisal founded Realty Data Systems LLC (“RDS”) headquartered in Lincroft, NJ (Monmouth County) to perform annual property data collection/verification services and to complete reassessment and revaluation programs on behalf of municipalities. As RDS continued to expand, Realty Appraisal formally moved its operations under the RDS umbrella in 2020.

Our firm's highly trained professionals utilize the latest technology to streamline the real estate inspection, data collection and valuation process on behalf of our municipal clients. Our firm has sufficient financial, equipment and staffing resources to undertake any municipal inspection project.

RDS has performed inspections in support of revaluation and reassessment projects throughout New Jersey and has completed over 1 million inspection visits across all property classes.

These projects have included ten (10) years of annual projects completed successfully on behalf of the City of Asbury Park.

Our firm has never represented property owners in assessment appeals in any municipality.

Technology

Each RDS inspector is equipped with a PC-based electronic tablet which is pre-populated with all existing municipal real estate records in a proprietary platform, which allows for regular updating and/or verification of all property information necessary for municipal reassessments and revaluations.

These functions include digital floor plan sketching of primary and secondary structures, documentation of amenities; digital photography (including date and file names, consistent with any required county indexing); comprehensive exterior and interior property features; electronic inspector and property owner signatures; date stamps for all inspection visits; and GPS guidance.

Our electronic tablets update the firm's servers (and backups) daily, which allow us to continually track the progress of all projects and to share regular updates with the municipality's

Tax Assessor, and to update municipal records within the County's CAMA database, with which our technology is fully compatible.

RDS' platform also eliminates the potential errors associated with traditional methods of data collection, which rely on paper inspection forms and sketches, separate photographs and the data entry of all information into a single property file. Our platform does not allow a property inspection to be concluded or data to be submitted until all data fields have been completed and verified.

Our technology, combined with the expertise of our partners and field professionals enable us to provide the most accurate and time/cost-effective data collection and property valuation services available in the industry.

Our Remote Virtual (RV) Interior Inspection System

RDS seeks to maximize interior inspection rates using our state-of-the art RV inspection system. This RV process was created by RDS and has been approved and incorporated into the statutory law of the State of New Jersey.

Our RV system allows residents who did not elect to have an interior inspection during a physical property visit to complete an inspection using their smart phones, and requires no app downloads, appointments or physical entries to their homes.

Further, our RV system is staffed for 40 hours each week with a dedicated office team of inspection professionals.

This innovative inspection system has been very well received by residents and municipal officials throughout New Jersey as an efficient, cost effective and safe method of collecting property data.

Our Services

RDS provides a comprehensive package of data collection/verification and reassessment/revaluation services.

Our services include visits to each property within a municipality's borders during each project period. This data allows the Tax Assessor or RDS's certified general appraisers to update property values in response to changes in the real estate market pursuant to any reassessment or revaluation project - in addition to capturing additional tax revenue when property records are updated to reflect improvements and other changes.

These services include:

- Comprehensive real property inspection services
- A dedicated, full-time Remote Virtual (RV) inspection staff to complete interior inspections remotely, which is very user-friendly and requires no appointments.
- Cost-effective pricing for all taxable and tax-exempt property classes

- Timely electronic updating of municipal property records
- Exterior and interior inspections
- Digital photos, floor plan sketches, signatures and date stamps
- “Added and Omitted” and appeal inspections at the Tax Assessor’s direction
- Multiple mailed notifications to property owners
- Highly-trained inspectors with local office support services
- Farmland Assessment inspections
- Property valuation pursuant to all reassessment and revaluation projects
- Taxpayer assessment meetings
- Tax appeal defense

Our Professionals

Please note that bios for our office and field staffs can be found at www.rdsnj.com.

All RDS personnel are 21 years of age or older and have extensive experience (greater than 1 year and exceeding 150 hours of in-service training) working in multiple municipalities and across all property classes in their respective areas of responsibility, including but not limited to: physical/RV inspections, data auditing, project outreach/customer service and property valuation.

Field and RV inspectors complete 80 hours of in-office training and a minimum of 160 hours being trained in the field while paired with experienced inspectors working on active projects, prior to conducting any individual inspections.

Consistent with our firm’s mission to employ veterans, nearly 30% of our positions since the firm’s founding have been filled by military and law enforcement veterans, or by personnel who have worked on behalf of veteran organizations.

Michael Panter, Esq.

Michael Panter has been an attorney, investment banker and corporate executive in New Jersey and New York, and handled more than 400 tax assessment cases in Middlesex and Monmouth counties from 2009 to 2013 with a 99% success rate.

Prior to forming RDS, he was a Vice President in the investment banking division of Citigroup/Salomon Smith Barney; the co-founder an investment advisory firm which oversaw more than \$800 million in private pension assets; a corporate and mergers/acquisitions attorney for Paul Hastings LLP (formerly Battle Fowler LLP); and a member of the New Jersey State Assembly (2004-2008) representing the 12th Legislative District in Monmouth and Mercer Counties.

His efforts have been featured in national publications ranging from the *New York Times* to *Stars and Stripes*, *Variety* and the *Hollywood Reporter*, and he has appeared on programs such as NPR's All Things Considered and Fox News Channel's Hannity & Colmes.

Michael earned his Bachelor of Arts *magna cum laude* from Syracuse University, where he was elected to Phi Beta Kappa and funded his education by working with the United States Army, and his Juris Doctorate from Harvard Law School.

He plays a leading role in a variety of community and charitable organizations and is a resident of Shrewsbury, NJ.

Neil Rubenstein - SCRREA, C.T.A.

Neil Rubenstein has been a practicing/mass appraiser of real estate for more than 35 years. He has spent a significant portion of his career engaged in data collection and the mass appraisal field, specifically as it relates to municipal revaluations. He has supervised projects for all types of municipalities, including urban centers, suburban communities, and rural districts.

Neil is a Certified Appraiser and Certified Tax Assessor and serves as Tax Assessor in the municipalities of Haworth and Midland Park, NJ in Bergen County and Westfield, NJ in Union County.

He received his Bachelor of Arts from Muhlenberg College and has continued his education in a variety of tax assessment and real estate appraisal programs through Rutgers University, the NJ Division of Taxation and the Appraisal Institute of Real Estate Appraisers.

Both Neil and Steven Rubenstein have also completed multiple revaluations/reassessments in the City of Asbury Park and are very familiar with its properties.

Steven Rubenstein - MAI, SCGRE, C.T.A.

Steven Rubenstein has been mass appraising property and performing data collection services since 1986. He has given testimony before the county tax boards of Monmouth, Middlesex, Morris, Bergen, Passaic, Hudson, Sussex, and Ocean Counties, as well as before the Tax Court of New Jersey.

Steven is a Certified Tax Assessor and Certified General Appraiser (retired) and is a member of the Appraisal Institute and Bergen County Association of Assessors. He has served as a guest speaker and panelist at numerous conferences and boards, and as the Tax Assessor in the municipalities of Glen Rock and Wood-Ridge, NJ and continues to work with RDS as a consultant.

Steven graduated from Boston University and has continued his education through a variety of seminars and courses given by the Appraisal Institute of Real Estate Appraisers.

Brian Smith – SCGREA, C.T.A.

Brian Smith has been engaged in mass appraisal for more than 30 years for municipal revaluations and reassessments, in addition to performing municipal appeal defense work before County Tax Boards and the New Jersey State Tax Court. He served as an appraiser for more than two decades with Realty Appraisal Company (West New York, NJ) and as the President of World Appraisal of NJ (Berkeley Heights, NJ).

Brian is a Certified General Appraiser and serves as the Tax Assessor in the municipalities of Emerson, NJ in Bergen County and the Assistant Tax Assessor in Westfield, NJ in Union County.

He graduated from Rutgers University and has continued his education by completing a wide variety of courses through the Appraisal Institute – the largest professional organization for real property appraisers.

Daniel Kelly, C.T.A.

Dan Kelly has been involved in the financial industry in a wide range of capacities for more than 25 years and served as a Commissioner on the Monmouth County Board of Taxation from 2005 through 2013, including a term as the Board President.

He is a Certified Tax Assessor, the co-founder of an investment firm specializing in hospital pension plans and wealth management, and previously served as the Chief Operating Officer and head of fixed income for a national advisory firm.

Dan has overseen real property inspections on behalf of more than 50 municipal governments for reassessment and revaluation projects over a 10-year period, which have included over 800,000 property visits to residential, commercial, industrial, farmland, tax-exempt and other asset classes.

He is an active volunteer with many youth sports programs and charitable organizations, in addition to his local school system, church and team of first responders. He is a resident of Shrewsbury, NJ.

Anthony Carasia

Anthony Carasia serves as a Field Supervisor for RDS and is a lifelong resident of Monmouth County and a graduate of Rumson-Fair Haven Regional High School. He studied at Moravian College, where he was also a student athlete, and enjoyed a long career in financial services.

He has over 6 years of experience supervising residential and commercial property inspection projects in many of New Jersey's largest municipalities for reassessment and revaluation projects.

Anthony Guglielmi

Anthony Guglielmi serves as a Field Supervisor for RDS and is a veteran of the New York City Police Department where he worked as a Police Academy instructor. He has served in the Brooklyn North Task Force, the Organized Crime Control Bureau, and the Major Case Squad – Special Investigation Division.

He has over 5 years of experience supervising residential and commercial property inspection projects in many of New Jersey's largest municipalities for reassessment and revaluation projects, is a licensed private detective and a graduate of John Jay College of Criminal Justice.

Julia Maier

Julia Maier works as an RDS project coordinator, responsible for streamlining communications between property owners, RDS inspection teams and municipal officials, in addition to conducting Remote Virtual property inspections for more than 35 municipalities. She is a graduate of Brookdale Community College and Red Bank Regional High School. Julia previously worked in guest services at Monmouth Park Race Track in Oceanport, NJ.

RDS CURRENT REASSESSMENT/REVALUATION INSPECTION PROJECTS

The following is a list of RDS' projects, with completion dates for each current/last project cycle:

Aberdeen Township	2023
Allenhurst Borough	2024
Asbury Park City	2023
Atlantic Highlands	2024
Bound Brook Borough	2023
Bradley Beach Borough	2023
Brielle Borough	2024
Carteret Borough	2025
Colts Neck Township	2023
Eatontown Borough	2025
Englishtown Borough	2028
Fair Haven Borough	2026
Farmingdale Borough	2024
Freehold Borough	2027
Freehold Township	2027
Hazlet Township	2018
Highlands Borough	2024
Holmdel Township	2022
Howell Township	2023
Interlaken Borough	2023
Keansburg Borough	2026
Keyport Borough	2024
Lake Como Borough	2025

Little Silver Borough	2023
Loch Arbour Village	2022
Manalapan Township	2028
Monmouth Beach	2024
Mt. Olive Township	2021
Neptune Township	2024
Neptune City	2024
Ocean Township	2026
Oceanport Borough	2025
Red Bank Borough	2025
Roosevelt Borough	2028
Rumson Borough	2023
Sea Bright Borough	2025
Sea Girt Borough	2024
Shrewsbury Borough	2028
Shrewsbury Township	2028
Spring Lake Heights	2025
Tinton Falls Borough	2023
Union Beach Borough	2024
Upper Freehold Township	2024
West Long Branch Borough	2028

RDS has also completed projects for reassessments in the municipalities of Deal, Marlboro, Middletown, Hazlet, Matawan, Allentown and Avon.

Asbury Park can contact the Tax Assessors in any of the above municipalities for references pertaining to RDS' work. In addition, the City's Tax Assessor has worked extensively with RDS.

On a combined basis, RDS and Realty Appraisal have completed inspection/data collection, reassessment and revaluation projects on behalf of more than 200 municipalities across 18 New Jersey counties, including 50 of Monmouth County's 53 municipalities.

CITY OF ASBURY PARKEXCEPTIONS

In the space below list any/all exceptions to these specifications that you will not be providing.

The Municipality reserves the right to accept or reject Proposals and to award the Contract based upon the best interests of the Borough. If there are NO EXCEPTIONS, state "NONE."

1. **NONE**

2.

REALTY DATA SYSTEMS LLC

SUBMITTED BY:


Daniel Kelly, Member

DATED:

January 20, 2024

APPENDIX ACITY OF ASBURY PARK
PROPERTY CLASSIFICATION SUMMARY

<u>CLASS PROPERTY CLASSIFICATION</u>	<u>NUMBER OF LINE ITEMS</u>
1 VACANT LAND	215*
2 RESIDENTIAL (4 FAMILY OR LESS)	3488
3A FARM REGULAR	0
3B FARM QUALIFIED	0
4A COMMERCIAL	343
4B INDUSTRIAL	2
4C APARTMENTS/MULTI FAMILY	125
15A EXEMPT PUBLIC SCHOOL	12
15B EXEMPT OTHER SCHOOL	4
15C EXEMPT PUBLIC PROPERTY	85
15D EXEMPT CHARITABLE	73
15E EXEMPT CEMETERIES	0
15F EXEMPT MISC.	645
TOTAL	4,992

NOTES: *Approximately 165 Residential PILOT properties have, both, a class 15F (exempt other) and a class 1 (vacant land) designation. The count of 165 has been removed from the class 1 category above. Though there are two line items each in the MODIV, only one inspection (with three attempts) is required and being requested for the said units

APPENDIX B

CITY OF ASBURY PARK

LIST OF SUPERVISOR(S) TO BE RESPONSIBLE (IN CHARGE) OF ENTIRE PROJECT*
(PROVIDE SEPARATE SHEET, IF NEEDED)

Daniel Kelly, Project Manager

Anthony Carasia, Field Supervisor

Julia Maier, Project/RV Coordinator

APPENDIX C

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

CITY OF ASBURY PARK

BACKGROUND INVESTIGATION RELEASE

POLICE DEPARTMENT CONSENT FORM

The undersigned hereby authorized the Municipality or any of their agents, representatives, or employees to obtain information concerning my personal background, including my driving record or any criminal record I may have, whether by utilizing the resources of the Federal and State governments (including but not limited to the NCIC and SCIC computer networks) or any other investigative sources.

Alternatively, the Company is providing completed background checks to the Assessor and the Municipality's Police Department, as required.

NAME (PLEASE PRINT OR TYPE)

DRIVER LICENSE NUMBER

LICENSE PLATE #

VEHICLE MAKE / MODEL

SIGNATURE

WITNESS

APPENDIX D

CITY OF ASBURY PARK

SCHEDULE OF COMPLETION AS PER THE REQUIREMENTS OF THE ASSESSMENT
 DEMONSTRATION PROGRAM
 S1213-A1591 (P.L. 2013, c.15)

ASSESSMENT FUNCTIONDUE DATE/RESPONSIBLE PARTY

Annual Completion and Submission of Data Collection and Verification for (a)	December 31 / Company
Completion and Submission of Data Collection and Verification for <u>Added/Omitted Properties</u> , as provided by the Assessor by June 1 (b)	September 1 / Company
Completion and Submission of Data Collection and Verification of <u>Farmland Assessments</u> (if applicable)	September 1 / Company
Submission to the Company of Final Added/Omitted Property List by the Assessor (or MOD IV Permit File, if updated/available)	June 1 / Assessor
Submission to the Company of election for Added/Omitted and/or Farmland Inspections	March 1 / Assessor
Mailing of Notification Cards to Property Owners	Minimum two (2) weeks prior to commencement of inspections / Company (c)
Submission to the Assessor of Pre-Inspection Requirements: Notification Mailings, Door Tags, Background Checks and Insurance Certificates.	Prior to the commencement of inspections / Company

(a) Subject to the provisions and exceptions set forth in Section 15.

(b) Due Date only applicable to Added and Omitted property lists provided to the Company by June 1.

(c) Unless a different time frame is directed by the Assessor pursuant to Section 15.

APPENDIX ECITY OF ASBURY PARK
COST PROPOSAL FOR 5-YEAR INTERNAL INSPECTION PLAN

Please provide the Company's fees of data collection and data verification via internal inspection.

CLASS

1	VACANT LAND	\$ <u>33</u> PER PARCEL
2	RESIDENTIAL (4 FAMILY OR LESS)	\$ <u>33</u> PER PARCEL
3A	FARM REGULAR	\$ <u>N/A</u> PER PARCEL
3B	FARM QUALIFIED	\$ <u>N/A</u> PER PARCEL
4A	COMMERCIAL	\$ <u>33</u> PER PARCEL
4B	INDUSTRIAL	\$ <u>33</u> PER PARCEL
4C	APARTMENTS	\$ <u>33</u> PER PARCEL
15A	EXEMPT PUBLIC SCHOOL	\$ <u>33</u> PER PARCEL
15B	EXEMPT OTHER SCHOOL	\$ <u>33</u> PER PARCEL
15C	EXEMPT PUBLIC PROPERTY	\$ <u>33</u> PER PARCEL
15D	EXEMPT CHARITABLE	\$ <u>33</u> PER PARCEL
15E	EXEMPT CEMETERIES	\$ <u>N/A</u> PER PARCEL
15F	EXEMPT MISC.	\$ <u>33</u> PER PARCEL

APPENDIX F

CITY OF ASBURY PARK
COST SUMMARY FOR ADDED/OMITTED ASSESSMENT INSPECTION SERVICES

Please provide the Company's fees for inspection/data collection associated with Added/Omitted Assessments, including any sub-categories within each property class.

<u>Class 2 Residential Properties:</u>		\$ 40.00
New Construction		\$ 60.00
New Construction over 4,000 SF		\$ 80.00
<u>Class 4A Commercial Properties:</u>		\$150.00
New Construction	<15,000 SF	\$200.00
	>15,000 SF	\$300.00
<u>Class 4B Industrial Properties:</u>		\$200.00
New Construction	<15,000 SF	\$250.00
	>15,000 SF	\$400.00
<u>Class 4C Apartment Houses:</u>		
5-20 Families Inclusive		\$250.00
21-50 Families		\$500.00
+50 Families		Separate Agreement
<u>Class 15:</u>		\$150
New Construction	<15,000 SF	\$200.00
	>15,000 SF	\$300.00

All inspections require digital photography date-stamped and encoded with the parcel identification in accordance with the Monmouth County indexing convention.

ADDITIONAL INFORMATION

21. Listing of Subcontractors: **None**

22. List of Key Employees

Our Professionals

Please note that bios for our office and field staffs can be found at www.rdsnj.com.

All RDS personnel are 21 years of age or older and have extensive experience (greater than 1 year and exceeding 150 hours of in-service training) working in multiple municipalities and across all property classes in their respective areas of responsibility, including but not limited to: physical/RV inspections, data auditing, project outreach/customer service and property valuation.

Field and RV inspectors complete 80 hours of in-office training and a minimum of 160 hours being trained in the field while paired with experienced inspectors working on active projects, prior to conducting any individual inspections.

Consistent with our firm's mission to employ veterans, nearly 30% of our positions since the firm's founding have been filled by military and law enforcement veterans, or by personnel who have worked on behalf of veteran organizations.

Michael Panter, Esq.

Michael Panter has been an attorney, investment banker and corporate executive in New Jersey and New York, and handled more than 400 tax assessment cases in Middlesex and Monmouth counties from 2009 to 2013 with a 99% success rate.

Prior to forming RDS, he was a Vice President in the investment banking division of Citigroup/Salomon Smith Barney; the co-founder an investment advisory firm which oversaw more than \$800 million in private pension assets; a corporate and mergers/acquisitions attorney for Paul Hastings LLP (formerly Battle Fowler LLP); and a member of the New Jersey State Assembly (2004-2008) representing the 12th Legislative District in Monmouth and Mercer Counties.

His efforts have been featured in national publications ranging from the *New York Times* to *Stars and Stripes*, *Variety* and the *Hollywood Reporter*, and he has appeared on programs such as NPR's All Things Considered and Fox News Channel's Hannity & Colmes.

Michael earned his Bachelor of Arts *magna cum laude* from Syracuse University, where he was elected to Phi Beta Kappa and funded his education by working with the United States Army, and his Juris Doctorate from Harvard Law School.

He plays a leading role in a variety of community and charitable organizations and is a resident of Shrewsbury, NJ.

Neil Rubenstein - SCRREA, C.T.A.

Neil Rubenstein has been a practicing/mass appraiser of real estate for more than 35 years. He has spent a significant portion of his career engaged in data collection and the mass appraisal field, specifically as it relates to municipal revaluations. He has supervised projects for all types of municipalities, including urban centers, suburban communities, and rural districts.

Neil is a Certified Appraiser and Certified Tax Assessor and serves as Tax Assessor in the municipalities of Haworth and Midland Park, NJ in Bergen County and Westfield, NJ in Union County.

He received his Bachelor of Arts from Muhlenberg College and has continued his education in a variety of tax assessment and real estate appraisal programs through Rutgers University, the NJ Division of Taxation and the Appraisal Institute of Real Estate Appraisers.

Both Neil and Steven Rubenstein have also completed multiple revaluations/reassessments in the City of Asbury Park and are very familiar with its properties.

Steven Rubenstein - MAI, SCGREA, C.T.A.

Steven Rubenstein has been mass appraising property and performing data collection services since 1986. He has given testimony before the county tax boards of Monmouth, Middlesex, Morris, Bergen, Passaic, Hudson, Sussex, and Ocean Counties, as well as before the Tax Court of New Jersey.

Steven is a Certified Tax Assessor and Certified General Appraiser (retired) and is a member of the Appraisal Institute and Bergen County Association of Assessors. He has served as a guest speaker and panelist at numerous conferences and boards, and as the Tax Assessor in the municipalities of Glen Rock and Wood-Ridge, NJ and continues to work with RDS as a consultant.

Steven graduated from Boston University and has continued his education through a variety of seminars and courses given by the Appraisal Institute of Real Estate Appraisers.

Brian Smith – SCGREA, C.T.A.

Brian Smith has been engaged in mass appraisal for more than 30 years for municipal revaluations and reassessments, in addition to performing municipal appeal defense work before County Tax Boards and the New Jersey State Tax Court. He served as an appraiser for more than two decades with Realty Appraisal Company (West New York, NJ) and as the President of World Appraisal of NJ (Berkeley Heights, NJ).

Brian is a Certified General Appraiser and serves as the Tax Assessor in the municipalities of Emerson, NJ in Bergen County and the Assistant Tax Assessor in Westfield, NJ in Union County.

He graduated from Rutgers University and has continued his education by completing a wide variety of courses through the Appraisal Institute – the largest professional organization for real property appraisers.

Daniel Kelly, C.T.A.

Dan Kelly has been involved in the financial industry in a wide range of capacities for more than 25 years and served as a Commissioner on the Monmouth County Board of Taxation from 2005 through 2013, including a term as the Board President.

He is a Certified Tax Assessor, the co-founder of an investment firm specializing in hospital pension plans and wealth management, and previously served as the Chief Operating Officer and head of fixed income for a national advisory firm.

Dan has overseen real property inspections on behalf of more than 50 municipal governments for reassessment and revaluation projects over a 10-year period, which have included over 800,000 property visits to residential, commercial, industrial, farmland, tax-exempt and other asset classes.

He is an active volunteer with many youth sports programs and charitable organizations, in addition to his local school system, church and team of first responders. He is a resident of Shrewsbury, NJ.

Anthony Carasia

Anthony Carasia serves as a Field Supervisor for RDS and is a lifelong resident of Monmouth County and a graduate of Rumson-Fair Haven Regional High School. He studied at Moravian College, where he was also a student athlete, and enjoyed a long career in financial services.

He has over 6 years of experience supervising residential and commercial property inspection projects in many of New Jersey's largest municipalities for reassessment and revaluation projects.

Anthony Guglielmi

Anthony Guglielmi serves as a Field Supervisor for RDS and is a veteran of the New York City Police Department where he worked as a Police Academy instructor. He has served in the Brooklyn North Task Force, the Organized Crime Control Bureau, and the Major Case Squad – Special Investigation Division.

He has over 5 years of experience supervising residential and commercial property inspection projects in many of New Jersey's largest municipalities for reassessment and revaluation projects, is a licensed private detective and a graduate of John Jay College of Criminal Justice.

Julia Maier

Julia Maier works as an RDS project coordinator, responsible for streamlining communications between property owners, RDS inspection teams and municipal officials, in addition to conducting Remote Virtual property inspections for more than 35 municipalities. She is a

graduate of Brookdale Community College and Red Bank Regional High School. Julia previously worked in guest services at Monmouth Park Race Track in Oceanport, NJ.

23. List of current revaluation, reassessment and/or inspection projects under contract, with completion dates

Aberdeen Township	2023
Allenhurst Borough	2024
Asbury Park City	2023
Atlantic Highlands	2024
Bound Brook Borough	2023
Bradley Beach Borough	2023
Brielle Borough	2024
Carteret Borough	2025
Colts Neck Township	2023
Eatontown Borough	2025
Englishtown Borough	2028
Fair Haven Borough	2026
Farmingdale Borough	2024
Freehold Borough	2027
Freehold Township	2027
Hazlet Township	2018
Highlands Borough	2024
Holmdel Township	2022
Howell Township	2023
Interlaken Borough	2023
Keansburg Borough	2026
Keyport Borough	2024
Lake Como Borough	2025
Little Silver Borough	2023
Loch Arbour Village	2022
Manalapan Township	2028
Monmouth Beach	2024
Mt. Olive Township	2021
Neptune Township	2024
Neptune City	2024
Ocean Township	2026
Oceanport Borough	2025
Red Bank Borough	2025
Roosevelt Borough	2028
Rumson Borough	2023
Sea Bright Borough	2025
Sea Girt Borough	2024
Shrewsbury Borough	2028
Shrewsbury Township	2028
Spring Lake Heights	2025
Tinton Falls Borough	2023
Union Beach Borough	2024
Upper Freehold Township	2024
West Long Branch Borough	2028

24. List of revaluation, reassessment and/or inspection projects submitted to municipalities within the past six months. **All proposals submitted in the past six months are included as active projects above.**
25. Copies of Financial Statements from the last two years: **Attached below**
26. A statement of whether any litigation and/or ethics charges involving the firm and/or individual has occurred during the past five years and, if so, explain in detail the nature of such litigation and/or ethic charge and the results thereof. If there are "none", then the statement must reflect that.
- None. There has been no litigation and/or ethics charges involving the firm and/or any individual holding a membership interest in the firm during the past five years.**
27. List of property inspection and data collection projects performed within the past 5 years and highlight and such that were performed in Monmouth County. **Included above.**

COPIES OF FINANCIAL STATEMENTS

Realty Data Systems LLC
Profit & Loss
 January through December 2023

	<u>Jan - Dec 23</u>
Ordinary Income/Expense	
Income	
Sales Income	1,210,430.55
Total Income	1,210,430.55
Gross Profit	1,210,430.55
Expense	1,074,565.65
Net Ordinary Income	135,864.90
Other Income/Expense	
Other Income	39,704.06
Net Other Income	39,704.06
Net Income	<u>175,568.96</u>

Expenses include member salaries and associated taxes.

2023 Sales Income includes 2024 projects completed in 4Q 2023 and invoiced January 2024 per client budget requests.

Realty Data Systems LLC
Profit & Loss
 January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
Sales Income	1,025,879.15
Total Income	1,025,879.15
Gross Profit	1,025,879.15
Expense	1,008,265.84
Net Ordinary Income	17,613.31
Other Income/Expense	
Other Income	30,788.00
Net Other Income	30,788.00
Net Income	48,401.31

Expenses include member salaries and associated taxes.

Realty Data Systems LLC
Balance Sheet
 As of December 27, 2023

	<u>Dec 27, 23</u>
ASSETS	
Current Assets	
Checking/Savings	22,111.49
Accounts Receivable	193,293.80
Other Current Assets	<u>1,906.20</u>
Total Current Assets	217,311.49
Fixed Assets	
2 Majestic Ave, Lincroft	<u>715,645.38</u>
Total Fixed Assets	<u>715,645.38</u>
TOTAL ASSETS	<u><u>932,956.87</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	67,076.75
Long Term Liabilities	<u>362,466.30</u>
Total Liabilities	429,543.05
Equity	<u>503,433.82</u>
TOTAL LIABILITIES & EQUITY	<u><u>932,976.87</u></u>

Current Assets include accounts receivable for 2024 projects completed in 4Q 2023 and invoiced January 2024 per client budget requests.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-117

Resolution authorizing a contract with Air System Maintenance for a new heating & cooling unit needed at the Transportation and Social Services building in the amount of \$15,930 utilizing Transportation funds. Second quote received from Air Care NJ = \$17,750.00



RESOLUTION NO. 2024-117

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

RESOLUTION AUTHORIZING A NEW HEATING & COOLING UNIT NEEDED AT THE TRANSPORTATION AND SOCIAL SERVICES BUILDING

WHEREAS, the City has a need to replace the existing heating and cooling unit at the Transportation and Social Services building; and

WHEREAS, the City has solicited and obtained two quotes from Air System Maintenance, Inc. and Air Care New Jersey, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding Air System Maintenance, Inc. a contract for a new heating and cooling unit needed at the Transportation and Social Services building in the amount of \$15,930.00; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the CFO has certified that funds are available in the in the following Transportation account number 4-06-55-502-000-222. The maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth and State of New Jersey authorize a contract with Air System Maintenance, Inc. for the replacement of a heating and cooling unit needed at the Transportation and Social Services building in the amount of \$15,930.00; and

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

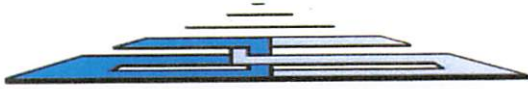
BE IT FURTHER RESOLVED that the City Clerk shall provide a certified copy of this Resolution to the City Manager, CFO, Director of Capital Projects and Public Facilities Director of Purchasing.

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

NO. 2024-117 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



Air Systems Maintenance

718 Jefferson Ave
Kenilworth, N.J. 07033
Phone - 908.241.1555
Fax - 908.241.8111

Proposal

Proposal No: 24 8522
Date: February 2, 2024

<u>Proposal Submitted To:</u>		<u>Work to be Performed at:</u>	
Bill To:	Asbury Park Municipal	Location:	Transportation/Social Services
Address:	1 Municipal Plaza	Address:	Main and Cookman Ave.
City/State:	Asbury park NJ 07712	City/State:	Asbury Park NJ 07712
Attention:	Robert Bianchini	Contact:	Robert Bianchini
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	<----

Salesperson	Email Address	Project
Mark R.	Mredding@airsystemsmaintenance.com	Trane Rooftop Unit Replacement

We Hereby Propose to Furnish Materials and Labor for the Following:

The Replacement of (1) Trane Rooftop Heating/Cooling Unit at The Listed Transportation Address. Isolate Existing Units Electric and Gas Lines, Disconnect Both, Use a Crane to Lift Unit From Roof. Set New Adapter Curb and Replacement Unit in Same Location Using Rented Crane. Reconnect/Adapt to Existing Gas and Electric Lines, Reconnect Control Wiring. Energize Unit, Bleed Gas Line, Start, Test and Check New Unit Operation in All Modes. Perform Final Cleanup of Work Area and Complete Job Paperwork.

Exclusions: Any Overtime/Off Hours Labor, Any Permit Fees if Incurred, Any Street Closure Fees
All Work To Be Done During Normal Working Hours Mon-Friday 7:00 a.m. - 3:30 p.m.

Price Expires in 30 days	Total.....	\$15,930.00
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Proposal Includes:	Acceptance of Proposal:
All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for the sum not to exceed :\$ 15,930.00	The above prices, specifications and conditions are satisfactory and hereby accepted. Your are authorized to complete this contract as specified. Payment will be made as outlined.

Mark Redding Mark Redding, Project Manager		Signature: _____
Date: February 2, 2024		Print Name: _____
		Date Of Acceptance: _____

Attachment: HEATING & COOLING UNIT QUOTES (2024-117 : Resolution authorizing a contract for a new heating/cooling unit the



Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

February 5, 2024

RE: The Replacement of (1) 3 Ton Trane Rooftop Heating/Cooling Unit.

We are pleased to submit our quotation for the replacement of (1) Trane Rooftop Unit at the Transportation /Social Services Bldg.

Included is as follows:

- All Necessary Disconnecting and Reconnecting of Wiring and Gas lines.
- Provide and install (1) 3 Ton Heat/Cool Rooftop Unit Made by Trane
- Provide Crane for the Rigging of new and old units.
- Provide all necessary Adapter Curb and sealing tape.
- Check operation of Unit at startup.
- Provide warranty on parts and labor for a period of (1) year from installation date.

This work will be in the amount of..... \$ 17,750.00

Thank You for the Opportunity

Kevin O'Connor P.M.

Air Conditioning - Heating - Refrigeration - Controls - Boilers - Energy Management
NJ License: 13VH003996300 - New Castle County. DE License: UT2700

Attachment: HEATING & COOLING UNIT QUOTES (2024-117 : Resolution authorizing a contract for a new heating/cooling unit the



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-118

Payment of \$31,776 for public facility upgrades to Community Affairs Resource Center with Community Development Block Grant funds.



RESOLUTION NO. 2024-118

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

RESOLUTION AUTHORIZING PAYMENT TO COMMUNITY AFFAIRS RESOURCE CENTER FOR A PUBLIC FACILITY UPGRADE THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, Community Affairs Resource Center, located at 913 Sewall Avenue, Asbury Park, is a non-profit agency, that the City of Asbury Park has agreed to provide funding for a public facility upgrade; and

WHEREAS, the City of Asbury Park received pricing from Carl's Fencing Decking Home Improvements and Fences by Dente; and

WHEREAS, the total cost of \$31,776 will include the following:

- Removal and disposal of a Chain Link Fence
- Installation of a new Industrial Grade Aluminum Fence

WHEREAS, the current fencing does not prevent the loitering and trespassers from leaving drug paraphernalia, sleeping bags and other explicit items on the property. New fencing will help prevent these circumstances, and provide a safe perimeter of the building; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts: T-17-76850-850-012, T-17-80-850-850-010, T-17-81-850-850-010 and T-17-82-850-850-008 of the official budget to which will be charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$31,776 for public facility upgrades to Community Affairs Resource Center with Community Development Block Grant funds.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-118 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

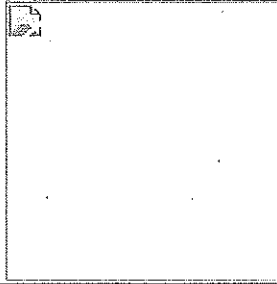
CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

1579 Route 9
Toms River, NJ 08755
Phone: (732) 505-1749
Fax: (732) 505-1552
www.bycarls.com

Generated on 01/17/2024 2:07 pm

C23-03904-3
PROPOSAL / CONTRACT



Job Name: Aluminum Fence @ Community Affairs & Resource Center	Office #: 732-774-3282	Date: 2024-01-17
Job Site: 913 Sewall Avenue	Cross Street: Langford Street	
City: Asbury Park	State: NJ	Zip: 07712
Site Supervisor Beatriz Oesterheld	Cell #: (732) 673-1411	County: Monmouth County
		Fax #:

[SJS]

REMOVE AND DISPOSE

Approximately 30 L/f of 6'h chain link fence

SUPPLY AND INSTALL

Approximately 110 L/F of 6'high Industrial Grade Aluminum Fence

Approximately 101 L/F of 4' high Industrial Grade aluminum Fence, to include

One 18'w x 4'h Manual Aluminum Cantilever Gate

One 4'w x 4'h Walk Gate

One 16'w x 4'h Double Drive Gate

Four 4" ss40 bollards to protect cantilever gate and gate post

CUSTOMER IS RESPONSIBLE FOR REMOVING TREES AND CLEARING THE FENCE LINE PRIOR TO INSTALLATION

Price is based on Open Shop Labor

* All Electrical Grounding and/or Bounding By Others

Markout #:

Total Contract Amount:
\$31,776.00

Deposit:
\$15,888.00

Balance:
\$15,888.00

Company/Billing Information:

Company Name:
Community Affairs Resource Center

Purchase Order #:

Billing Address:
913 Sewall Avenue, Asbury Park, NJ, USA

Project Manager:
Beatriz Oesterheld

Cell #:
(732) 673-1411

Accounting Representative:

Phone #:

Payment Terms

☒ **Upon Completion** ☐ **10 Days** ☐ **Other (specify):**

CONDITIONS PRINTED ON THE REVERSE SIDE ARE MUTUALLY UNDERSTOOD TO FORM PART OF THIS CONTRACT

Special Items to consider:	Yes		Yes		Yes
Clearing	☐	Jackhammer	☐	Electric on Job	☐
Take Down	☐	Core Drill	☐	Water on Job	☐
Take Away	☐	Flange Plates	☐	Quick cut	☐

The customer is responsible for any permits or variances. We propose to furnish and install fencing material (or material only) in accordance with the conditions and terms listed. The fence line and grade are to be located by the property owner. **CUSTOMER ASSUMES FULL RESPONSIBILITY FOR LOCATION OF FENCE** and agrees to, at customer's sole expense, defend and hold Pizzo Contracting Inc harmless respecting claims or encroachment, claims of damage to any and all underground facilities, and/or any other claims brought on account of the work herein above described. **NO WARRANTY ON WOOD PRODUCTS.** Customer is also responsible for clearing and marking of all property lines. Customer must be at home for entire installation of fence. This means: **THE ACTUAL DECISION MAKER, AS TO THE DESIGN OF THE FENCE LOCATION, MUST BE HOME UPON INSTALLATION DAY.**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving costs, will be executed only upon written orders, and will become an extra over and above the estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. All materials used are standard and accepted within the fence industry. **WARRANTY IS VOID IF SIGN IS REMOVED OR REFUSED.** Payments made by credit card will be charged a 1.7% handling fee.

FENCES BY DENTE, INC.

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



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

6 or 12 MONTHS - 0% INTEREST

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

COMMUNITY AFFAIRS & RESOURCE
CENTER

ATTN: BEATRIZ OESTERHELD
913 SEWELL AVE, ASBURY PARK
P: 732-673-1411
boesterheld@carcnj.org

Estimate

Date	Estimate #
3/8/2023	7947

Job Site	Rep	P.O. No.	Terms
	EJD		Deposit/Bal on Completion

Description	Qty	Rate	Total
THE FOLLOWING PRICING IS BASED ON THE CUSTOMER REMOVE TWO LARGE TREE STUMPS, BRANCHES, AND BUSHES BY THE TELEPHONE POLE ON THE NORTH SIDE PRIOR TO INSTALLATION. SUPPLY AND INSTALL 6FT HIGH CHAIN LINK FENCE WITH ONE WALK GATE AND TWO 20FT WIDE SLIDE GATES. THE FENCING WILL HAVE GALVANIZED PIPE FRAMEWORK AND THE CUSTOMER CAN CHOOSE BETWEEN BLACK OR GREEN COLOR 2" X 9GA X 6FT CHAIN LINK WIRE. TOTAL COST: \$38,500.00 ALL FENCE LINES WILL BE AS DISCUSSED AND A DRAWING WITH FOOTAGE WILL BE SUPPLIED UPON SIGNING OF CONTRACT. THE CUSTOMER MUST SUPPLY A COPY OF THE PROPERTY SURVEY PRIOR TO INSTALLATION. MATERIAL IS IN STOCK AND A 50% DEPOSIT IS REQUIRED. WE CAN PROCEED WITH INSTALL WITHIN 1-2 WEEKS AFTER RECEIVING A DEPOSIT, WEATHER PERMITTING. CUSTOMER TO OBTAIN ANY PERMITS. DUE TO THE CURRENT VOLATILE MARKET, ANY MATERIAL PRICE INCREASES FROM THE MANUFACTURER WILL BE PASSED ON TO THE CUSTOMER. WE ARE UNABLE TO HOLD PRICING. PLEASE CONTACT MY OFFICE WITH ANY FURTHER QUESTIONS.	1	38,500.00	38,500.00
NJ CONTRACTOR REG. #13VH00629700		Sales Tax (6.625%)	\$0.00
ALL PRICES ARE VALID FOR THIRTY DAYS. ESTIMATE IS BASED ON A FLAT & ACCESSIBLE SITE, NO JACK HAMMERING, CUTTING OR CLEARING OF TREES OR VEGETATION. PRICES DO NOT INCLUDE THE REMOVAL OF SOIL FROM DIGGING THE POST HOLES. THE SOIL CAN BE DISPERSED AROUND THE PROPERTY AT NO CHARGE OR ADD \$15.00 PER POST HOLE FOR REMOVAL.			Total \$38,500.00
E-mail info@fencesbydente.com		Website Website: www.fencesbydente.com	

Attachment: Invoice for Carl's Fencing Decking Home Improvements 2-2024 (2024-118 : Resolution Authorizing Payment to Community Affairs



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-120

Resolution appointing the firm of Community Grants, Planning & Housing to serve as Housing Rehabilitation Program Administrator for 2024. Rate and fee schedule attached.



RESOLUTION NO. 2024-120

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

RESOLUTION APPOINTING THE FIRM OF COMMUNITY GRANTS, PLANNING & HOUSING TO SERVE AS HOUSING REHABILITATION PROGRAM ADMINISTRATOR AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) has a need to appoint a Housing Rehabilitation Program Administrator for 2024; and

WHEREAS, the Mayor and Council have determined to appoint the firm of Community Grants, Planning & Housing (“CGP&H”) as Housing Rehabilitation Program Administrator for 2024; and

WHEREAS, the services to be provided by the firm are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Housing Rehabilitation Program services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the CGP&H has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies that the firm has not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the firm from making any reportable contributions through the term of the contract; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2024, and expiring on December 31, 2024, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;

and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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

1. Community Grants, Planning & Housing is hereby appointed to serve as the 2024 Housing Rehabilitation Program Administrator.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and CGP&H.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Lillian L. Nazzaro, Esq., City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Tracy Lizardi, Director of Purchasing
 - d. Community Grants, Planning & Housing
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-120 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the City of Asbury Park (hereinafter referred to as "City"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the City and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the City Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2024 for a period of twelve (12) months terminating at the close of business on the 31st day of December, 2024. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and City Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the City that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
 5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the City of Asbury Park during the period set forth herein above.
 6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the City of Asbury Park as evidenced by a duly adopted Resolution.
 7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the City showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the City of Asbury Park harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
 8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the City of Asbury Park Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

CITY OF ASBURY PARK

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

WITNESS:

CGP&H, LLC

NAME: _____

NAME: Randall Gottesman, PP

TITLE: _____

TITLE: President

DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

The fee tables on the following pages delineate the fee structure for each fee category above. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

See the following pages for a detailed breakdown of all fees.

Housing Rehabilitation Program Administration Services	
1. Ongoing Day-to-Day Program Administration	Monthly flat fee of \$950 per month for a total of \$11,400 per contract year.
2. Direct Costs	\$300 not to exceed per year.
Additional services as requested	Billed hourly at the blended rate of \$132 per hour. <i>Budget for these services will depend on scope of additional services requested by the municipality. CGP&H will not bill any time towards this line item without written authorization from the municipality.</i>

- 1. Ongoing Day-to-Day Program Administration:** includes but is not limited to contractor outreach, intake of new interested contractor applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research, maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, doing minor updates to program manual and forms as needed and all other Housing Rehabilitation administrative tasks. The following services are not included within the retainer and will require additional authorization to proceed: preparation for and presentation to community as a whole or community sub-groups at request of municipality.
- 2. Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs, postage, mailings, poster production, expedited mailings or messenger services, county filing/recording fees, etc. This does not include paid advertising.

Housing Rehabilitation Program Case Management

1. Milestone 1: Eligibility Determination	Flat fee of \$1,280 payable upon certification of applicant's eligibility. Discounted flat fee of \$850 for each additional unit within a multi-family dwelling.
2. Milestone 2: Loan Closing	Flat fee of \$3,400 payable upon execution of construction documents. Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.
3. Milestone 3: Final Inspection	Flat fee of \$2,120 payable upon satisfactory final inspection. Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
4. Title Search Fee	\$100 per property
5. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.

- Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period.

Lead Risk Assessment and Testing Services if requested by municipality	
1. Lead Risk Assessment and Report	Flat fee of \$600 per unit (includes dust wipes and soil sample as needed)
2. Lead Clearance Testing	Flat fee of \$330 per unit.
3. Direct Costs for Lead Clearance Lab Tests	Flat fee of \$15 per dust wipe and soil sample

- 1. Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.
- 2. Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.
- 3. Direct Costs for Lead Clearance Lab Tests:** Per each dust wipe and soil sampling needed for an applicable property lead clearance. Typically, no more than 12 samples per lead clearance. This price includes shipping from the lab.

Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

CIRCUMSTANCE	CONTRACTOR PENALTY
1. Failed Final Inspection	\$375 per failed inspection paid by the contractor directly to CGP&H. \$300 for repeat lead clearance if needed.
2. Unjustified Construction Delays	\$50 per day paid by the contractor directly to CGP&H.

- 1. Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
- 2. Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

The following fees may apply to the Municipality only if the need arises:

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	\$850 flat fee per termination.
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will work to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	\$400 flat fee per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. *Municipality has the option to pass on this additional cost to the owner.	\$750 per re-verification of income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will r initial research to determine if partnering source is an option for the particular case, and if so, then coordinate with secondary funding source.	\$400 flat fee per case for initial research and coordination of partnering funds
If during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention, CGP&H will only proceed upon written authorization from the municipality. When a program participant or contractor contacts CGP&H directly, CGP&H will attempt to resolve it expediently, prior to seeking written authorization from the municipality.	\$400 flat fee per case for warranty claims or \$750 flat fee per case for contract disputes.
Cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will proceed with a re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	\$525 per case for re-bid process and \$525 per case for each additional needed loan closing and/or additional loan closing documents.

Exclusions:

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.

SCHEDULE B
N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302
- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE PRESIDENT

DATE _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-121

Resolution appointing Maraziti Falcon to serve as Special Conflict Counsel as it relates to the New Fire Department Headquarters and NJ Transit Easement. The blended rate shall be \$175.00 per hour.



RESOLUTION NO. 2024-121

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

**RESOLUTION APPOINTING THE FIRM OF MARAZITI FALCON, LLP , TO SERVE
AS SPECIAL CONFLICT COUNSEL TO OBTAIN AN EASEMENT WITH NEW
JERSEY TRANSIT FOR THE ASBURY PARK NEW FIRE DEPARTMENT
HEADQUARTERS, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH**

WHEREAS, the City of Asbury Park (the “City”) has a need to appoint a Special Conflict Counsel for 2024 with specific regards to the Asbury Park New Fire Department Headquarters and New Jersey Transit Easement; and

WHEREAS, the Mayor and Council have determined to appoint Joanne Vos, Esq. of the firm Maraziti Falcon, LLP as Special Conflict Counsel to obtain an Easement with New Jersey Transit for the Asbury Park New Fire Department Headquarters for 2024; and

WHEREAS, the services to be provided by the firm are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the firm has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies that the firm has not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the firm from making any reportable contributions through the term of the contract; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2024, and expiring on December 31, 2024, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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

1. Maraziti Falcon, LLP is hereby appointed to serve as Special Conflict Counsel for 2024 with specific regards to the Asbury Park New Fire Department Headquarters and New Jersey Transit Easement.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Maraziti Falcon, LLP.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Lillian L. Nazzaro, Esq., City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Tracy Lizardi, Director of Purchasing
 - d. Maraziti Falcon, LLC
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-121 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is by and between the **City of Asbury Park**, a Municipal Corporation in the State of New Jersey with an office located at One Municipal Plaza, Asbury Park, New Jersey 07712, and **Maraziti Falcon, LLP**, with its principal place of business at Maraziti Falcon, LLC, c/o Joanne Vos, Esq., 240 Cedar Knolls Road, Suite 301, Cedar Knolls, New Jersey 07927.

WHEREAS, the **City of Asbury Park** wishes to retain **MARAZITI FALCON, LLP** for the services of Joanne Vos, Esq., as Special Counsel to obtain an Easement with New Jersey Transit for the New Firehouse, for the year 2024; and

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties hereto agree as follows:

1. **Contract Documents.** The Contract Documents consist of the following:
 - (a) This Agreement.
 - (b) New Jersey State Business Registration;
 - (c) Valid Certificate of Employee Information Report;
 - (d) Affirmative Action Document – “For Goods and Professional Services”.
2. **Scope of Work.** **MARAZITI FALCON, LLP** agrees to provide the City of Asbury Park with the services as Special Counsel to obtain an Easement with New Jersey Transit for the New Firehouse. This agreement shall commence on January , 2024 and terminate on December 31, 2024, or until the appointment and qualification of a successor, whichever occurs last.
3. **Assignment.** This Agreement may not be assigned by **MARAZITI FALCON, LLP**.
4. **Compliance.** **MARAZITI FALCON, LLP** and all of its applicable employees shall comply with the requirements of P.L. 1975 C.127 (N.J.A.C. 17:27) regarding Affirmative Action regarding Equal Employment Opportunity and City of Asbury Park City Code, Section 2-76 Award of Public Contracts.
5. **Political Contribution Disclosure.** The within contract has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm’s subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Attorney’s eligibility to perform this contract, or will the Attorney or his Law Firm make a reportable contribution during the term of the within contract to any political party committee in the City if a member of that political party is serving in an elective public office of the City when the contract is awarded, or to any candidate committee

of any person serving in an elective public office of the City when the contract is awarded.

6. Other Terms. This agreement is subject to:
- a. This contract is for the services of Joanne Vos, Esq. who shall be counsel on the aforementioned matter. The blended rate shall be \$175.00/hour for attorney services (\$325.00/hour blended for attorneys when such fees are paid solely by private parties through reimbursement agreements), with no additional fees or charges allowed. These are the only hourly charges allowable under this agreement. The statement will include our fee for services rendered, and disbursements made on your behalf. Such disbursements may include, but not be limited to, computerized research fees (as billed to us), court costs and fees (as required), messenger and delivery fees (using least expensive service available), long distance telephone (as billed to us), and postage charges (as required), document reproduction (\$0.15/page) and transcript fees (as billed to us). Charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice. Said fees are in lieu of any and all other benefits, and neither the firm nor the attorney shall be considered an employee of the City of Asbury Park.
 - b. The contractor shall provide the City of Asbury Park with detailed monthly invoices. If **MARAZITI FALCON, LLP** is appointed as Special Counsel to the City in any other matter, the two matters and all billing thereunder shall be clearly distinguished on any invoices served on the City.
 - c. It shall be the contractor's obligation to obtain City Council approval, by way of a Resolution, approval of which shall be at the sole discretion of the City Council, prior to incurring costs above the not to exceed amount. As a temporary measure, and as necessary to protect the City's legal interests until the City Council has the opportunity to consider an increase in the not to exceed amount, the contractor may proceed with incurring costs with the prior written approval of Corporation Counsel, subject to any conditions included in the written approval.
 - d. The parties agree that submission of invoices by the Vendor in accordance with this Agreement is the sole responsibility of the Vendor. The Vendor agrees to submit any and all invoices for services within sixty (60) days of services being rendered; and, Vendor acknowledges that, due to the City's budgeting, appropriation, and fiscal affairs procedures, any invoices not submitted within sixty (60) days of services rendered will not be paid by the City, and the sums therein shall not be sought at law or in equity.
 - e. The City may terminate this contract immediately upon written notice to the contractor, subject only to payment for services rendered prior to service of the notice of termination. The contractor may terminate this contract in accordance with the New Jersey Rules of Professional Conduct.
 - f. Any single incident of waiver in the terms of this agreement shall not constitute a general or full waiver, and such waiver shall not be utilized to evidence waiver in any

other instance relating to this Agreement, or any other agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this _____ day of _____, 2024

ATTEST:

THE CITY OF ASBURY PARK

Lisa Esposito, RMC/CMR
City Clerk

By:

John Moor, Mayor

ATTEST:

MARAZITI FALCON, LLP

By:

Joanne Vos, Partner

The aforementioned Agreement has been reviewed and approved as to form.

Frederick Raffetto, Esq.
City Attorney

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause,

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 - 5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

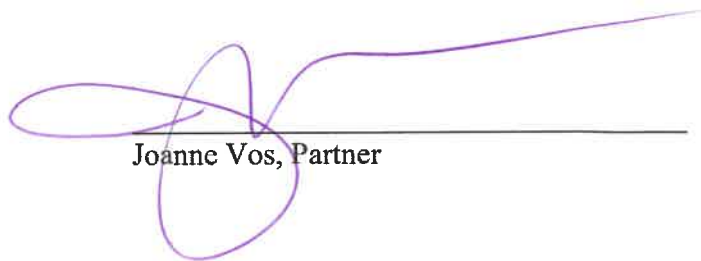
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

MARAZITI FALCON, LLP



Joanne Vos, Partner

DATED:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-122

Resolution authorizing a professional services contract to T&M Associates for Environmental Engineering Services for NJDEP Beach & Dunes Maintenance Permit in the amount of \$19,075.00 utilizing Beach O&E Funds.



RESOLUTION NO. 2024-122

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH T&M ASSOCIATES FOR PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES

WHEREAS, on January 25, 2024 the City of Asbury Park received a proposal for Professional Environmental Engineering Services for NJDEP Beach & Dune Maintenance Permit - Coastal General Permit No. 2 from T&M Associates; and

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

WHEREAS, the not-to-exceed cost for the professional services as outlined in the proposal shall not exceed \$19,075.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Beach Account 4-05-55-502-000-225; and the maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Asbury Park, County of Monmouth, State of New Jersey, hereby awards T&M Associates a professional environmental engineering service contract for NJDEP beach & dune maintenance permit as outlined in the scope of services provided on January 25, 2024 in a not-to-exceed amount of \$19,075.00.

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

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

NO. 2024-122 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

January 25, 2024

Via email

Ms. Lillian L. Nazzaro, Esq., City Manager
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

**Re: Proposal for Professional Engineering Services
 NJDEP Beach and Dune Maintenance Permit – Coastal General Permit No. 2**

Dear Ms. Nazzaro:

The New Jersey Department of Environmental Protection (NJDEP), Robert Clark, Region Supervisor, issued the enclosed warning letter to Mayor John Moor, dated December 1, 2023. NJDEP has indicated that the City of Asbury Park does not currently hold a valid Coastal General Permit No. 2 for Routine Beach and Dune Maintenance activities.

We are pleased to submit this proposal for professional Environmental Engineering services to prepare and submit an application on behalf of the City in order to obtain this required permit. As such, we offer the following scope of services and fee estimate for the City's consideration:

SCOPE OF SERVICES:

Regulatory review of the proposed project is under the jurisdiction of the NJDEP Division of Land Resource Protection. Accordingly, T&M will adhere to the NJDEP's regulatory requirements and will prepare all necessary permit applications. It is T&M's understanding the City of Asbury Park would like to obtain a permit for the ongoing routine beach maintenance activities conducted at the beach. Since the City has an approved a Municipal Public Access Plan (MPAP), the regulated activities comply with a Coastal General Permit No. 2 for regulated activities on a beach or dune.

In order to obtain the required approvals in the most expeditious manner, T&M will complete the following tasks:

Task 1 NJDEP Pre-Application Meeting

T&M will schedule and attend a pre-application meeting with the NJDEP Division of Land Resource Protection. The purpose of the pre-application meeting is to discuss the



Le: Lillian L. Nazzaro, Esq.
 Asbury Park City Manager

Re: NJDEP Coastal General Permit No. 2 – Beach & Dune Maintenance

overall application and maintenance activities with the NJDEP and discuss any potential permit issues that could arise during the review process. NJDEP Pre application meetings are held via Microsoft Teams. T&M will work with the NJDEP to schedule and set up the meeting.

TASK 2 NJDEP Coastal General Permit No. 2

A Coastal General Permit No. 2 authorizes the following activities on a beach and dune:

1. **Routine beach maintenance activities performed in accordance with N.J.A.C. 7:7-10.2;**
2. Emergency post-storm beach restoration performed in accordance with N.J.A.C. 7:7-10.3;
3. Dune creation and maintenance performed in accordance with N.J.A.C. 7:7-10.4; and
4. The construction of dune walkovers constructed in accordance with N.J.A.C. 7:7-10.4(e) and(f).
 - a) The activity shall not be conducted in any wetlands.
 - b) Public access to the beach shall be provided in accordance with the lands and waters subject to public trust rights rule, N.J.A.C. 7:7-9.48, and the public access rule, N.J.A.C. 7:7-16.9.
 - c) The activity is conducted in accordance with the Operation and Maintenance Manual associated with the Federal or State project, or where such manual does not exist, the activity does not compromise the design template of the engineered beach and/or dune.
 - d) The activity complies with any applicable management plan for protection of State and Federally listed threatened or endangered species, as approved by the Department and the USFWS, and/or the endangered or threatened wildlife or vegetation species habitat rule, N.J.A.C. 7:7-9.36.
 - e) As of November 5, 2015, the Department shall not approve authorization under this general permit to any municipality that does not have a department-approved municipal public access plan in accordance with N.J.A.C. 7:7-16.9(c) through (m)
 - f) The project cannot result in any adverse impacts to the beach and public access must continue as in its current state.



Le: Lillian L. Nazzaro, Esq.
 Asbury Park City Manager

Re: NJDEP Coastal General Permit No. 2 – Beach & Dune Maintenance

T&M proposes to coordinate with the NJDEP Division of Land Resource Protection and prepare an administratively complete CAFRA General permit application package that includes an executed Property Owner Certification Form, Endorsement from NJDEP Division of Coastal Engineering, Environmental Impact Statement and Compliance Report to address the Coastal Zone Management Rules (NJAC 7:7), site location maps, color photographs, NJDEP Natural Heritage Program Data Request, provide public notice documentation to all property owners within 200 feet of the site and digitally signed and sealed plans. T&M Associates will prepare NJDEP Permit Plans as required by the NJDEP which will include the property survey, MHWL elevation and limits of project activities.

Deliverables:

One copy of the complete application to the Municipal Clerk for Public Review. Digital copies of the application for NJDEP E-submission and City records.

Exclusions:

- The City is responsible for the NJDEP application fees.
- This proposal does not include a CAFRA IP application.
- This proposal does not include a threatened and endangered species study or cultural resource investigation.
- This proposal does not include an ACOE Application.
- This proposal does not include an in-water Waterfront Development Permit Application.
- This proposal does not include an Essential Fish Habitat Study.
- This proposal does not include a Tidelands License Application.

SCHEDULE OF FEES

All professional services outlined in the Scope of Services items above will be completed for the estimated fees as follows:

Task 1 – NJDEP Pre-Application Meeting	\$	1,575.00
Task 2 – NJDEP Coastal General Permit No. 2 Application	\$	16,500.00
Total T&M Application Preparation	\$	18,075.00
Estimated Permit Application Fees	\$	1,000.00
 TOTAL ESTIMATED PROJECT COST	 \$	 19,075.00

ASPKOH-16002
January 25, 2024
Page 4 of 4



Le: Lillian L. Nazzaro, Esq.
Asbury Park City Manager

Re: NJDEP Coastal General Permit No. 2 – Beach & Dune Maintenance

We are prepared to initiate the outlined scope of work immediately upon your authorization to proceed for the estimated fees outlined above.

Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City of Asbury Park.

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

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER
On Behalf of:
FRANCIS W. MULLAN
ASBURY PARK CITY ENGINEER

Accepted/Authorized by:
THE CITY OF ASBURY PARK

Lillian L. Nazzaro, Esq.
Asbury Park City Manager

Date

FWM:JDH:EN:jdH

Cc: *Via email to:*
JoAnn Boos, CFO
Tracy Lizardi, Purchasing Agent
Robert Bianchini, Director of Facilities & Capital Projects
Robert Faye, Construction Official
James Bonanno, Director of Transportation
Michele Alonso, Director of Planning & Redevelopment
Lisa Esposito, City Clerk
Frederick C. Raffetto, City Attorney

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State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF COASTAL AND LAND USE COMPLIANCE & ENFORCEMENT

Toms River Office

1510 Hooper Avenue, Suite 140

Toms River, New Jersey 08753

Tel. (732) 255-0787 • Fax. (732) 255-0877

PHILIP D. MURPHY

Governor

TAHESHA L. WAY

Lt. Governor

SHAWN M. LATOURE

Commissioner

December 1, 2023

CERTIFIED MAIL/RRR

9589 0710 5270 0878 5440 30

Asbury Park City
1 Municipal Plaza
Asbury Park, New Jersey 07712
Attn: John Moor, Mayor

Re: Warning Letter
NJDEP File #: PEA230001 - 1303-10-0001.1
Asbury Park Beach, Block 230, Lot 1;
Asbury Park City, Monmouth County, New Jersey

Dear Mayor Moor:

On November 29, 2023, a compliance evaluation was conducted by the Department of Environmental Protection's ('DEP') Bureau of Coastal and Land Use Compliance and Enforcement at the above referenced site. The compliance evaluation revealed that activities regulated by the State pursuant to the Coastal Area Facilities Review Act (N.J.S.A. 13:19-1 et seq.) and the regulations (N.J.A.C. 7:7-1 et seq.), have taken place on the site. These activities involve the following:

The performance of unauthorized regulated activities within a CAFRA area. The activities involve ongoing Beach and Dune maintenance activities without any approvals from this Department.

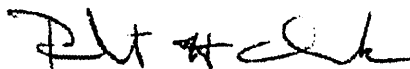
In accordance with the Act(s) and Regulation(s), these activities require prior approval from the DEP. No regulated activities including, but not limited to, filling, clearing or placement of structures should be further conducted within regulated coastal areas without prior permit approval from the DEP. For permit information and applications, please contact the DEP's Division of Land Resource Protection Program at (609) 777-0454 or at www.nj.gov/dep/landuse.

The purpose of this Warning is to advise you of the above potential violation and to provide you with an opportunity to voluntarily take corrective actions and to engage in discussions with the DEP. Please be advised that the DEP may continue to monitor the site for compliance, and we are available to provide guidance as needed.

[Type here]

Should you have any questions regarding this letter, or if you are unsure of the location of the regulated areas on your property, please contact Mr. John J Hanf Jr., Environmental Specialist III, at John.Hanf@dep.nj.gov or at the address or telephone number at the top of this correspondence.

Sincerely,



Robert Clark, Region Supervisor
Bureau of Coastal and Land Use Compliance and Enforcement

c: NJDEP /DLRP
Ms. Donna M. Vieiro, City Manager of Asbury Park

Attachment: T&M ENVIRONMENTAL ENGINEERING PROPOSAL (2024-122 : Authorizing a Professional Services Contract to T&M Assoc. for



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-123

Resolution authorizing an award to Monmouth County SPCA for Animal Control Services for 1/1/24 through 12/31/25. Only one bid was received on 1/23/24 from MC SPCA with an annually rate of \$56,400.00 (\$4,700 per month). There is no change in the monthly fees from the previous two years.



RESOLUTION NO. 2024-123

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

RESOLUTION AUTHORIZING AWARD TO MONMOUTH COUNTY SPCA FOR ANIMAL CONTROL SERVICES

WHEREAS, on January 23, 2024 the Purchasing Agent accepted a sole proposal, Request for Proposal (RFP), for providing the City of Asbury Park Animal Control Services for January 1, 2024 through December 31, 2025; and

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

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Account Number 4-01-25-240-000-205 upon the adoption of the official budget; and

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

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

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

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

NO. 2024-123 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

PROPOSAL FORM**CITY OF ASBURY PARK, NEW JERSEY
ANIMAL CONTROL SERVICES****January 1, 2024 through December 31, 2025****LUMP SUM**

Please include a lump sum for the following years:

2024: \$ \$56,400.002025: \$ \$56,400.00**PROOF OF OWNERSHIP & RETRIEVING OF AN IMPOUNDED ANIMAL DURING BUSINESS HOURS**

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

2024: \$ Zero2025: \$ Zero

NOTE: The cost to redeem an animal is zero if the owner of the animal does so before vaccines are administered. When an animal is impounded at the shelter and ownership is unknown, it is the MCSPCA policy to administer required vaccines within 24 hours of impound. The vaccines are as follows: Rabies \$40.00, DA2PP/Lepto \$53.00, Bordetella \$40.00.

TOTAL: \$133.00

BOARDING

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

2024: \$ Zero2025: \$ Zero**BOARDING**

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

2024: \$ \$20.00 After 7 days2025: \$ \$20.00 After 7 days

NOTE: The MCSPCA will hold the animal for 7 days from the date of impound and if the owner claims their animal within those 7 days there is no boarding fee charged. If the owner of the animal is located after the first 7 days, they are still given at least 48 hours or even longer upon a director approval to reclaim their animal without boarding fees being charged. If the owner fails to reclaim their animal after an agreed time of redemption has been established, then boarding fees are charged.

Attachment: MONMOUTH COUNTY PROPOSAL (2024-123 : Authorizing award to Monmouth County SPCA for Animal Control Services)

BOARDING MUNICIPAL RATE

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

2024: \$ \$20.00

2025: \$ \$20.00

NOTE: Animals that are being held pending court procedures, such as Dangerous or Potentially Dangerous Dogs as the result of a police investigation or animal control investigation, are NOT subject to daily boarding fees.

Boarding fees will only be charged if the court orders the impoundment of an animal other than normal animal control related events. If this was to occur, then the City Manager and the MCSPCA Executive Director would be in agreement of any fees being charged.

MISCELLANEOUS REMOVAL

Please include an hourly rate for the following years:

Standard business hours:

2024: \$ \$120.00

2025: \$ \$120.00

NOTE: If the police department determines that an animal within a private owned location poses a public safety risk, then removal of the animal is performed at no cost to the owner and is included in the annual cost.

Nonstandard business hours:

2024: \$ \$180.00

2025: \$ \$180.00

TRAP RENTAL

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

Deposit/daily rate:

2024: \$ N/A

2025: \$ N/A

NOTE: The MCSPCA does not rent traps. This poses a public safety risk especially if sick or injured wildlife are trapped.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received: ☒

Acknowledged for: MONMOUTH COUNTY SPCA
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: ROSS LICITRA
(Print or Type)

Title: EXECUTIVE DIRECTOR

Date: 1/15/2024

Attachment: MONMOUTH COUNTY PROPOSAL (2024-123 : Authorizing award to Monmouth County SPCA for Animal Control Services)

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Monmouth County SPCA

SIGNATURE: Ross Licina

PRINT NAME: ROSS LICINA

TITLE: EXECUTIVE DIRECTOR

DATE: 1/15/2024

Attachment: MONMOUTH COUNTY PROPOSAL (2024-123 : Authorizing award to Monmouth County SPCA for Animal Control Services)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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

MONMOUTH COUNTY SPCA
260 WALL STREET, P.O. BOX 593
EATONTOWN NJ 07724



ELIZABETH MAHER MUOIO
State Treasurer

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

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

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

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

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

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

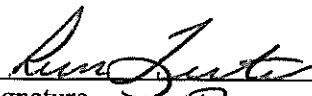
The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division,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

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

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

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

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

 1/15/2024
Signature
ROSS LICINA
MONMOUTH COUNTY SPCA
EXECUTIVE DIRECTOR

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

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

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

(Include the following only for boards of education)

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

Signature Ross Liciana 1/15/2024
 ROSS LICIANA
 MONMOUTH COUNTY SPCA
 EXECUTIVE DIRECTOR

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

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

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

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

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

Signature *Ross Licina* 1/15/2024
 Ross Licina
 Monmouth County SPCA
 EXECUTIVE DIRECTOR

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: MONMOUTH COUNTY SPCA

Organization Address: 260 WALL ST. EATONTOWN, NJ 07724

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

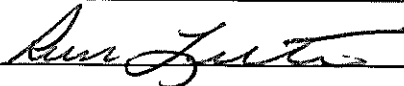
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Asbury Park is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the municipality to notify the municipality in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the municipality to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	ROSS LICITRA	Title:	EXECUTIVE DIR.
Signature:		Date:	1/15/2024



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MONMOUTH COUNTY S.P.C.A.

Trade Name:

Address: 260 WALL ST
EATONTOWN, NJ 07724-2420

Certificate Number: 0381216

Effective Date: April 15, 1968

Date of Issuance: December 13, 2023

For Office Use Only:

20231213120117191

Attachment: MONMOUTH COUNTY PROPOSAL (2024-123 : Authorizing award to Monmouth County SPCA for Animal Control Services)

Sincerely,

John E. Tully
John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
MONMOUTH COUNTY S.P.C.A.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
210-679-893/000

SEQUENCE NUMBER:
0381216

ADDRESS:
260 WALL ST
EATONTOWN NJ 07724

ISSUANCE DATE:
10/08/04

EFFECTIVE DATE:
04/15/68

FORM-BRC(08-01)

John E. Tully
Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Attachment: MONMOUTH COUNTY PROPOSAL (2024-123 : Authorizing award to Monmouth County SPCA for Animal Control Services)

Disclosure of Investment Activities in Iran

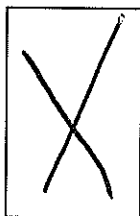
Bidder Name: MONMOUTH COUNTY SPCA

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

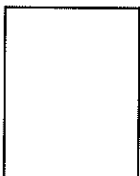
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:



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

OR



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

Part 2 – Additional Information

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

Part 3: Certification

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

Full Name (Print): ROSS LICITRA

Title: EXECUTIVE DIR.

Signature: *Ross Licitra*

Date: 1/15/2024

ELECTION CONTRIBUTIONS DISCLOSURE NOTIFICATION ACKNOWLEDGEMENT FORM

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.


 Vendor's Representative
 Signature of Acknowledgement
 ROSS LEIDEN
 MONMOUTH COUNTY SPCA
 EXECUTIVE DIRECTOR.

 1/15/2024
 Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of MONMOUTH

ss:

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

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

MONMOUTH COUNTY SPCA the bidder making this Proposal for the bid
entitled ANIMAL CONTROL, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above-named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
CITY OF ASBURY PARK relies upon the truth of the statements
(name of contracting unit)

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

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

Subscribed and sworn to

before me this day

JAN 15th, 2024
ANTHONY ARNONE
(Type or print name of affiant under signature)

Notary public of [Signature]

My Commission expires 7/25/28

(Seal)

[Signature]
Signature
ROSS LICITRA
MONMOUTH COUNTY SPCA
EXECUTIVE DIRECTOR.

ANTHONY ARNONE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUL 25, 2028

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

3.D.14.a

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

Print or type.
See Specific Instructions on page 3.

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

Monmouth County SPCA

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

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

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

260 Wall Street

6 City, state, and ZIP code

Eatontown, NJ 07724

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

2 1 - 0 6 7 9 8 9 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

1/15/2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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

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

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January, 2024 and ending on the 31st day of December, 2025.

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

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

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

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

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

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

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

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

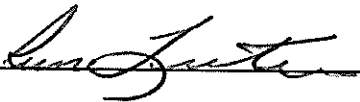
5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the MCSPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of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

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

11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls, however, the owner of the premises will be charged \$120.00 per hour during standard business hours and \$180.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond.
12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses, however the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the MCSPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressively seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressively agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.
17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

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

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY: _____

Ross Licitra
Executive Director

***MUNICIPALITY* City of Asbury Park**

BY: _____

ATTEST

State of New Jersey
Department of Health

This is to certify that

Robert A. Savoth

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a
CERTIFIED ANIMAL CONTROL OFFICER

Date

4/1/21

Number

00647

Edward Lifshitz
Edward Lifshitz, MD, FACP

Medical Director

Infectious and Zoonotic Disease Program

Communicable Disease Service

J1117
VPH-4
DEC 19

State of New Jersey
Department of Health
This is to certify that

Colin B. McMahon
has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a
CERTIFIED ANIMAL CONTROL OFFICER

8/5/21 03455
Date Number

Edward Lifshitz, MD, FACP
Medical Director
Infectious and Zoonotic Disease Program
Communicable Disease Service

J1117
VP11-4
DEC 19

Attachment: MONMOUTH COUNTY PROPOSAL (2024-123 : Authorizing award to Monmouth County SPCA for Animal Control Services)

**State of New Jersey
Department of Health**

This is to certify that

CORRINE ANN HEVON

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a
CERTIFIED ANIMAL CONTROL OFFICER

4-27-20

Date

03358

Number

Edward Lifshitz

Edward Lifshitz, MD, FACP

Medical Director

Infectious and Zoonotic Disease Program

Communicable Disease Service

J1117
VP4
DEC 19

State of New Jersey
Department of Health

This is to certify that

Daniel Joseph Jacobs

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

Date

1-6-20

Number

03340

Edward Litshitz
Edward Litshitz, MD, FACP
Medical Director

Infectious and Zoonotic Disease Program
Communicable Disease Service

State of New Jersey
Department of Health

This is to certify that

Danielle Renee Gaddy

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

8/5/22

Date

003507

Number

Edward Lifshitz

Edward Lifshitz, MD, FACP

Medical Director

Infectious and Zoonotic Disease Program

Communicable Disease Service

STATE
DEPARTMENT OF
HEALTH

State of New Jersey

Department of Health

This is to certify that

Delicia M. Garcia (Cvet)

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a
CERTIFIED ANIMAL CONTROL OFFICER

83-11-141 318713

Colin T. Campbell

Date

Number

Colin T. Campbell, D.V.M., C.P.M.

VPH-4

AUG 13

State Public Health Veterinarian

STATE OF NEW JERSEY
DEPARTMENT OF HEALTH

This is to Certify that

MICHAEL W. FLYNN

Having successfully satisfied the requirements to determine his or her qualifications is hereby certified pursuant to PL. 1983, Chapter 525 and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

4/27/21

DAE
03433

NUMBER

Edward J. Flynn

Edward J. Flynn, MD, FACP
Medical Director
Infectious and Zoonotic Disease Program
Communicable Disease Service

NUMBER

123

DATE

10/21/04

Faye E. Sorhage, V.M.D., M.P.H.
State Public Health Veterinarian

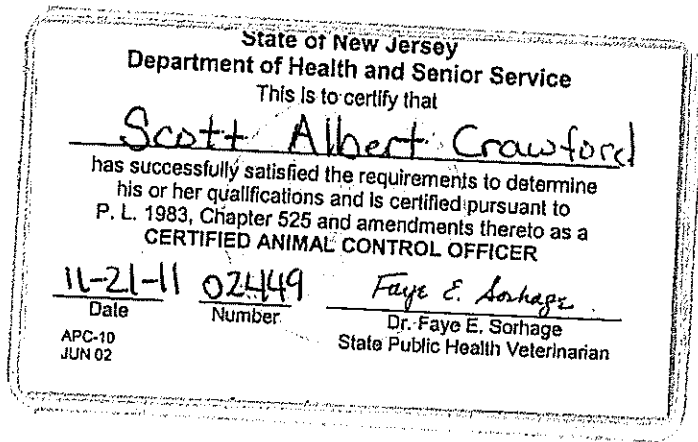
Faye E. Sorhage

Having successfully satisfied the requirements to
determine his or her qualifications is hereby
certified pursuant to P.L. 1997, Chapter 247 and
amendments thereto as a
CERTIFIED ANIMAL CRUELTY INVESTIGATOR

MICHAEL C KERN

This Is To Certify That

**STATE OF NEW JERSEY
DEPARTMENT OF HEALTH
AND SENIOR SERVICES**



State of New Jersey
Department of Health

This is to certify that

TEAGAN MAUREL

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

Date 11/24/23 Number 086002

Edward Lifshitz
Edward Lifshitz, MD, FACP
Medical Director
Infectious and Zoonotic Disease Program
Communicable Disease Service

J1117
VPH-4
DEC 19



MONMOUTH COUNTY

SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

260 WALL STREET, EATONTOWN, NEW JERSEY

732-542-0040



January 15, 2024

Mayor John Moore
Asbury Park City Council
JoAnn Boos, Acting City Manager
1 Municipal Plaza
Asbury Park, New Jersey 07712

Ref: 2024-2025 Animal Control Services

Dear Mayor Moore, et al.,

The Monmouth County SPCA is delighted to submit a proposal to the City of Asbury Park for full animal control and sheltering services for the 2024 and 2025 calendar years.

The Monmouth County SPCA has been providing animal control and sheltering services for the City of Asbury Park since November 2017.

SCOPE of SERVICES:

The Monmouth County SPCA operates a full time 24-hour, 365 day per year animal control division which consist of 10 full time NJ licensed animal control officers. This division operates with a fully staffed dayshift, overlap shift, night shift and an overnight 12:00AM-8:00AM on-call shift. The Monmouth County SPCA also operates a fully licensed state of the art 20,000 square foot animal shelter for the impoundment of animals. Our daily duties consist of responding to calls of service for lost, stray, injured or abandoned animals (domestic and wildlife). We perform the enforcement of all New Jersey Title 4 animal control laws as well as all animal related city ordinances to include animal licensing and all regulatory procedures by the local, county and state health departments (rabies procedures, zoological diseases, etc.).

RESPONSE TIME:

The Monmouth County SPCA animal control officers understand the importance of responding to emergency calls for service as well as normal calls of service. Our animal control team operates with several officers on duty at the same time, so therefore our response time is within 20 minutes or less for each call.

REMOVAL of DEAD ANIMALS:

The Monmouth County SPCA will remove dead wildlife and domestic animals from all public and privately owned property that is outdoors. We will on occasion remove dead deer and even assist with privately owned animals upon the approval of Monmouth County SPCA management and/or at the request of City Officials.

VETERINARY MEDICAL SERVICES:

The Monmouth County SPCA operates a fully staffed veterinary hospital and surgical center employing four full-time licensed veterinarians. The veterinary center is opened 6 days per week, Monday through Saturday and closed on Sunday. The hours of operation are 9:00AM to 5:00PM with three days being open until 7:00PM. **During these hours, any domestic animal impounded into the shelter by way of animal control that requires medical care shall be performed by the Monmouth County SPCA within the scope of our ability at NO COST to the City.** Any medical treatment that is beyond our medical ability which requires the animal to be taken to an emergency treatment center, shall be charged to the City if no owner is established. The Monmouth County SPCA Veterinarians will have complete control of all medical decisions and are directed to keep all treatment plans reasonable and within budgetary control. Wildlife shall be treated within the guidelines of the New Jersey Division of Fish and Wildlife and the Monmouth County SPCA shall render this care at no cost to the City. If our veterinarian determines that euthanasia is to be rendered after normal business hours, and the animal needs to be taken to an emergency facility, then the City shall be responsible for the cost.

EMERGENCY and PUBLIC ASSISTANCE:

The Monmouth County SPCA is a community-based organization and shall provide short term temporary emergency sheltering for the animals whose owners have been faced with a catastrophic event, such as a house fire, natural disaster, death or any other incident where emergency assistance is needed. The Monmouth County SPCA shall be the determining factor along with the City Officials on when this service is to be rendered. This sheltering shall not consist any longer than seven (7) calendar days without the approval of the Monmouth County SPCA management.

The Monmouth County SPCA has an agreement with 180 Turning Lives Around and shall house the animals of victims of domestic violence for a predetermined time. All request for this service must be through 180 Turning Lives Around.

The Monmouth County SPCA is extremely sympathetic to those people in our community who may be suffering with financial difficulties which may result in being food insufficient for themselves, their family and their domestic pets. As such, the Monmouth County SPCA makes weekly canine and feline food donations to two local food banks. (Lunch Break and Open Door). We have determined that this service is best handled by agencies who can offer many other services to those in need and the Monmouth County SPCA is proud to be a part of the process.

WALK-IN STRAYS:

When a person walks into the shelter with an animal that they report to have found as a stray, the Monmouth County SPCA Customer Service representative shall take custody of the animal and gather all the pertinent information from the person (name, address, telephone) and the location where the animal was found. This service is part of the overall cost of animal control and there is no additional cost to the City.

HUMANE LAW-ENFORCEMENT:

The Monmouth County SPCA is the animal cruelty enforcement arm of the Monmouth County Prosecutor's Office and employs three full-time humane law enforcement police officers. The Monmouth County SPCA is the only animal welfare organization in the State of New Jersey with this authority.

MONTHLY BILLING and REPORTING:

The Monmouth County SPCA will bill the City monthly. The billing will be based on a 12 month evenly portioned cost for the basic animal control service and any outside veterinary cost as well as any other authorized expense for that month. A detail list of charges will be included with all billing and our staff is always available to answer any questions that the City may have. Our Animal Control manager will also supply the City with a monthly activity report on a spreadsheet.

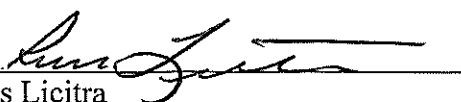
TNR (Trap, Neuter and Return) SERVICES for FERAL CATS:

The Monmouth County SPCA is the largest TNR provider in the State of New Jersey and offer these services to the City under a separate agreement and at an additional expense.

CLOSING:

The Monmouth County SPCA has been operating in the county for over 75 years and is known as the "Gold Standard" throughout the State of New Jersey. We employ nearly 100 employees and offer so much in the way of animal welfare to the community. We have a fully staffed adoption center who adopt out thousands of animals each year. I am proud to say that our live release rate is at 97% of all live intake and by State Health Department standards is considered a no kill shelter. The Monmouth County SPCA will only euthanize an animal if it is medically necessary or if the animal poses a danger to the public.

I am certain that the Monmouth County SPCA can continue to provide the City of Asbury Park with exceptional service and handle all your animal welfare needs.


 Ross Licitra
 Executive Director

**MONMOUTH COUNTY SPCA
260 WALL STREET
EATONTOWN, NEW JERSEY 07724**

**TELEPHONE: 732-542-0040
FAX: 732-542-4552**

EMAIL: Chief@Monmouthcountyspca.org

NJ Business Certificate: # 0381216



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-124

Awarding a bid for the Intersection Improvements at Bangs Avenue and Prospect Avenue to J.C. Contracting in the amount of \$559,191.50 utilizing Capital and Grant Funds. This project consists of installing a new traffic signal system, curb, sidewalk, ADA compliant curb ramps, milling, resurfacing, striping, signs and replacement of sanitary and storm sewer infrastructure.



RESOLUTION NO. 2024-124

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

RESOLUTION AWARDING A BID FOR INTERSECTION IMPROVEMENTS AT BANGS AVENUE AND PROSPECT AVENUE

WHEREAS, the City of Asbury Park duly advertised on Thursday, January 11, 2024 for the receipt of bids for the Intersection Improvements at Bangs Avenue and Prospect Avenue; and

WHEREAS, six (6) bids were received on Wednesday, January 24, 2024 and reviewed by the City Engineer, City Attorney and Director of Purchasing; and

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

WHEREAS, it is the desire of the governing body to award a contract for the Intersection Improvements at Bangs Avenue and Prospect Avenue to J.C. Contracting, Inc. in the amount of five thousand five hundred fifty-nine thousand one hundred ninety-one dollars and fifty cents (\$559,191.50); and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-4-06-55-507-000-101 upon concurrence of award by the New Jersey Department of Transportation. 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 J.C. Contracting, Inc. for the Intersection Improvements at Bangs Avenue and Prospect Avenue.

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

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

NO. 2024-124 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

BID SUMMARY Intersection Improvements at Bangs Avenue and Prospect Avenue City of Asbury Park ASPK-00787 January 24, 2024				Engineer's Estimate		J.C. Contracting, Inc. 681 Mill Street Rahway, NJ 07065		Black Rock Enterprises, LLC 1316 Englishtown Road Old Bridge, NJ 08857		Lucas Brothers, Inc. 80 Amboy Road Morganville, NJ 07751	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
1	Police Traffic Directors (If & Where Directed)	HR	500	\$100.00	\$50,000.00	\$100.00	\$50,000.00	\$100.00	\$50,000.00	\$100.00	\$50,000.00
2	Inlet Filter, Type 1	SF	24	\$50.00	\$1,200.00	\$10.00	\$240.00	\$100.00	\$2,400.00	\$0.01	\$0.24
3	Inlet Filter, Type 2, 2'x4'	UNIT	10	\$125.00	\$1,250.00	\$10.00	\$100.00	\$100.00	\$1,000.00	\$0.01	\$0.10
4	Breakaway Barricade	UNIT	15	\$50.00	\$750.00	\$1.00	\$15.00	\$0.01	\$0.15	\$0.01	\$0.15
5	Drum	UNIT	50	\$30.00	\$1,500.00	\$1.00	\$50.00	\$30.00	\$1,500.00	\$0.01	\$0.50
6	Traffic Cone	UNIT	100	\$25.00	\$2,500.00	\$1.00	\$100.00	\$25.00	\$2,500.00	\$0.01	\$1.00
7	Construction Signs	SF	175	\$15.00	\$2,625.00	\$15.00	\$2,625.00	\$20.00	\$3,500.00	\$25.00	\$4,375.00
8	Excavation, Test Pit	UNIT	12	\$500.00	\$6,000.00	\$370.00	\$4,440.00	\$800.00	\$9,600.00	\$630.00	\$7,560.00
9	HMA Milling, 3" or Less	SY	760	\$20.00	\$15,200.00	\$17.00	\$12,920.00	\$40.00	\$30,400.00	\$15.00	\$11,400.00
10	HMA 9.5M64, Surface Course, 2" Thick	TON	115	\$175.00	\$20,125.00	\$300.00	\$34,500.00	\$275.00	\$31,625.00	\$150.00	\$17,250.00
11	HMA 19M64, Base Course, 4" Thick	TON	42	\$150.00	\$6,300.00	\$130.00	\$5,460.00	\$300.00	\$12,600.00	\$220.00	\$9,240.00
12	DGA Base Course, 6" Thick	SY	165	\$10.00	\$1,650.00	\$1.00	\$165.00	\$20.00	\$3,300.00	\$13.00	\$2,145.00
13	15" Reinforced Concrete Pipe	LF	240	\$115.00	\$27,600.00	\$170.00	\$40,800.00	\$150.00	\$36,000.00	\$130.00	\$31,200.00
14	18" Reinforced Concrete Pipe	LF	70	\$135.00	\$9,450.00	\$190.00	\$13,300.00	\$200.00	\$14,000.00	\$200.00	\$14,000.00
15	8" Polyvinyl Chloride Pipe	LF	80	\$175.00	\$14,000.00	\$210.00	\$16,800.00	\$300.00	\$24,000.00	\$160.00	\$12,800.00
16	Inlet, Type B	UNIT	5	\$6,000.00	\$30,000.00	\$4,730.00	\$23,650.00	\$6,500.00	\$32,500.00	\$14,000.00	\$70,000.00
17	Storm Manhole, 4' Diameter	UNIT	2	\$7,000.00	\$14,000.00	\$7,400.00	\$14,800.00	\$6,500.00	\$13,000.00	\$14,800.00	\$29,600.00
18	Storm Manhole, 5' Diameter	UNIT	2	\$9,000.00	\$18,000.00	\$8,400.00	\$16,800.00	\$8,500.00	\$17,000.00	\$17,300.00	\$34,600.00
19	Reset Existing Casting	UNIT	1	\$1,000.00	\$1,000.00	\$320.00	\$320.00	\$500.00	\$500.00	\$430.76	\$430.76
20	Concrete Sidewalk, 4" Thick	SY	240	\$100.00	\$24,000.00	\$142.00	\$34,080.00	\$115.00	\$27,600.00	\$110.00	\$26,400.00
21	Detectable Warning Surface	SY	8	\$500.00	\$4,000.00	\$420.00	\$3,360.00	\$750.00	\$6,000.00	\$500.00	\$4,000.00
22	Manhole, Sanitary Sewer	UNIT	2	\$10,000.00	\$20,000.00	\$8,400.00	\$16,800.00	\$12,500.00	\$25,000.00	\$5,600.00	\$11,200.00
23	Combination Concrete Curb and Gutter	LF	470	\$75.00	\$35,250.00	\$67.00	\$31,490.00	\$60.00	\$28,200.00	\$85.00	\$39,950.00
24	Traffic Stripes, 4"	LF	680	\$1.00	\$680.00	\$1.45	\$986.00	\$1.50	\$1,020.00	\$1.60	\$1,088.00
25	Traffic Marking Lines, 24"	LF	280	\$7.50	\$2,100.00	\$8.50	\$2,380.00	\$8.90	\$2,492.00	\$9.70	\$2,716.00
26	Traffic Markings, Symbols	SF	110	\$30.00	\$3,300.00	\$10.00	\$1,100.00	\$10.45	\$1,149.50	\$11.00	\$1,210.00
27	Regulatory and Warning Sign	SF	155	\$60.00	\$9,300.00	\$47.00	\$7,285.00	\$49.50	\$7,672.50	\$55.00	\$8,525.00
28	Reflectorized Mastarm Street Name Signs	SF	14	\$60.00	\$840.00	\$60.00	\$840.00	\$44.00	\$616.00	\$130.00	\$1,820.00
29	2" Rigid Metallic Conduit	LF	30	\$50.00	\$1,500.00	\$60.00	\$1,800.00	\$63.53	\$1,905.90	\$70.00	\$2,100.00
30	3" Rigid Metallic Conduit	LF	450	\$80.00	\$36,000.00	\$69.00	\$31,050.00	\$86.63	\$38,983.50	\$95.00	\$42,750.00
31	18"x36" Junction Box	UNIT	5	\$2,750.00	\$13,750.00	\$3,000.00	\$15,000.00	\$2,541.00	\$12,705.00	\$2,800.00	\$14,000.00
32	Foundation, Type SFT	UNIT	4	\$3,000.00	\$12,000.00	\$3,500.00	\$14,000.00	\$2,486.00	\$9,944.00	\$2,800.00	\$11,200.00
33	Foundation, Type P-MC	UNIT	1	\$4,250.00	\$4,250.00	\$4,000.00	\$4,000.00	\$3,465.00	\$3,465.00	\$3,800.00	\$3,800.00
34	Foundation, Type SPF	UNIT	4	\$2,250.00	\$9,000.00	\$2,800.00	\$11,200.00	\$1,908.50	\$7,634.00	\$2,100.00	\$8,400.00
35	Meter Cabinet, Type T	UNIT	1	\$3,750.00	\$3,750.00	\$4,250.00	\$4,250.00	\$4,444.00	\$4,444.00	\$4,900.00	\$4,900.00
36	Ground Wire, No. 8 AWG	LF	485	\$3.00	\$1,455.00	\$1.90	\$921.50	\$1.87	\$906.95	\$2.05	\$994.25
37	Service Wire, No. 6 AWG	LF	150	\$5.00	\$750.00	\$2.00	\$300.00	\$2.15	\$322.50	\$2.40	\$360.00
38	Controller, 8 Phase with Battery Backup	UNIT	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$26,235.00	\$26,235.00	\$28,600.00	\$28,600.00
39	Traffic Signal Standard, Aluminum	UNIT	4	\$4,000.00	\$16,000.00	\$3,000.00	\$12,000.00	\$3,102.00	\$12,408.00	\$3,400.00	\$13,600.00

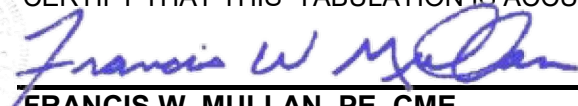
Attachment: ASPK-00787 - Bid Summary (2024-124 : Awarding a Bid for Improvements at Bangs & Prospect Avenue)

BID SUMMARY Intersection Improvements at Bangs Avenue and Prospect Avenue City of Asbury Park ASPK-00787 January 24, 2024				Engineer's Estimate		J.C. Contracting, Inc. 681 Mill Street Rahway, NJ 07065		Black Rock Enterprises, LLC 1316 Englishtown Road Old Bridge, NJ 08857		Lucas Brothers, Inc. 80 Amboy Road Morganville, NJ 07751	
40	Pedestrian Signal Standard	UNIT	4	\$1,200.00	\$4,800.00	\$1,400.00	\$5,600.00	\$1,452.00	\$5,808.00	\$1,600.00	\$6,400.00
41	Traffic Signal Mast Arm, Aluminum	UNIT	4	\$3,500.00	\$14,000.00	\$3,200.00	\$12,800.00	\$3,410.00	\$13,640.00	\$3,700.00	\$14,800.00
42	Traffic Signal Cable, 2 Conductor	LF	1,400	\$2.50	\$3,500.00	\$2.00	\$2,800.00	\$2.09	\$2,926.00	\$2.30	\$3,220.00
43	Traffic Signal Cable, 5 Conductor	LF	1,400	\$3.25	\$4,550.00	\$2.50	\$3,500.00	\$2.64	\$3,696.00	\$2.90	\$4,060.00
44	Traffic Signal Cable, 10 Conductor	LF	960	\$4.00	\$3,840.00	\$3.40	\$3,264.00	\$3.52	\$3,379.20	\$3.85	\$3,696.00
45	Traffic Signal Head	UNIT	9	\$2,000.00	\$18,000.00	\$1,330.00	\$11,970.00	\$1,386.00	\$12,474.00	\$1,500.00	\$13,500.00
46	Pedestrian Signal Head	UNIT	8	\$1,100.00	\$8,800.00	\$900.00	\$7,200.00	\$935.00	\$7,480.00	\$1,000.00	\$8,000.00
47	Push Button	UNIT	8	\$1,250.00	\$10,000.00	\$1,360.00	\$10,880.00	\$1,424.50	\$11,396.00	\$1,600.00	\$12,800.00
48	Controller Turn-On	UNIT	1	\$4,500.00	\$4,500.00	\$6,300.00	\$6,300.00	\$6,600.00	\$6,600.00	\$7,200.00	\$7,200.00
49	Image Detector	UNIT	4	\$6,000.00	\$24,000.00	\$5,400.00	\$21,600.00	\$5,659.50	\$22,638.00	\$6,200.00	\$24,800.00
50	GPS Preemption System	UNIT	1	\$17,500.00	\$17,500.00	\$15,900.00	\$15,900.00	\$16,648.50	\$16,648.50	\$18,200.00	\$18,200.00
51	Topsoil Spreading, 5" Thick	SY	100	\$3.00	\$300.00	\$7.00	\$700.00	\$10.00	\$1,000.00	\$20.00	\$2,000.00
52	Borrow Topsoil	CY	40	\$40.00	\$1,600.00	\$40.00	\$1,600.00	\$100.00	\$4,000.00	\$30.00	\$1,200.00
53	Fertilizing and Seeding, Type G	SY	100	\$2.00	\$200.00	\$0.50	\$50.00	\$5.00	\$500.00	\$5.50	\$550.00
54	Straw Mulching	SY	100	\$1.00	\$100.00	\$1.00	\$100.00	\$5.00	\$500.00	\$5.50	\$550.00
Total Amount Bid					\$561,765.00		\$559,191.50		\$616,814.70		\$643,192.00

Note: Corrected Amounts are Highlighted. Unit prices bid shall govern.



I, FRANCIS W. MULLAN, P.E., C.M.E., ASBURY PARK CITY ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.


FRANCIS W. MULLAN, PE, CME
NJ Professional Engineer License No. 24GE03828400

January 24, 2024
DATE

BID SUMMARY Intersection Improvements at Bangs Avenue and Prospect Avenue City of Asbury Park ASPK-00787 January 24, 2024				Engineer's Estimate		Seacoast Construction, Inc. 15 Addington Court East Brunswick, NJ 08816		Berto Construction, Inc. 625 Leesville Ave. Rahway, NJ 07065		Earle Asphalt Company P.O. Box 556 Farmingdale, NJ 07727	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
1	Police Traffic Directors (If & Where Directed)	HR	500	\$100.00	\$50,000.00	\$100.00	\$50,000.00	\$100.00	\$50,000.00	\$100.00	\$50,000.00
2	Inlet Filter, Type 1	SF	24	\$50.00	\$1,200.00	\$0.01	\$0.24	\$0.01	\$0.24	\$0.01	\$0.24
3	Inlet Filter, Type 2, 2'x4'	UNIT	10	\$125.00	\$1,250.00	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
4	Breakaway Barricade	UNIT	15	\$50.00	\$750.00	\$0.01	\$0.15	\$0.01	\$0.15	\$0.01	\$0.15
5	Drum	UNIT	50	\$30.00	\$1,500.00	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
6	Traffic Cone	UNIT	100	\$25.00	\$2,500.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00
7	Construction Signs	SF	175	\$15.00	\$2,625.00	\$0.01	\$1.75	\$16.00	\$2,800.00	\$0.01	\$1.75
8	Excavation, Test Pit	UNIT	12	\$500.00	\$6,000.00	\$0.01	\$0.12	\$100.00	\$1,200.00	\$500.00	\$6,000.00
9	HMA Milling, 3" or Less	SY	760	\$20.00	\$15,200.00	\$30.00	\$22,800.00	\$18.00	\$13,680.00	\$20.00	\$15,200.00
10	HMA 9.5M64, Surface Course, 2" Thick	TON	115	\$175.00	\$20,125.00	\$295.00	\$33,925.00	\$200.00	\$23,000.00	\$225.00	\$25,875.00
11	HMA 19M64, Base Course, 4" Thick	TON	42	\$150.00	\$6,300.00	\$300.00	\$12,600.00	\$150.00	\$6,300.00	\$200.00	\$8,400.00
12	DGA Base Course, 6" Thick	SY	165	\$10.00	\$1,650.00	\$8.00	\$1,320.00	\$25.00	\$4,125.00	\$0.01	\$1.65
13	15" Reinforced Concrete Pipe	LF	240	\$115.00	\$27,600.00	\$155.00	\$37,200.00	\$300.00	\$72,000.00	\$175.00	\$42,000.00
14	18" Reinforced Concrete Pipe	LF	70	\$135.00	\$9,450.00	\$185.00	\$12,950.00	\$350.00	\$24,500.00	\$185.00	\$12,950.00
15	8" Polyvinyl Chloride Pipe	LF	80	\$175.00	\$14,000.00	\$275.00	\$22,000.00	\$300.00	\$24,000.00	\$300.00	\$24,000.00
16	Inlet, Type B	UNIT	5	\$6,000.00	\$30,000.00	\$9,000.00	\$45,000.00	\$8,500.00	\$42,500.00	\$10,000.00	\$50,000.00
17	Storm Manhole, 4' Diameter	UNIT	2	\$7,000.00	\$14,000.00	\$10,000.00	\$20,000.00	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00
18	Storm Manhole, 5' Diameter	UNIT	2	\$9,000.00	\$18,000.00	\$11,000.00	\$22,000.00	\$15,000.00	\$30,000.00	\$14,000.00	\$28,000.00
19	Reset Existing Casting	UNIT	1	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$750.00	\$750.00	\$2,000.00	\$2,000.00
20	Concrete Sidewalk, 4" Thick	SY	240	\$100.00	\$24,000.00	\$125.00	\$30,000.00	\$215.00	\$51,600.00	\$150.00	\$36,000.00
21	Detectable Warning Surface	SY	8	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	\$250.00	\$2,000.00	\$300.00	\$2,400.00
22	Manhole, Sanitary Sewer	UNIT	2	\$10,000.00	\$20,000.00	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00
23	Combination Concrete Curb and Gutter	LF	470	\$75.00	\$35,250.00	\$100.00	\$47,000.00	\$150.00	\$70,500.00	\$125.00	\$58,750.00
24	Traffic Stripes, 4"	LF	680	\$1.00	\$680.00	\$1.00	\$680.00	\$1.50	\$1,020.00	\$2.00	\$1,360.00
25	Traffic Marking Lines, 24"	LF	280	\$7.50	\$2,100.00	\$7.00	\$1,960.00	\$9.00	\$2,520.00	\$12.00	\$3,360.00
26	Traffic Markings, Symbols	SF	110	\$30.00	\$3,300.00	\$8.00	\$880.00	\$10.50	\$1,155.00	\$14.00	\$1,540.00
27	Regulatory and Warning Sign	SF	155	\$60.00	\$9,300.00	\$54.00	\$8,370.00	\$50.00	\$7,750.00	\$50.00	\$7,750.00
28	Reflectorized Mastarm Street Name Signs	SF	14	\$60.00	\$840.00	\$45.00	\$630.00	\$44.00	\$616.00	\$150.00	\$2,100.00
29	2" Rigid Metallic Conduit	LF	30	\$50.00	\$1,500.00	\$50.40	\$1,512.00	\$92.23	\$2,766.90	\$85.00	\$2,550.00
30	3" Rigid Metallic Conduit	LF	450	\$80.00	\$36,000.00	\$81.90	\$36,855.00	\$106.07	\$47,731.50	\$115.00	\$51,750.00
31	18"x36" Junction Box	UNIT	5	\$2,750.00	\$13,750.00	\$2,520.00	\$12,600.00	\$3,951.10	\$19,755.50	\$3,500.00	\$17,500.00
32	Foundation, Type SFT	UNIT	4	\$3,000.00	\$12,000.00	\$3,097.50	\$12,390.00	\$3,852.15	\$15,408.60	\$3,500.00	\$14,000.00
33	Foundation, Type P-MC	UNIT	1	\$4,250.00	\$4,250.00	\$4,750.00	\$4,750.00	\$7,110.65	\$7,110.65	\$4,750.00	\$4,750.00
34	Foundation, Type SPF	UNIT	4	\$2,250.00	\$9,000.00	\$2,750.00	\$11,000.00	\$2,481.12	\$9,924.48	\$2,600.00	\$10,400.00
35	Meter Cabinet, Type T	UNIT	1	\$3,750.00	\$3,750.00	\$4,592.21	\$4,592.21	\$4,444.00	\$4,444.00	\$6,000.00	\$6,000.00
36	Ground Wire, No. 8 AWG	LF	485	\$3.00	\$1,455.00	\$2.67	\$1,294.95	\$1.87	\$906.95	\$2.50	\$1,212.50
37	Service Wire, No. 6 AWG	LF	150	\$5.00	\$750.00	\$3.01	\$451.50	\$2.15	\$322.50	\$3.00	\$450.00
38	Controller, 8 Phase with Battery Backup	UNIT	1	\$25,000.00	\$25,000.00	\$31,500.00	\$31,500.00	\$26,235.00	\$26,235.00	\$58,337.84	\$58,337.84
39	Traffic Signal Standard, Aluminum	UNIT	4	\$4,000.00	\$16,000.00	\$2,902.70	\$11,610.80	\$3,102.00	\$12,408.00	\$4,500.00	\$18,000.00

Attachment: ASPK-00787 - Bid Summary (2024-124 : Awarding a Bid for Improvements at Bangs & Prospect Avenue)

BID SUMMARY Intersection Improvements at Bangs Avenue and Prospect Avenue City of Asbury Park ASPK-00787 January 24, 2024				Engineer's Estimate		Seacoast Construction, Inc. 15 Addington Court East Brunswick, NJ 08816		Berto Construction, Inc. 625 Leesville Ave. Rahway, NJ 07065		Earle Asphalt Company P.O. Box 556 Farmingdale, NJ 07727	
40	Pedestrian Signal Standard	UNIT	4	\$1,200.00	\$4,800.00	\$1,169.53	\$4,678.12	\$1,452.00	\$5,808.00	\$2,000.00	\$8,000.00
41	Traffic Signal Mast Arm, Aluminum	UNIT	4	\$3,500.00	\$14,000.00	\$2,007.08	\$8,028.32	\$3,410.00	\$13,640.00	\$5,000.00	\$20,000.00
42	Traffic Signal Cable, 2 Conductor	LF	1,400	\$2.50	\$3,500.00	\$2.52	\$3,528.00	\$2.09	\$2,926.00	\$2.75	\$3,850.00
43	Traffic Signal Cable, 5 Conductor	LF	1,400	\$3.25	\$4,550.00	\$3.35	\$4,690.00	\$2.64	\$3,696.00	\$3.50	\$4,900.00
44	Traffic Signal Cable, 10 Conductor	LF	960	\$4.00	\$3,840.00	\$4.64	\$4,454.40	\$3.52	\$3,379.20	\$4.50	\$4,320.00
45	Traffic Signal Head	UNIT	9	\$2,000.00	\$18,000.00	\$1,563.34	\$14,070.06	\$1,386.00	\$12,474.00	\$2,000.00	\$18,000.00
46	Pedestrian Signal Head	UNIT	8	\$1,100.00	\$8,800.00	\$1,004.32	\$8,034.56	\$935.00	\$7,480.00	\$1,500.00	\$12,000.00
47	Push Button	UNIT	8	\$1,250.00	\$10,000.00	\$1,361.14	\$10,889.12	\$1,424.50	\$11,396.00	\$2,000.00	\$16,000.00
48	Controller Turn-On	UNIT	1	\$4,500.00	\$4,500.00	\$4,362.21	\$4,362.21	\$14,850.00	\$14,850.00	\$10,000.00	\$10,000.00
49	Image Detector	UNIT	4	\$6,000.00	\$24,000.00	\$5,957.63	\$23,830.52	\$5,659.50	\$22,638.00	\$8,000.00	\$32,000.00
50	GPS Preemption System	UNIT	1	\$17,500.00	\$17,500.00	\$24,500.00	\$24,500.00	\$16,648.50	\$16,648.50	\$25,000.00	\$25,000.00
51	Topsoil Spreading, 5" Thick	SY	100	\$3.00	\$300.00	\$20.00	\$2,000.00	\$1.00	\$100.00	\$20.00	\$2,000.00
52	Borrow Topsoil	CY	40	\$40.00	\$1,600.00	\$75.00	\$3,000.00	\$1.00	\$40.00	\$0.01	\$0.40
53	Fertilizing and Seeding, Type G	SY	100	\$2.00	\$200.00	\$10.00	\$1,000.00	\$1.00	\$100.00	\$0.01	\$1.00
54	Straw Mulching	SY	100	\$1.00	\$100.00	\$10.00	\$1,000.00	\$1.00	\$100.00	\$0.01	\$1.00
Total Amount Bid					\$561,765.00		\$648,340.63		\$742,307.77		\$766,713.13

Note: Corrected Amounts are Highlighted. Unit prices bid shall govern.



I, FRANCIS W. MULLAN, P.E., C.M.E., ASBURY PARK CITY ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.

Francis W. Mullan

FRANCIS W. MULLAN, PE, CME
NJ Professional Engineer License No. 24GE03828400

January 24, 2024
DATE

BID PACKET

FOR:

Intersection Improvements at
Bangs Avenue & Prospect AvenueCity of Asbury Park,
Monmouth County,
New Jersey

BY:

J.C. CONTRACTING, INC

(Bidder Name)

681 MILL STRAHWAY, N.J. 07065

(Bidder Address)

732 827-5500

(Bidder Phone Number)

732 585 5973

(Bidder Alternative Phone Number)

732 827-5312

(Bidder Fax Number)

223792221

(Bidder Federal I.D. # or S.S. #)

JOHN @ JC CONTRACTING INC . COM

(Bidder Email Address)

JOHN CUNHA, PRESIDENT

(Name of Bidder's Authorized Representative)

TO:

City of Asbury Park

Asbury Park Municipal Complex
One Municipal Plaza
Asbury Park, NJ 07712

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J.C. CONTRACTING, INC
(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	<u>JC</u>
2. BID PROPOSAL	<u>JC</u>
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c, 1, 2, & 3</u>	<u>JC</u>
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	<u>JC</u>
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	<u>JC</u>
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	<u>JC</u>
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	<u>JC</u>
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	<u>JC</u>
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	<u>JC</u>
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	<u>JC</u>
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	<u>JC</u>
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>JC</u>
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	<u>JC</u>
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	<u>JC</u>
15. BIDDER'S ACKNOWLEDGMENT	<u>JC</u>
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	<u>JC</u>
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	<u>JC</u>
18. PENDING ETHICAL VIOLATIONS STATEMENT (on company letterhead)	<u>JC</u>
19. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	<u>JC</u>

BID PROPOSAL

Intersection Improvements at Bangs Avenue & Prospect Avenue City of Asbury Park

J. C. CONTRACTING, INC.

(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	POLICE TRAFFIC DIRECTORS (IF & WHERE DIRECTED)	500	HOUR	\$100.00	\$50,000.00
2.	INLET FILTER TYPE 1	24	SF	10. ⁰⁰	240. ⁰⁰
3.	INLET FILTER TYPE 2, 2'x4'	10	UNIT	10. ⁰⁰	100. ⁰⁰
4.	BREAKAWAY BARRICADE	15	UNIT	1. ⁰⁰	15. ⁰⁰
5.	DRUM	50	UNIT	1. ⁰⁰	50. ⁰⁰
6.	TRAFFIC CONE	100	UNIT	1. ⁰⁰	100. ⁰⁰
7.	CONSTRUCTION SIGNS	175	SF	15. ⁰⁰	2,625. ⁰⁰
8.	EXCAVATION, TEST PIT	12	UNIT	370. ⁰⁰	4,440. ⁰⁰
9.	HMA MILLING, 3" OR LESS	760	SY	17. ⁰⁰	12,920. ⁰⁰
10.	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	115	TON	300. ⁰⁰	34,500. ⁰⁰
11.	HOT MIX ASPHALT 19M64, BASE COURSE, 4" THICK	42	TON	130. ⁰⁰	5,460. ⁰⁰
12.	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	165	SY	1. ⁰⁰	165. ⁰⁰
13.	15" REINFORCED CONCRETE PIPE	240	LF	170. ⁰⁰	40,800. ⁰⁰
14.	18" REINFORCED CONCRETE PIPE	70	LF	190. ⁰⁰	13,300. ⁰⁰
15.	8" POLYVINYL CHLORIDE PIPE	80	LF	210. ⁰⁰	16,800. ⁰⁰
16.	INLET, TYPE B	5	UNIT	4,730. ⁰⁰	23,650. ⁰⁰
17.	STORM MANHOLE, 4' DIAMETER	2	UNIT	7,400. ⁰⁰	14,800. ⁰⁰
18.	STORM MANHOLE, 5' DIAMETER	2	UNIT	8,400. ⁰⁰	16,800. ⁰⁰
19.	RESET EXISTING CASTING	1	UNIT	320. ⁰⁰	320. ⁰⁰
20.	CONCRETE SIDEWALK, 4" THICK	240	SY	142. ⁰⁰	34,080. ⁰⁰
21.	DETECTABLE WARNING SURFACE	8	SY	420. ⁰⁰	3,360. ⁰⁰
22.	MANHOLE, SANITARY SEWER	2	UNIT	8,400. ⁰⁰	16,800. ⁰⁰

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
23.	COMBINATION CONCRETE CURB AND GUTTER	470	LF <i>5c</i>	<i>67.00</i>	<i>31,490.00</i> <i>5c</i>
24.	TRAFFIC STRIPES ,4"	680	LF	<i>1.45</i>	<i>986.00</i>
25.	TRAFFIC MARKING LINES, 24"	280	LF	<i>8.50</i>	<i>2,380.00</i>
26.	TRAFFIC MARKINGS, SYMBOLS	110	SF	<i>10.00</i>	<i>1,100.00</i>
27.	REGULATORY AND WARNING SIGN	155	SF	<i>47.00</i>	<i>7,285.00</i>
28.	REFLECTORIZED MASTARM STREET NAME SIGNS	14	SF	<i>60.00</i>	<i>840.00</i>
29.	2" RIDGID METALLIC CONDUIT	30	LF	<i>60.00</i>	<i>1,800.00</i>
30.	3" RIGID METALLIC CONDUIT	450	LF	<i>69.00</i>	<i>31,050.00</i>
31.	18"X36" JUNCTION BOX	5	UNIT <i>5c</i>	<i>3,000.00</i> <i>(5c)</i>	<i>15,000.00</i> <i>5c</i>
32.	FOUNDATION, TYPE SFT	4	UNIT <i>5c</i>	<i>3,500.00</i>	<i>14,000.00</i> <i>5c</i>
33.	FOUNDATION, TYPE P-MC	1	UNIT <i>5c</i>	<i>4,000.00</i>	<i>4,000.00</i> <i>5c</i>
34.	FOUNDATION, TYPE SPF	4	UNIT <i>5c</i>	<i>2,800.00</i>	<i>11,200.00</i> <i>5c</i>
35.	METER CABINET, TYPE T	1	UNIT <i>5c</i>	<i>4,250.00</i>	<i>4,250.00</i> <i>5c</i>
36.	GROUND WIRE, NO. 8 AWG	485	LF <i>5c</i>	<i>1.90</i>	<i>921.50</i>
37.	SERVICE WIRE, NO. 6 AWG	150	LF <i>5c</i>	<i>2.00</i>	<i>300.00</i> <i>5c</i>
38.	CONTROLLER, 8 PHASE WITH BATTERY BACKUP	1	UNIT <i>5c</i>	<i>25,000.00</i>	<i>25,000.00</i> <i>5c</i>
39.	TRAFFIC SIGNAL STANDARD, ALUMINUM	4	UNIT <i>5c</i>	<i>3,000.00</i>	<i>12,000.00</i> <i>5c</i>
40.	PEDESTRIAN SIGNAL STANDARD	4	UNIT	<i>1,400.00</i>	<i>5,600.00</i>
41.	TRAFFIC SIGNAL MAST ARM, ALUMINUM	4	UNIT	<i>3,200.00</i>	<i>12,800.00</i>
42.	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	1,400	LF	<i>2.00</i>	<i>2,800.00</i>
43.	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	1,400	LF	<i>2.50</i>	<i>3,500.00</i>
44.	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	960	LF	<i>3.40</i>	<i>3,264.00</i>
45.	TRAFFIC SIGNAL HEAD	9	UNIT	<i>1,330.00</i>	<i>11,970.00</i>
46.	PEDESTRIAN SIGNAL HEAD	8	UNIT	<i>900.00</i>	<i>7,200.00</i>
47.	PUSH BUTTON	8	UNIT	<i>1,360.00</i>	<i>10,880.00</i>
48.	CONTROLLER TURN-ON	1	UNIT	<i>6,300.00</i>	<i>6,300.00</i>
49.	IMAGE DETECTOR	4	UNIT	<i>5,400.00</i>	<i>21,600.00</i>
50.	GPS PREEMPTION SYSTEM	1	UNIT	<i>15,900.00</i>	<i>15,900.00</i>

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
51.	TOPSOIL SPREADING, 5" THICK	100	SY	7. ⁰⁰	700. ⁰⁰ .
52.	BORROW TOPSOIL	40	CY	40. ⁰⁰	1,600. ⁰⁰ .
53.	FERTILIZING AND SEEDING, TYPE G	100	SY	0.50	50. ⁰⁰ .
54.	STRAW MULCHING	100	SY	1. ⁰⁰	100. ⁰⁰ .

TOTAL BID AMOUNT (Items 1 through 54): \$ 559,191.⁵⁰

WRITE TOTAL BID AMOUNT (Items 1 through 54): FIVE HUNDRED FIFTY NINE THOUSANDS
ONE HUNDRED NINETY ONE DOLLARS FIFTY CENTS

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

TC

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J.C. CONTRACTING, INC
(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____

☒ No Addendum received: _____

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate: _____

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A.54:32B-1 et seq. on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE**:

J.C.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: J. C. CONTRACTING, INC.
Trade Name:
Address: 681 MILL STREET
RAHWAY, NJ 07065-4812
Certificate Number: 0103000
Effective Date: October 13, 2000
Date of Issuance: January 22, 2020

For Office Use Only:
20200122081957330



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TIFFANY ELECTRIC, INC.
Trade Name:
Address: 5 EASTMANS ROAD
PARSIPPANY, NJ 07054
Certificate Number: 0103971
Effective Date: August 21, 1979
Date of Issuance: May 09, 2017

For Office Use Only:

20170509125839589

Attachment: JC Contracting Bid Package (2024-124 : Awarding a Bid for Improvements at Bangs & Prospect Avenue)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
S BROS., INC.		
ADDRESS:	SEQUENCE NUMBER:	
16 SOBECHKO ROAD	0608985	
MANALAPAN NJ 07726	ISSUANCE DATE:	
EFFECTIVE DATE:	03/04/10	
10/07/93		
	Director	
	New Jersey Division of Revenue	
FORM-BRC	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	
2014-08-20 205346V		

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATEDEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

TRADE NAME:

STRAIGHT EDGE STRIPING LIMITED LIABILITY

ADDRESS:

SEQUENCE NUMBER:

18 RUE CEZANNE
FRANKLIN NJ 08873

1241139

EFFECTIVE DATE:

ISSUANCE DATE:

10/21/05

06/05/06


Acting Director
New Jersey Division of Revenue

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:

JC

Certificate Number
636647

Registration Date: 04/28/2023
Expiration Date: 04/27/2025



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

J.C. Contracting, Inc.
2023

Responsible Representative(s):
John Cunha, President

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

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Attachment: JC Contracting Bid Package (2024-124 : Awarding a Bid for Improvements at Bangs & Prospect Avenue)

Certificate Number
617718

Registration Date: 07/17/2022
Expiration Date: 07/16/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Paulo Santos, President

Responsible Representative(s):
Jorge Santos, Vice-President

S brothers Inc
2022

Robert Asaro-Angelo

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certificate Number
606169

Registration Date: 05/24/2023
Expiration Date: 05/23/2024



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Tiffany Electric Inc.
2023

Responsible Representative(s):
Brian Desrosiers, President

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

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Attachment: JC Contracting_Bid Package (2024-124 : Awarding a Bid for Improvements at Bangs & Prospect Avenue)

Certificate Number
653443

Registration Date: 09/28/2022
Expiration Date: 09/27/2024



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Straight Edge Striping LLC
2022

Responsible Representative(s):
Andrew Altobelli, President

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

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Attachment: JC Contracting_Bid Package (2024-124 : Awarding a Bid for Improvements at Bangs & Prospect Avenue)

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury ParkJ.C. CONTRACTING, INC

(Bidder Name)

PART I - Check the box that represents the type of business organization:

- ☐ Partnership

 ☐ Corporation

 ☐ Sole Proprietorship
☐ Limited Partnership

 ☐ Limited Liability Corporation

 ☐ Limited Liability Partnership
☒ Subchapter S Corporation

 ☐ Other: _____

PART II - Please check the appropriate box below:

- ☐ The Bidder certifies that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

- OR -

- ☒ The Bidder certifies that the list below contains the names and addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

	<u>FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>SHARE OWNED</u>
1.	<u>JOAN CUNHA</u> <u>100%</u>	<u>2281 CLOVER HILL LANE</u> <u>TOMS RIVER, NJ 08753</u>	<u>100</u> %
2.	_____	_____	_____ %
3.	_____	_____	_____ %

NOTES:

1. Attach additional sheets in this format, if necessary.
2. If a corporation or partnership is shown as a greater than ten percent (10%) owner, attach similar breakdown of ("its") individual owners.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **OWNERSHIP DISCLOSURE** is complete and accurate:

JC

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

Intersection Improvements at Bangs Avenue & Prospect Avenue

City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

Pursuant to *Public Law 2012, c.25*, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Bidder's Bid Packet non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she shall take action as may be appropriate and provided by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:



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

- OR -



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

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**(CONTINUED)**

(Pursuant to N.J.S.A. 52:25-24.2)

Intersection Improvements at Bangs Avenue & Prospect Avenue

City of Asbury Park

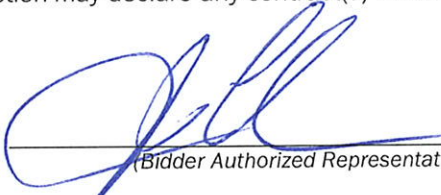
J.C. CONTRACTING, INC

(Bidder Name)

PART III - Certification:

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

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

JOHN CUNHA

(Print or Type)

TITLE:

PRESIDENT

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

Intersection Improvements at Bangs Avenue & Prospect Avenue City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

☐ Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

☒ Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

JC

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

*SEE FRONT
PAGES*

Bidders are required to submit, along with Bid Packets, a **BID BOND** in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder,

(Bidder Name)

located at

(Bidder Address)

, (hereinafter called the "Principal"), and

, located at

(Surety Name)

, (hereinafter called the "Surety"), are hereby and firmly bound

(Surety Address)

onto

City of Asbury Park

, as Owner, in the penal sum of

(\$

)

(10% of Bid Amount or \$20,000 [in words])

(10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

Intersection Improvements at Bangs Avenue & Prospect Avenue

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of _____

(Date)

in the year of 20 _____

(Month)

(Year)

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

SEE FRONT
PAGES

Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY** in substantially the following form.

The _____ located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

_____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
New Jersey
(State)

Intersection Improvements at Bangs Avenue & Prospect Avenue, located in the

City of Asbury Park,
Monmouth County,
New Jersey

, is awarded to

, the

(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20_____.
(Date) (Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

NON-COLLUSION AFFIDAVIT(Pursuant to N.J.S.A. 52:34-15)Bidders are required to submit, along with Bid Packets, this **NON-COLLUSION AFFIDAVIT**.I, JOHN CUNHA, residing in TOMS RIVER
(Bidder's Authorized Representative Name) (Municipality Name)In the County of OCEAN and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am PRESIDENT of the firm of J. C. CONTRACTING, INC
(Bidder's Authorized Representative Title) (Bidder's Name)_____, the Bidder making this Bid Proposal for the Bid Packet entitled,

Intersection Improvements at Bangs Avenue & Prospect Avenue

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

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

J. C. CONTRACTING, INC
(Bidder's Name)
BY: [Signature]
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME: JOHN CUNHA
(Print or Type)TITLE: PRESIDENT

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

Intersection Improvements at Bangs Avenue & Prospect Avenue City of Asbury Park

J. C. CONTRACTING, INC
(Bidder Name)

PART I - Please check the appropriate box below:

- ☒ A.) The Bidder, signing and submitting this Bid Packet, OWNS, LEASES, OR CONTROLS all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- ☐ B.) The Bidder, signing and submitting the attached Bid Packet, DOES NOT OWN OR LEASE the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II - ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
_____	_____	_____
b. _____	_____	_____
_____	_____	_____
c. _____	_____	_____
_____	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:

Jc

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

Intersection Improvements at Bangs Avenue & Prospect Avenue City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK

SUBCONTRACTOR

1. Plumbing and gas fitting
and all kindred work

Name: NONE

Address: _____

License No.: _____ Expiration: _____

2. Steam and hot water
heating and ventilating
apparatus, steam power
plants and kindred work

Name: NONE

Address: _____

License No.: _____ Expiration: _____

3. Electrical work

Name: TIFFANY ELECTRIC, INC

Address: 5 EASTMAN RD PARLIPPANY N.J

License No.: 1495800 Expiration: 3/31/24

4. Structural steel and
ornamental iron work

Name: NONE

Address: _____

License No.: _____ Expiration: _____

5. Other

Name: S BROTHERS

Address: 16 SOBECHHO RD MANALAPAN

License No.: NA Expiration: _____

STRAIGHTEDGE STAMPING
18 RUE CEZANNE, FRANKLIN

NOTE: Attach additional sheets in the appropriate format, if necessary.

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

Brian W. DesRosiers
68 Beaver Dam Road
Randolph NJ 07869

FOR PRACTICE IN NEW JERSEY AS A(N): **Electrical Contractor**

02/15/2021 TO 03/31/2024

VALID

[Signature]
 Signature of Licensee/Registrant/Certificate Holder

34E101495800

LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
 ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

TIFFANY ELECTRIC INC
BRIAN W. DESROSIERS
5 Eastmans Road
Parsippany NJ 07054

FOR PRACTICE IN NEW JERSEY AS A(N): **Electrical Business Permit**

02/15/2021 TO 03/31/2024

VALID

[Signature]
 Signature of Licensee/Registrant/Certificate Holder

34EB01495800

LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
 ACTING DIRECTOR

Attachment: JC Contracting Bid Package (2024-124 : Awarding a Bid for Improvements at Bangs & Prospect Avenue)

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury ParkJ.C. CONTRACTING, INC
(Bidder Name)

PART II – In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

- a.) Evidence of Business Registration Certificate for all Subcontractors listed;

– AND –

- b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

SEE PAGES 53 & 54
SUBMITTALS

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

Jc

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

Bidders must submit, along with their Bid Packets, this **PREVAILING WAGE COMPLIANCE DECLARATION**.

The above-named Bidder, located at

681 MILL ST. RAHWAY N.J 07065

(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION:

Jc

BIDDER'S ACKNOWLEDGEMENT

Intersection Improvements at Bangs Avenue & Prospect Avenue City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders may visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders may make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J.C. CONTRACTING, Inc

(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

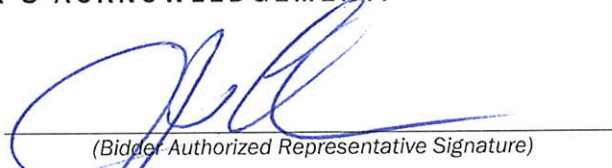
All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this
BIDDER'S ACKNOWLEDGEMENT:

BY:


(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

JOHN CUNHA
(Print or Type)

TITLE:

PRESIDENT

AMERICAN PRODUCTS CERTIFICATION

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

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

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

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

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

Jc

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J.C. CONTRACTING, INC

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

- 1.) Date of Incorporation or Formation of bidding entity: 9-13-2000
- 2.) State of Incorporation or Formation of bidding entity: J.C. CONTRACTING, INC
- 3.) Number of years engaged in the contracting business under your present firm or trading name: 23
- 4.) General character of work performed by company: ROAD WORK, TRAFFIC SIGNAL
- 5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

NO

- 6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

NO

- 7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

NO

- 8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

NO

- 9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

YES

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

Intersection Improvements at Bangs Avenue & Prospect Avenue
City of Asbury Park

J. C. CONTRACTING, INC
(Bidder Name)

- 10.) Upon request, will you provide a detailed financial statement and furnish any other financial information that may be required by the proper agency?

YES

- 11.) Please provide a minimum of five (5) references and the following information for projects currently in progress or completed within the last three (3) years:

PROJECT NAME & ADDRESS	PROJECT OWNER	PROJECT ENGINEER	PHONE NUMBER(S) & EMAIL ADDRESS(ES)
<u>SEE ATTACHED LISTS</u>			
<u>PAGES 71 & 72</u>			
<u>COLUMBIA TPK</u> <u>FLOHAM PARK</u>	<u>MORRIS CTY</u>	<u>D. DELACIA CORP</u>	<u>973 285-6755</u>
<u>EAST COUNTY LINK RD</u>	<u>OCEAN CTY</u>	<u>TOM MARTE</u> <u>DRFW</u>	<u>732 929-2130</u>
<u>NEWDALE AVE JERSEY CITY</u>	<u>JERSEY CITY</u>	<u>BANGHART</u>	<u>201 547-4411</u>
<u>FUEL TANKS</u>	<u>PNCT</u>	<u>GEO. STAVROU</u>	<u>973 522-4731</u>
<u>INMAN AVE & CLIFULAND</u>	<u>WOODBRIDGE</u>		<u>732 634-4500</u>

NJ DEPARTMENT OF TRANSPORTATION	SUB	ROUTE 206 INTERSECTION IMPROV - DOCTORS WAY TO VALLY RD	\$ 994,508.00	ASHLEY LEVASSEUR	908-234-1700	2024
NJDOT	SUB	ROUTE 206 & FLANDERS- NETGONG RD FOR WAWA	\$ 265,989.00	FULCRUM GROUP	518 231-6225	2024
NJDOT	SUB	ROUTE 9	\$ 4,831,065.00	EARLE CONSTRUCTION	732 308-1113	2024
PNCT	GC	REPLACE FUEL TANKS	\$ 1,310,983.00	PORT NEWARK CONTERMINAL	973 522-4731	2024
NJDOT	SUB	ROUTE 18	\$ 967,670.00	EARLE CONSTRUCTION	732 308-1113	2024
MORRIS COUNTY	GC	CENTER GROVE RD & QUAKER CHURCH RD	\$ 1,088,980.50	MORRIS COUNTY	973 285-6755	2024

OLD BRIDGE	SUB	TEXAS RD & COSTCO DRIVE	\$ 28,090.00	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2020
OCEAN COUNTY	SUB	R&R RESURFACING PORTIONS OF CERTAIN COUNTY ROADS	\$ 104,038.00	EARLE CO.	732.308.1113	2020
NEW HANOVER	SUB	MCGUIRE AIR FORCE BASE	\$ 32,800.00	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2020
MORRIS COUNTY	GC	PEDESTRIAN CROSSING IMPROVEMENTS MAIN ROAD (ROUTE 202) AT WAUGHAW ROAD	\$ 217,040.00	MORRIS COUNTY DEBBIE DELLAGIACOMA	973-285-6755	2020
	GC	TRAFFIC SIGNAL IMPROVEMENTS AT: INMAN AVENUE (C.R. 602) AND CLEVELAND AVENUE & CAVOUR STREET	\$ 372,957.50	WOODBIDGE ENGINEERING DEPARTMENT	732-634-4500	2020
JERSEY CITY	GC	CAR CHARGING STATIONS	\$ 23,843.89	DREW BANGHART	201 547-4411	2020
	SUB	ROADWAY IMPROVEMENTS SILVIA STREET EXTENSION TOWNSHIP OF EWING	\$ 198,320.00	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2020
MIDDLESEX COUNTY	GC	PEDESTRIAN HYBRID BEACONS AT MAPLE AVE, IN THE VICINITY OF DANIEL ST	\$ 327,093.00	D & R ENGINEERING	732-577-5547	2021
SOMERSET	SUB	SOUTH BRIDGE ST	\$ 56,450.00	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2021
WHARTON LIBRARY	SUB	CONDUIT TRNRCHING & FOUNDATIONS	\$ 23,500.00	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2021
TOWN OF MORRISTOWN	GC	STREETSCAPE LIGHTING IMPROVEMENTS AT MORRIS STREET AND ELM STREET	\$ 76,801.00	RALPH PANI	973-644-4367	2021
OCEAN COUNTY LAKEWOOD	SUB	RECONSTRUCTION EAST COUNTY LINE RD (CR 526) PHASE III, LAKEWOOD	\$ 85,198.00	TIFFANY ELECTRIC BRIAN DEROSIERS	974 808-0901	2021
JERSEY CITY	SUB	SUMMIT AVE - PAVONIA AVE - CENTRAL AVE	\$ 12,956.00	FRED BLOOMFIELD	973-467-4901	2021
LAKEWOOD	GC	LAKEWOOD WEST COUNTY LINE RD & TEABURY CT	\$ 267,521.00	OCEAN COUNTY		2022
MORRIS COUNTY FLORHAM PARK	GC	✓ COLUMBIA TURNPIKE	\$ 339,981.00	MORRIS COUNTY DEBBIE DELLAGIACOMA	973-285-6755	2022
OCEAN COUNTY	SUB	EAST COUNTY LINE RD LAKEWOOD	\$ 74,209.00	TIFFANY ELECTRIC	973 887-0901	2022
MONMOUTH CTY	SUB	MONMUOTH COUNTY ROUTE 26	\$ 328,875.00	BLACK ROCK CONSTRUCTION	732 967-6400	2022
JERSEY CITY	SUB	JERSEY CITY GRAND AVE & COMMUNIPAW AVE	\$ 37,948.00	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2022
MERCER CTY	SUB	HAMILTON AVE, MERCER COUNTY	\$ 140,576.00	EARLE CO.	732.308.1113	2022
MERCER CTY	SUB	PRINCETON AVE, MERCER COUNTY	\$ 82,195.00	EARLE CO.	732.308.1113	2022
JERSEY CITY	SUB	JERSEY CITY MUA PUMP HOUSE REPAIRS	\$ 40,861.00	SMITH-SONDY	973 777-7833	2022
MORRISTOWN	SUB	SPRINGFIELD AVE & PENN ST, MORRISTOWN	\$ 62,539.00	SMITH-SONDY	973 777-7833	2022
JERSEY CITY	GC	NEWARK AVE, JERSEY	\$ 7,137,553.00	DREW BANGHART	201 547-4411	2022
JERSEY CITY	SUB	PATERSON PLANK TPK LIGHTING	\$ 253,902.50	SMITH-SONDY	973 777-7833	2023
TOTOWA	SUB	TRAFFIC SIGNAL FOR NEW QUICKCHEK	\$ 106,179.00	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2023
NY & W RR	SUB	TRAFFIC SIGNAL FOR NY & WESTERN RAILROAD	\$ 50,490.60	NEW PRINCE CONCRETE & CONDTR	201 488-8208	2023
JERSEY CITY	SUB	RECONSTRUCT WATER PUMP BUILDINGS	\$ 245,515.18	SMITH-SONDY	973 777-7833	2023
PRIVATE	SUB	FREEMAN ELECTIC VEHICLE CHARGING STATIONS	\$ 65,712.20	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2023
OCEAN COUNTY	SUB	WEST COUNTY LINE RD & BROOKWOOD PKY	\$ 198,884.00	EARLE CO.	732.308.1113	2023
OCEAN COUNTY	SUB	CEDAR BRIDGE RD	\$ 171,243.00	EARLE CO.	732.308.1113	2023
MIDDLESEX CTY	SUB	CRANBURY SOUTH RD, CRANBURY	\$ 124,243.00	ALLAN-BRITEWAY ELECTRIC	973 781-0022	2023
JERSEY CITY	SUB	PATERSON PLANK RE, JERSEY CITY	\$ 241,597.00	SMITH-SONDY	973 777-7833	2023
JERSEY CITY MUA	SUB	BOOTON WATER SHED	\$ 111,067.00	SMITH-SONDY	973 777-7833	2023
BERGEN COUNTY	SUB	SUMMIT AVE & PASSAIC ST HACKENSACK	\$ 123,368.00	NEW PRINCE CONCRETE & CONDTR	201 488-8208	2023
PNCT	GC	BOLLARDS & GUIDE RAILS	\$ 72,400.00	GEORGE STAVROU	973 522-4731	2023
JERSEY CITY	SUB	JERSEY CITY RESERVIOR #3	\$ 75,605.00	SMITH-SONDY	973 777-7833	2023
PNCT	GC	GATTIC TRENCH SYSTEM	\$ 58,500.00	GEORGE STAVROU	973 522-4731	2023
NDOT	SUB	ROUTE 15 & BERSHIRE VALLEY ROAD		UNION PAVING		
		BRIDGE RELATED				
PASSAIC COUNTY	SUB	8TH STREET BRIDGE	\$ 67,000.00	KONKUS CONSTRUCTION	973 285-6323	2016
MORRIS COUNTY	GC	REPAIRS TO BRIDGE 1400-70	\$ 89,600.00	COUNTY OF MORRIS	973-285-6755	2018
NJDOT	SUB	AMBOY CONNECTOR ROUTE 35 BRIDGE	\$ 271,807.00	KONKUS CONSTRUCTION	973 285-6323	2018
PNCT	GC	WARF UPGRADES	\$ 473,265.00	PORT NEWARK CONTAINER TERM	973 522-4731	2019

PENDING ETHICAL VIOLATIONS STATEMENT

All Bidders are required to submit, along with Bid Packets, a statement on the Bidder's company letterhead that indicates there are no pending ethics violations against the Bidder or any of its officers.

*By initialing here, the Bidder hereby acknowledges this requirement and represents that the information provided in its **PENDING ETHICAL VIOLATIONS STATEMENT** is complete and accurate:*



BID PACKET CERTIFICATIONSTATE OF NEW JERSEY
COUNTY OFUNION

SS.

I, JOHN CUNHA, residing in TOMS RIVER
(Authorized Representative Name) (Municipality Name)In the County of OCEAN and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:I am PRESIDENT of the firm of J.C. CONTRACTING, INC
(Authorized Representative Title) (Bidder Name)_____, the Bidder submitting this Bid Packet for the Project, entitled
Intersection Improvements at Bangs Avenue & Prospect Avenue

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

BY:

[Signature]
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

JOHN CUNHA
(Print or Type)

TITLE:

PRESIDENT

This Bid Packet has been Sworn and Subscribed before me this

24 Day of JANUARY, 20 24

NOTARY PUBLIC SEAL:

NOTARY
PUBLIC[Signature]
(Notary Public Signature)
JAMES R McCLELLAN
(Print or Type Name)

My Commission Expires _____

JAMES R McCLELLAN
Notary Public, State of New Jersey
Comm. # 2432645
My Commission Expires 4/16/2028

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a **BID BOND** in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, J. C. Contracting, Inc.,
(Bidder Name)

located at 681 Mill Street, Rahway, NJ 07065, (hereinafter called the "Principal"), and
(Bidder Address)

Merchants Bonding Company, located at
(Surety Name)

PO Box 14498, Des Moines, IA 50306-3498, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto City of Asbury Park, as Owner, in the penal sum of

10% of the bid amount not to exceed \$20,000.00 (\$ 20,000.00)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

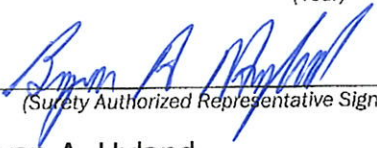
Intersection Improvements at Bangs Avenue & Prospect Avenue

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 24th of the month of

January in the year of 20 24.
(Month) (Year)

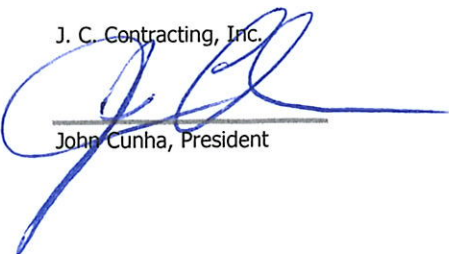
BY: 
(Surety Authorized Representative Signature)

NAME: Bryan A. Hyland
(Print or Type)

TITLE: Attorney-In-Fact

CORPORATE SEAL:

J. C. Contracting, Inc.


John Cunha, President

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY** in substantially the following form.

The Merchants Bonding Company located at
(Surety Name)

PO Box 14498, Des Moines, IA 50306-3498, a corporation organized under the laws of the State of
(Surety Address)

Iowa and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

Intersection Improvements at Bangs Avenue & Prospect Avenue, located in the

City of Asbury Park,
Monmouth County,
New Jersey

, is awarded to

J. C. Contracting, Inc.

(Bidder Name)

, the

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ total amount bid. The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

24th of January, 20 24.
(Date) (Month) (Year)

BY:

Bryan A. Hyland
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Bryan A. Hyland

(Print or Type)

TITLE:

Attorney-In-Fact

Surety Disclosure Statement & Certification

pursuant to N.J.S.A. 2A:44-143

Merchants Bonding Company (Mutual), surety on the attached bond, hereby certifies the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amount as of the calendar year ended December 31, 2022, which amounts have been certified by a certified public accountant.

<u>Surety Company</u>	<u>Capital and Surplus</u>	<u>Certified Public Accountant</u>
Merchants Bonding Company (Mutual)	\$241,908,057	KPMG, LLP

3. With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2023 is as follows:

<u>Surety Company</u>	<u>Underwriting Limitation</u>
Merchants Bonding Company (Mutual)	\$22,374,000

4. The amount of the bond to which this statement and certification is attached is \$ Total Amount Bid
5. If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each contract of reinsurance:

- a. That the name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
N/A		

- b. Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 5.a. satisfies the credit for reinsurance requirements established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized officer or agent of each surety on the bond)

I, Bryan A. Hyland, as Attorney-in-Fact of the Merchants Bonding Company (Mutual), a corporation organized under the laws of the State of Iowa, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

Dated: 1/24/24
(Month, Day, Year)

Bryan A. Hyland
Signature

Bryan A. Hyland
Printed name and title

MERCHANTS BONDING COMPANY POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bryan A Hyland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2024.



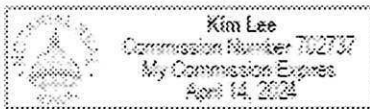
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of January, 2024.



William Warner Jr.
Secretary



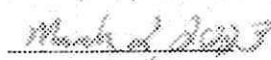
MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2022
Admitted Assets	
Bonds	\$ 226,994,807
Common Stocks	66,516,754
Real Estate	11,457,262
Cash and Short-Term Investments	22,288,237
Other Invested Assets	1,880,669
Subtotal, Cash and Invested Assets	329,137,729
Investment Income Due and Accrued	1,284,484
Premiums in the Course of Collection	17,368,367
Amounts Recoverable from Reinsurers	6,404,833
Net Deferred Tax Asset	1,907,316
Receivable from Affiliate	14,398,285
Other Assets	11,288,565
Total Admitted Assets	\$ 381,789,579
Liabilities & Surplus	
Losses	\$ 15,399,041
Reinsurance Payable on Paid Losses and LAE	1,093,950
Loss Adjustment Expenses	13,449,874
Commissions Payable	3,080,103
Other Expenses	6,409,928
Taxes, Licenses, and Fees	921,072
Current Federal Income Taxes	169,694
Unearned Premiums	71,372,980
Dividends Declared to Policyholders	6,596,061
Ceded Reinsurance Premiums Payable	8,088,564
Amounts Withheld for Others	13,300,255
Total Liabilities	139,881,522
Surplus	241,908,057
Total Liabilities and Policyholders' Surplus	\$ 381,789,579

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2022, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer


Date

street
67741 1st Avenue, Suite 100
West Des Moines, IA 50369-7754

mailing
P.O. Box 14698
Des Moines, IA 50316-9496

toll free 800-678-5571
local 515-283-5171
fax 515-283-5818

email info@merchantsbonding.com
website merchantsbonding.com



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **14494**

THIS IS TO CERTIFY THAT THE **MERCHANTS BONDING COMPANY (MUTUAL)**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

11 - Other Liability
13 - Fidelity and Surety



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: MERCHANTS BONDING COMPANY (MUTUAL)

NAIC COMPANY CODE: 14494

STATUTORY HOME ADDRESS:

6700 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

SPECIAL CONDITIONS:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-125

Resolution for Planning Board Referral of the Redevelopment Plan Amendment- Main Street
Redevelopment Plan Amendment - Mercy Center



RESOLUTION NO. 2024-125

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY
PARK REFERRING PROPOSED AMENDMENTS TO THE MAIN STREET
REDEVELOPMENT PLAN TO THE CITY OF ASBURY PARK PLANNING BOARD,
AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS
PURSUANT TO N.J.S.A. 40A:12A-7(E)**

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled “ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA” (the “Ordinance”); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 *et seq.*, the “Act”) the Ordinance adopted a plan (the “Main Street Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “Main Street Redevelopment Area” or the “Area”); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission; and

WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to increase further investment; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, the Mercy Center, an existing food pantry and community service organization, requested the City to consider an amendment to the Main Street Redevelopment Plan to permit replacement of the existing facility at the corner of Main Street and Third Avenue (Block 2805, Lot 17); and

WHEREAS, even though the Mercy Center first received a use variance to permit the use of a food pantry at its existing location at Block 2805, Lot 17 in 1999, the food pantry is not a permitted use in the Main Street Redevelopment Plan, Community Shopping Zone, and consequently any expansion or replacement of the existing facility is prohibited;

WHEREAS, on November 11, 2023 a publicly noticed public input session occurred during a Council meeting where the Mercy Center presented the proposal to replace the existing facility and the Council and public were given an opportunity to offer comments and ask questions;

WHEREAS, the City desires to consider the request by the Mercy Center to amend the Main Street Redevelopment Area and has prepared proposed amendments to the Main Street Redevelopment Plan, as set forth in the attached EXHIBIT A, in order to permit soup kitchens and food pantries as a permitted use on Block 2805, Lot 17 and to exclude this lot from the prohibited uses in the Redevelopment Plan, to permit a first or second story rooftop garden and/or seating area on Block 2805, Lot 17 as a component of the proposed extension of the existing facility, adding specific zoning and design regulations for Block 2805, Lot 17, and amending the parking standards for Block 2805, Lot 17; and

WHEREAS, the City's Director of Planning and Redevelopment has opined that the proposed amendments are appropriate as set forth in and attached hereto as EXHIBIT A; and

WHEREAS, the Mayor and City Council have reviewed the Proposed Amendment in Exhibit A and desire to forward the Proposed Amendment to the Planning Board for review pursuant to *N.J.S.A. 40A:12A-7(e)*.

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

1. The Mayor and Council hereby refer the Proposed Amendment in Exhibit A to the Planning Board for review and recommendation in accordance with the requirements of *N.J.S.A. 40A:12A-7(e)*.

2. The Planning Board is authorized and directed to prepare a report of its

recommendations (the “Planning Board Report”) regarding the Proposed Amendment to the Plan within forty-five (45) days of the date hereof.

3. The Planning Board Report shall identify any provisions within the Proposed Amendment to the Plan that are inconsistent with the City’s Master Plan, along with recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.

4. If the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Amendment to the Plan in accordance with *N.J.S.A. 40A:12A-7(e)*.

5. The Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Planning Board for review forthwith pursuant to *N.J.S.A. 40A:12A-7(e)*.

6. This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-125 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

ORDINANCE NO: 2024-_____
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

ORDINANCE AMENDING THE MAIN STREET REDEVELOPMENT PLAN

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled "ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq., the " Act") the Ordinance adopted a plan (the "Main Street Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Main Street Redevelopment Area" or the "Area"); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council still further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission; and WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to remove barriers to further improvement and community benefit; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, the Mercy Center, an existing food pantry and community service organization, requested the City consider an amendment to the Main Street Redevelopment Plan to permit replacement of the existing facility at the corner of Main Street and Third Avenue (Block 2805, Lot 17);

WHEREAS, the food pantry is not a permitted use in the Main Street Redevelopment Plan, Community Shopping Zone, and the Mercy Center first received a use variance to permit the use at its existing location in 1999. As such any expansion or replacement of the existing facility is prohibited;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area as well as the community need for the food pantry and services offered by the Mercy Center;

WHEREAS, on November 11, 2023 a publicly noticed public input session occurred during a Council meeting where the Mercy Center presented the proposal to replace the existing facility and the Council and public were given an opportunity to offer comments and ask questions;

WHEREAS, the Council finds that amendment to the Main Street Redevelopment Plan, Community Shopping Zone, is appropriate in order to permit the replacement and improvement of the existing Mercy Center facility and that the result will be an enhancement of the appearance and function of the site as well as an expansion of community services;

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

SECTION 1. (additions are shown as **thus**; deletions are shown as ~~**thus**~~)

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Principal Uses* in the *Community Shopping Zone*, the following language shall be added:

;soup kitchens and food pantries are permitted on Block 2805, Lot 17.

Page 39 of the Main Street Redevelopment Plan, within the row setting forth the *Prohibited Uses*, the following language shall be amended:

Nursing homes, licensed health care facilities, soup kitchens and food pantries **(excluding Block 2805, Lot 17)**, houses of worship and places of assembly, social clubs, retail sales and service establishments providing goods and repair services for vehicles, used car sales, motor vehicle repair garages, motor vehicle body repair garages, gas stations, check cashing services, automobile rental, appliance rental, adult entertainment including adult arcades, adult bookstores, adult cabarets, adult motion picture theaters, and adult theaters. Drive-thru facilities are prohibited, except in the North Gateway and for banks in Sunset Park.

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Accessory Uses* in the *Community Shopping Zone*, the following language shall be added:

; first or second story rooftop garden and/or seating area on Block 2805, Lot 17.

SECTION 2. (additions are shown as thus; deletions are shown as ~~thus~~)

Page 40 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, the following language shall be added below the table:

* SPECIFIC ZONING AND DESIGN REGULATIONS FOR BLOCK 2805, LOT 17

- Vehicle access using Third Avenue is prohibited.
- Large Expanses of blank walls shall feature murals to be approved by the Municipal Public Art Commission.
- Bicycle parking spaces shall be provided equal in number to vehicle parking spaces.
- Building entrances facing Main Street shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments. Service doors shall be integrated with the building design and need not be articulated.
- Upper floor windows shall be divided into individual units, rather than a continuous “ribbon.”
- Windows shall be recessed, or project as bays from the main wall, so as to create texture and shadows on the façade for visual interest.
- Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.
- Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitches roof forms, or penthouses.
- Screening shall be constructed of the same or complementary material as the building.
- Excluding pitched roofs, a sustainable roof top shall be provided; the roof area shall consist of a cool white roof, green roof, and/or solar panels. Any proposed rooftop garden or seating area shall be excluded from this requirement.

SECTION 3. (additions are shown as thus; deletions are shown as ~~thus~~)

Page 43 of the Main Street Redevelopment Plan, within the *Parking Standards* table, within the *Commercial Uses* row, the following shall be added:

Land Use	Unit	Min. No Spaces/Unit	Max. No. Spaces/Unit
<u>Block 2805, Lot 17</u>	<u>Per 1,400 sf</u>	<u>1</u>	<u>N/A</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-126

A license agreement for a small brick retaining wall in the ROW of Sixth Avenue in front of 615 Sixth Avenue. \$1,000 per year.



RESOLUTION NO. 2024-126

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A LICENSE AGREEMENT TO PERMIT A LIMITED ENCROACHMENT INTO THE RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT 615 SIXTH AVENUE (BLOCK 3007, LOT 19), RELATING TO A BRICK RETAINING WALL SITUATED ALONG SIXTH AVENUE (CORNER OF BOND STREET AND SIXTH AVENUE), IN ASBURY PARK, NEW JERSEY

WHEREAS, the City of Asbury Park (the “City”) possesses jurisdiction over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, Joaquim and Maria Ascenso (referenced as the “Owners”) are the record owners of certain real property located at 615 Sixth Avenue in the City, which is more commonly known and designated as Block 3007, Lot 19 on the official City Tax Map (the “Property”); and

WHEREAS, the Owners have requested the City’s permission to maintain an existing brick retaining wall (the “retaining wall”) which they constructed within the R.O.W. area adjacent to the Property, situated along Sixth Avenue, which connects to an existing brick wall that is located adjacent to the Property along Bond Street; and

WHEREAS, the location, height and appearance of the retaining wall (which is split into two separate sections and interrupted by a walkway which leads to the front door of the subject home) are depicted in more detail in Exhibit “A” which is annexed to the attached License Agreement; and

WHEREAS, a Survey of the Property, as prepared by Michael S. Lynch, Professional Land Surveyor, dated April 27, 2011, which further depicts the Property, is set forth in Exhibit B which is annexed to the attached License Agreement; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public R.O.W. areas on a case-by-case basis; and

WHEREAS, to the extent that the City possesses jurisdiction over the R.O.W. area (the “R.O.W. area”) adjacent to Sixth Avenue where the encroachment is located, and without making any affirmative representations with regard thereto, the City is willing to permit the

continued presence/maintenance of the retaining wall in the R.O.W. area under the terms and conditions set forth in the attached License Agreement, or one which is substantially similar thereto and satisfactory to the City Attorney.

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

1. That, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby grants to the Owners the right (also known as the "License") to maintain and/or repair the existing retaining wall that is located in the R.O.W. area along Sixth Avenue, conditioned upon the annual payment of the sum of One Thousand Dollars (\$1,000.00) per year, and further subject to the terms and conditions set forth in the attached License Agreement to be executed by the Parties.
2. That the term of this approval shall be for a period of no longer than five (5) consecutive years, expiring on December 31, 2028. The approval for the first year of the within term shall be retroactive to January 1, 2024.
3. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement, or one which is substantially similar thereto and which is approved by the City Attorney.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Joaquim and Maria Ascenso;
 - b. Lillian L. Nazzaro, Esq., City Manager;
 - c. Michele Alonso, Director of Planning and Redevelopment; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-126 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

**LICENSE AGREEMENT TO PERMIT A LIMITED ENCROACHMENT
INTO THE RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT
615 SIXTH AVENUE (BLOCK 3007, LOT 19), RELATING TO A BRICK RETAINING
WALL SITUATED ALONG SIXTH AVENUE (CORNER OF BOND STREET AND
SIXTH AVENUE), IN ASBURY PARK, NEW JERSEY.**

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2024, by and between JOAQUIM AND MARIA ASCENSO ("Licensees"), whose address is 111 Thompson Street, Apt. 2, New York, New York 10012, and the CITY OF ASBURY PARK ("Licensor" or "City"), a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712.

Collectively, the Licensees and the Licensor shall hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Licensor possesses jurisdiction over certain public right-of-way ("R.O.W.") areas located within the City; and

WHEREAS, the Licensees are the record owners of certain real property located at 615 Sixth Avenue in the City, which is more commonly known and designated as Block 3007, Lot 19 on the official City Tax Map (the "Property"); and

WHEREAS, the Licensees have requested the City's permission to maintain an existing brick retaining wall (the "retaining wall") which they constructed within the R.O.W. area adjacent to the Property, situated along Sixth Avenue, which connects to an existing brick wall that is located adjacent to the Property along Bond Street; and

WHEREAS, the retaining wall which is the subject of the within License Agreement measures approximately ten (10) inches high, extending in an upward direction from the sidewalk, and extends for a distance of approximately 45.5 linear feet in an easterly direction from the corner of Sixth Avenue and Bond Street; and

WHEREAS, the location, height and appearance of the retaining wall (which is split into two separate sections and interrupted by a walkway which leads to the front door of the subject home) are depicted in more detail in Exhibit "A" attached hereto; and

WHEREAS, a Survey of the Property, as prepared by Michael S. Lynch, Professional Land Surveyor, dated April 27, 2011, which further depicts the Property, is attached hereto as Exhibit "B"; and

WHEREAS, to the extent that the City possesses jurisdiction over the R.O.W. area (the "R.O.W. area"), adjacent to Sixth Avenue where the encroachment is located, and without making any affirmative representations with regard thereto, the City is willing to permit the continued presence/maintenance of the retaining wall described above and shown in Exhibit "A" attached hereto within the City's R.O.W. area under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for good and valuable consideration, the adequacy of which the Parties expressly acknowledge, the Parties agree as follows:

1. That, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby grants to the Licensees the right (also known as the "License") to maintain and/or repair the existing retaining wall that is located in the R.O.W. area along Sixth Avenue, as depicted and described in more detail in the attached Exhibits "A" and "B," conditioned upon payment of the sum of One Thousand Dollars (\$1,000.00) per annum to the City, and further subject to the terms and conditions set forth herein.
2. The within License shall allow the existing retaining wall only, and no other improvements (other than flowers and shrubbery), to remain in the R.O.W. area. The existing retaining wall may not be expanded in size or scope without obtaining further written approval from the City. Further, the Licensees must request and receive written permission from the City to permit any other improvements to exist within the said R.O.W. area.
3. The term of this approval shall be for a period of no longer than five (5) consecutive years, expiring on December 31, 2028. The approval for the first year of the within term shall be retroactive to January 1, 2024.
4. The annual fee referenced in Paragraph 1 above shall be payable to the "City of Asbury Park" as follows:
 - a. The fee for 2024 must be paid within seven (7) days of the execution of the within License Agreement.
 - b. The fee for all subsequent years (2025 and beyond) shall be due and payable on or before **January 1st** of each year. The Licensees shall be granted a ten (10) day grace period from that date to make each annual payment. Failure to make payment within said time period shall enable the City to cancel the within Agreement without further notice. If the Agreement is terminated, then the Licensees shall remove the retaining wall from the R.O.W. area within thirty (30) days of receipt of notice by the City or be subject to municipal summonses.
5. This Agreement and the within License shall also be revocable at the will of Licensor upon thirty (30) days prior written notice to the Licensees, and the Licensees shall have no recourse whatsoever against the Licensor if said Agreement and License is revoked at any time and/or for any reason. If the Agreement is terminated, then the Licensees shall remove the retaining wall from the R.O.W. area within thirty (30) days of receipt of notice by the City or be subject to municipal summonses. In such case, any fee(s) paid prior to removal shall not be prorated, and the Licensees shall have no right to a return of any fee(s) already paid to the City.

6. The Parties agree that this Agreement shall be terminated in the event the Licensees remove the existing retaining wall. In such case, any fee(s) paid prior to removal shall not be prorated, and the Licensees shall have no right to a return of any fee(s) already paid to the City.
7. The Licensees shall exercise the rights granted herein at the Licensees' own risk and agree that they shall not be entitled to claim any damages against the Licensor for any injury or damages suffered on account of the License granted herein, except to the extent that any claim or damages is/are caused by the gross negligence or willful misconduct of the Licensor.
8. The Licensees, along with their successors and/or assigns, agree to indemnify, save and hold harmless the Licensor, as well as all officials, employees and agents of the Licensor, from and against any and all claims, liability, losses, etc., including attorney's fees, for injury (including death) or damages sustained to any person or property arising from or relating to the retaining wall and/or the R.O.W. area and/or the License granted herein.
9. The Licensees acknowledge that additional approvals may be required from other agencies and/or authorities, besides the Licensor, that may have jurisdiction over the R.O.W. area. It is the Licensees' sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities, provided, however, that the Licensor agrees to cooperate in any effort of the Licensees to obtain the consent of any such agency or authority to use the R.O.W. area, for the purpose stated herein.
10. Use of the R.O.W. area for the existing retaining wall shall cease as of the time that the Licensees sell the Property. The within License shall not run with the land, and shall not be assignable or transferable without the written approval of the Licensor.
11. This Agreement may be amended and modified only by an instrument in writing, executed by the Parties hereto, or their successors and/or assigns.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
13. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic mail or facsimile version of an executed original of this Agreement shall be deemed as valid as if an original one were delivered.

[Signatures on the Next Page.]

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year first written above.

Witness:

Licensee:

Print Name: _____

By: JOAQUIM ASCENSO

Licensee:

Print Name: _____

By: MARIA ASCENSO

Attest:

CITY OF ASBURY PARK

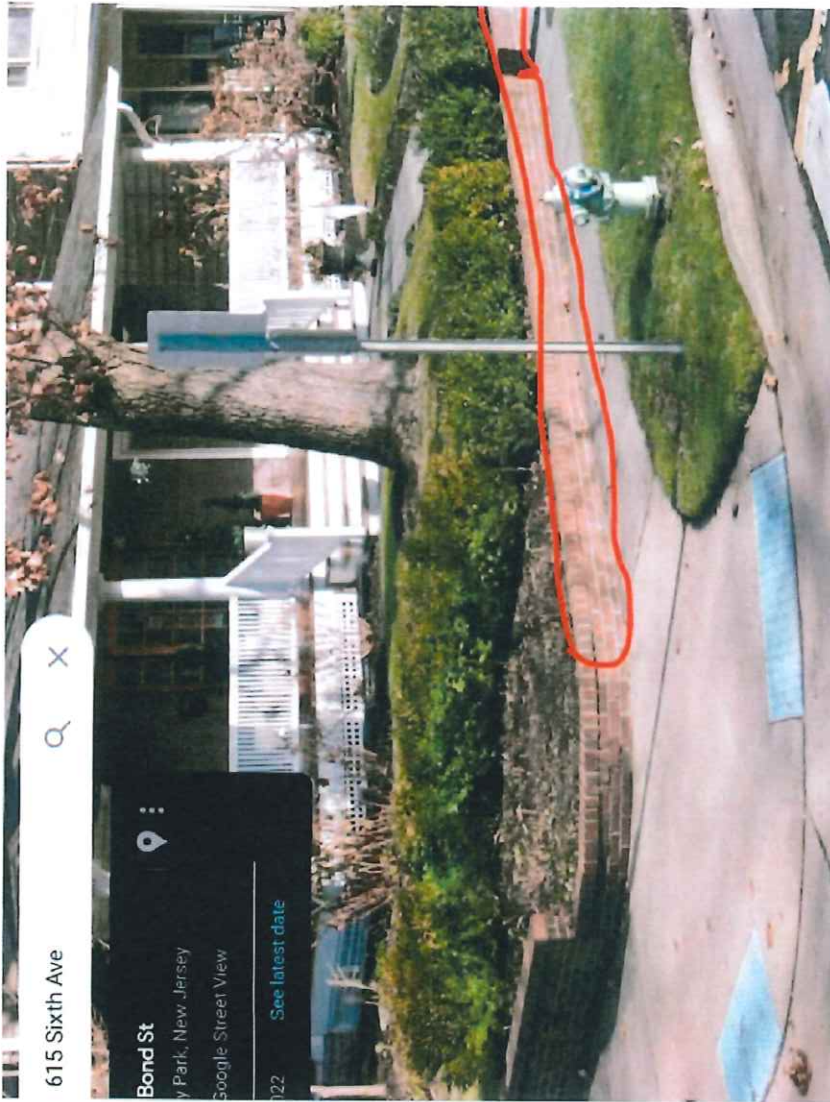
Lisa Esposito, City Clerk

Honorable John Moor, Mayor

EXHIBIT “A”

Attachment: 615 Sixth Ave License Agreement (Retaining Wall) (4876-7871-8883; 1) (2024-126 : License agreement for 615 Sixth Avenue R-O-W

45.5 linear feet of new retaining wall



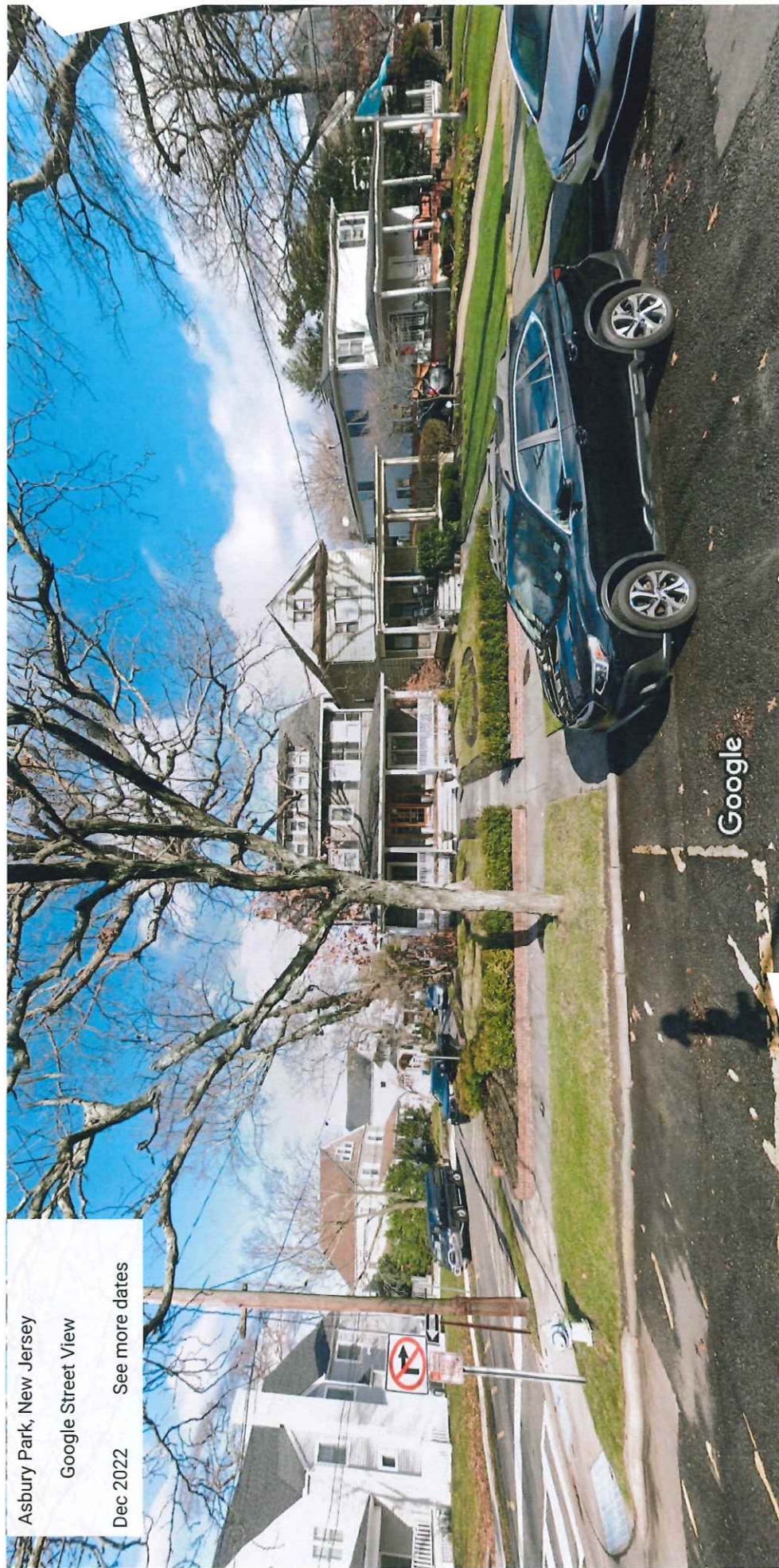


Image capture: Dec 2022 © 2024 Google



EXHIBIT “B”

Attachment: 615 Sixth Ave License Agreement (Retaining Wall) (4876-7871-8883; 1) (2024-126 : License agreement for 615 Sixth Avenue R-O-W

NOTE: THIS CERTIFICATION IS MADE ONLY TO HEREON NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAME PURCHASER, NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING BUT NOT LIMITED TO USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION EITHER DIRECTLY OR INDIRECTLY.

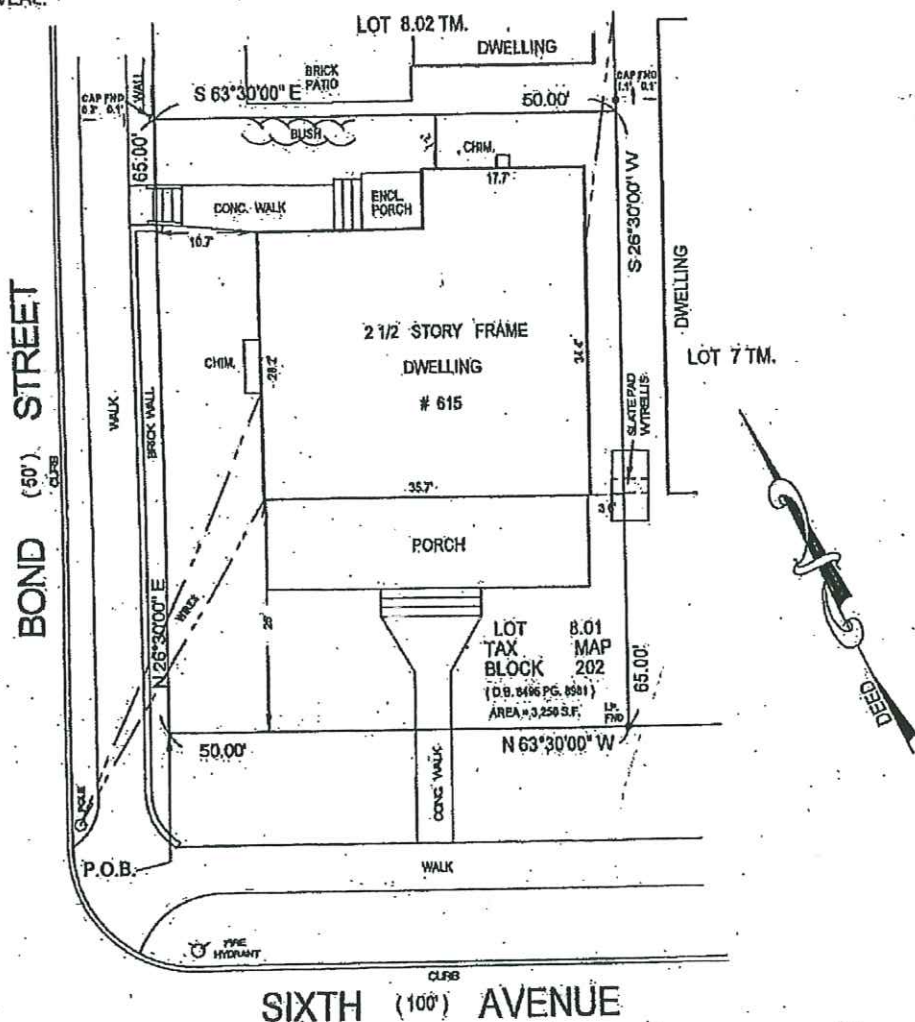
NOTE: THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF ANY TITLE REPORT AND/OR SEARCH. THE PROPERTY SHOWN HEREON, MAY BE SUBJECT TO VARIOUS EASEMENTS AND/OR "RIGHTS OF OTHERS". THIS SURVEY IS SUBJECT TO REVISIONS AS SUCH A REPORT AND/OR SEARCH MAY REVEAL.

THIS SURVEY DOES NOT DETERMINE THE EXISTENCE, NONEXISTENCE OR LOCATION OF FRESHWATER WETLANDS OR OTHER ENVIRONMENTAL CONDITIONS.

NOTE: UNDERGROUND UTILITIES, IF ANY, HAVE NOT BEEN LOCATED.

"A WRITTEN 'WAIVER AND DIRECTION NOT TO SET CORNER MARKERS' HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO P.L. 2003, c.14 (C45:8-36.3) and N.J.A.C. 13:40-5.1 (d).

NOTE: SURVEY SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.



SURVEY OF PROPERTY FOR: JOAQUIM and MARIA ASCENSO and ANTONIO and MARIA CORREIA
SITUATED IN: CITY OF ASBURY PARK, MONMOUTH COUNTY, N.J.
PREPARED BY: THOMAS M. ERNST & ASSOCIATES, PROFESSIONAL LAND SURVEYORS, INC.
457 SPOTSWOOD-ENGLISHTOWN ROAD P.O. BOX 221 JAMESBURG, N.J. 08831
CERTIFICATE NUMBER 24GA27967000 PHONE (732) 251-1001 FAX (732) 251-9470
DATE: APRIL 27, 2011 SCALE: 1" = 15'

CERTIFIED TO: JOAQUIM and MARIA ASCENSO and ANTONIO and MARIA CORREIA;
ISB MORTGAGE CO., LLC, its successors and/or assigns as their interest may appear;
FIDELITY NATIONAL TITLE INSURANCE COMPANY;
COASTAL TITLE AGENCY, INC.;
MEHR, LaFRANCE & WILLIAMS;
and MICHAEL KRAMER

CT-58168M

Michael S. Lynch
MICHAEL S. LYNCH
PROFESSIONAL LAND SURVEYOR
NEW JERSEY LIC. #35382

Attachment: 615 6th Ave Survey 4-27-2011 (2024-5 : Contract Negotiation: Wall in ROW for 615 Sixth Avenue)

Packet Pg. 35



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-127

Five month license agreement for seasonal door projection into the sidewalk Right-of-Way (ROW)
\$280 per year.



RESOLUTION NO. 2024-127

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A LICENSE AGREEMENT FOR ENCROACHMENT INTO AN AREA OF THE CITY RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 550 COOKMAN AVENUE (BLOCK 3105, LOT 4)

WHEREAS, the City of Asbury Park (the “City”) has ownership and control over the public right-of-way (“R.O.W.”) areas located within the City, including the sidewalk area adjacent to Cookman Avenue which is in front of the restaurant operated by Vincenzo, LLC at 550 Cookman Avenue, Unit 108, in the City, known as “Talula’s”; and

WHEREAS, Vincenzo, LLC has requested that the City allow it to construct a temporary seasonal vestibule on and over a portion of the sidewalk in front of Talula’s on Cookman Avenue; and

WHEREAS, the City is willing to allow this temporary construction under the terms and conditions as set forth in the attached License Agreement; and

WHEREAS, the area of the encroachment permitted to be utilized by Vincenzo, LLC shall not be larger than the following: 76” wide and 20” out into the public right-of-way (sidewalk) measured from the front door of the restaurant. A depiction of the temporary seasonal vestibule is set forth in Exhibit “A” annexed to the attached License Agreement; and

WHEREAS, the term of this approval shall be limited to the 5 month period from November through March, on an annual basis, for no longer than three (3) consecutive years, expiring on March 31, 2026. The approval for the first year of the within term shall be retroactive to November 1, 2023; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public R.O.W. areas on a case-by-case basis; and

WHEREAS, to the extent that the City possesses jurisdiction over the R.O.W. area (the “R.O.W. area”) adjacent to Cookman Avenue where the encroachment is located, and without making any affirmative representations with regard thereto, the City is willing to permit the construction of the seasonal vestibule in the R.O.W. area under the terms and conditions set forth

in the attached License Agreement, or one which is substantially similar thereto and satisfactory to the City Attorney.

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

1. That, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby allows Vincenza, LLC to construct a temporary seasonal vestibule on and over a portion of the sidewalk in front of the restaurant operated by Vincenza, LLC, located in the R.O.W. area along Cookman Avenue, conditioned upon payment of the sum of Fifty Six Dollars (\$56.00) per month (representing a total of \$280.00 for the 5-month term, per year), and further subject to the terms and conditions set forth in the attached License Agreement to be executed by the Parties.
2. That the term of this approval shall be limited to the 5 month period from November through March, on an annual basis, for no longer than three (3) consecutive years, expiring on March 31, 2026. The approval for the first year of the within term shall be retroactive to November 1, 2023.
3. That, notwithstanding the time periods referenced in paragraph 2 above, the temporary seasonal vestibule shall not be allowed to remain within the R.O.W. area during the time that a sidewalk café permit relating to the subject premises is in effect.
4. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement, or one which is substantially similar thereto and which is approved by the City Attorney.
5. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
6. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Vincenza, LLC;
 - b. Lillian L. Nazzaro, Esq., City Manager;
 - c. Michele Alonso, Director of Planning and Redevelopment; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-127 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

**LICENSE AGREEMENT FOR ENCROACHMENT INTO AN AREA OF THE CITY
RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT
550 COOKMAN AVENUE (BLOCK 3105, LOT 4).**

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2024, by and between VINCENZA, LLC, whose address is 550 Cookman Avenue, Unit 108, Asbury Park, New Jersey 07712 (hereinafter "Licensee"), and the CITY OF ASBURY PARK, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter ("Licensor" or "City").

Collectively, the Licensee and the Licensor shall hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Licensor has ownership and control over the public right-of-way areas located within the City of Asbury Park, including the sidewalk area adjacent to Cookman Avenue which is in front of the restaurant operated by Licensee at 550 Cookman Avenue, Unit 108, Asbury Park, New Jersey, known as "Talula's"; and

WHEREAS, Licensee has requested that Licensor allow it to construct a temporary seasonal vestibule on and over a portion of the sidewalk in front of the restaurant operated by Licensee on Cookman Avenue; and

WHEREAS, Licensor is willing to allow this temporary construction under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for good and valuable consideration, the adequacy of which the Parties expressly acknowledge, the Parties agree as follows:

1. Licensor hereby grants to Licensee the revocable right (the "License") to construct a temporary seasonal vestibule on and over a portion of the sidewalk in front of the restaurant operated by Licensee on Cookman Avenue, subject to the conditions set forth herein.
2. The area of the encroachment permitted to be utilized by Licensee pursuant to the within License shall not be larger than the following: 76" wide and 20" out into the public right-of-way (sidewalk) measured from the front door of the restaurant. A depiction of the temporary seasonal vestibule is shown on the attached Exhibit "A."
3. The term of the License shall be limited to the 5 month period from November through March, on an annual basis, for no longer than three (3) consecutive years, expiring on March 31, 2026. The approval for the first year of the within term shall be retroactive to November 1, 2023.

4. Notwithstanding the time periods referenced in paragraph 3 above, the temporary seasonal vestibule shall not be allowed to remain within the R.O.W. area during the time that a sidewalk café permit relating to the subject premises is in effect.
5. The Licensee agrees to pay the Licensor the sum of \$56.00 per month (representing a total of \$280.00 for the 5-month term, per year) as part of the consideration for the granting of the within License.
6. The within License shall be revocable at the will of Licensor, and Licensee shall have no recourse against Licensor if said privilege is revoked at any time during the course of the within Agreement.
7. Licensee acknowledges the legal title of Licensor to the above described property and does hereby agree to never deny such title or to claim title in Licensee's name.
8. Licensee will exercise the privilege granted herein at Licensee's own risk and agrees that it will never claim any damages against Licensor for any injury or damages suffered on account of the License, regardless of fault or negligence of the Licensor.
9. Licensee further agrees to indemnify, save and hold harmless the Licensor, as well as all officials, employees and agents of the Licensor, from and against any and all claims, liability, losses, etc., including attorney's fees, for injury (including death) or damages sustained to any person or property arising from or relating to the License granted herein.

[Signatures on the Next Page.]

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year first written above.

Witness:

Licensee:

VINCENZA, LLC

Print Name: _____

By: _____

Shanti Mignogna, Owner

Attest:

CITY OF ASBURY PARK

Lisa Esposito, City Clerk

Honorable John Moor, Mayor

EXHIBIT “A”



Attachment: Vestibule Letter to Asbury Park-2 (2024-6 : Contract Negotiation: 550 Cookman Avenue - Talula's Pizza)

1/03/2024

Packet Pg. 4



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-128

1201 Memorial Drive Redevelopment Plan - Planning Board Referral



RESOLUTION NO. 2024-128

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

**RESOLUTION OF THE CITY OF ASBURY PARK REFERRING THE PROPOSED
“REDEVELOPMENT PLAN FOR 1201 MEMORIAL DRIVE, CITY OF ASBURY PARK
MONMOUTH COUNTY, BLOCK: 203, LOT 5 DATED FEBRUARY 5, 2024, IN
ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW,
N.J.S.A. 40A:12A**

WHEREAS, the entire area of the City of Asbury Park (the “City”) has been designated by the Department of Community Affairs to be an area in need of rehabilitation and is in an area endangered by blight and in need of rehabilitation as measured by physical deterioration of buildings and the maintenance thereof, the age of building stock and other structures and arrearages in real property taxes due on buildings, structures, and land; and

WHEREAS, after extensive consultation and discussion, a draft “Redevelopment Plan for 1201 Memorial Drive, City of Asbury Park, Monmouth County, Block: 203, Lot: 5” dated February 5, 2024 (the “Plan”); was prepared by Kyle McManus Associates in cooperation with the Director of Planning and Redevelopment, Mayor, and City Manager; and

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, City Council is to refer the proposed Plan to the City of Asbury Park Planning Board for its review and recommendation pursuant to law; and

NOW, THEREFORE, it is hereby resolved by the City Council as follows:

1. The City Council hereby refers the proposed Plan which is on file at the municipal offices of the City of Asbury Park, and incorporated herein as if set forth in full, to the City of Asbury Park Planning Board for review and recommendation in accordance with N.J.S.A. 40A:12A-7(e).
2. The City of Asbury Park Planning Board shall generate a report within forty-five (45) days after this referral containing its recommendation regarding the proposed Plan. The report shall include a determination as to whether the proposed Plan is substantially consistent with the City of Asbury Park Master Plan, or is designed to effectuate the Master Plan, and if inconsistent, shall identify the inconsistencies it may have identified. The report of the Planning Board may also include any other matters the Board deems appropriate.

3. City Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
4. This Resolution shall take effect immediately.
5. A copy of this Resolution shall be forwarded to the Planning Board Secretary.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-128 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK

1201 MEMORIAL DRIVE REDEVELOPMENT PLAN



BLOCK 203 LOT 5

ASBURY PARK CITY NJ

Draft: February 5, 2024



1201 MEMORIAL DRIVE REDEVELOPMENT PLAN

BLOCK 203 LOT 5

CITY OF ASBURY PARK, MONMOUTH COUNTY

Adopted _____

CITY OF ASBURY PARK MAYOR AND COUNCIL

John Moor, Mayor
Amy Quinn, Deputy Mayor
Yvonne Clayton

Angela Ahbez- Anderson
Eileen Chapman

Frederick Raffetto, Esq., City Attorney
David Clark, Redevelopment Attorney
Michele Alonso, PP, AICP, Director of Planning and Redevelopment
Elizabeth McManus, PP AICP LEED AP, City Planning Consultant

CITY OF ASBURY PARK PLANNING BOARD

Barbara Krzak - Chairperson
Michael Goonan- Vice Chairperson
Mayor John Moor
Councilperson Yvonne Clayton
Transportation Dir. - James Bonanno

Erik Galipo
Rick Lambert
Jim Henry
Daniel Sciannameo
Jennifer Souder

Jack Serpico, Esq., Board Attorney
Michael Sullivan, PP, AICP, ASLA, Board Planner
Jason Fichter, PE,PP,CFM,CME, Board Engineer

Prepared for the City of Asbury Park by:



Elizabeth K. McManus, PP, AICP, LEED AP
New Jersey Licensed Planner #5915



Brett L. Harris, PP, AICP
New Jersey Licensed Planner #650100

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Exhibit A – Concept Plan

Exhibit B – Concept Building Renderings

INTRODUCTION

The Redevelopment Plan provides the policy and regulation for revitalization of 1201 Memorial Drive, Asbury Park, New Jersey (aka Block 203, Lot 5). The Redevelopment Plan Area encompasses one lot, specifically a 1.55-acre corner lot, with frontage on Memorial Drive, Fourth Avenue, and Fifth Avenue. The Area envisions the redevelopment of the vacant underutilized lot, transforming it into a development that can create a cohesive built environment between the residential neighborhoods to the west and the larger footprint commercial buildings found along Memorial Avenue. The Area will serve as a transitional area between the commercial and residential areas of the City, while creating a sense of place that promotes a high quality of life, economic support to the City's downtown, and a diversity of household incomes.

Rehabilitation is commonly recognized as a process governed by the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) ("the Law") that is undertaken in accordance with a rehabilitation plan adopted by the municipality. The Law defines rehabilitation as "the repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area." An area may be designated in need of rehabilitation by the local governing body if it is determined that the area exhibits any of the following conditions:

1. A significant portion of structures in the area is in deteriorated or substandard condition;
2. More than half of the housing stock in the delineated area is at least 50 years old;
3. There is a pattern of vacancy, abandonment or underutilization of properties in the area;
4. There is a persistent arrearage of property tax payments on properties in the area;
5. Environmental contamination is discouraging improvements and investment in properties in the area; or
6. A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is need of repair or substantial maintenance.

The designation of an area in need of rehabilitation may cover a neighborhood, other delineated area or, at times, an entire municipality. The City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years. Unlike the procedures for designating an Area in Need of Redevelopment, no public hearing is necessary for a rehabilitation designation. Similarly, eminent domain is not allowed for properties in an area designated as in need of rehabilitation. Once an Area in Need of Rehabilitation is designated, the municipality may exercise the following powers:

1. Rehabilitation, repair and improvement of both residential and non-residential structures, done independently or as part of a redevelopment plan or project;
2. Redevelopment and the greater powers associated with the redevelopment designation (except for eminent domain) provided a redevelopment plan is adopted by ordinance for the area in need of rehabilitation; and
3. Tax abatements and exemptions, such as five-year property tax exemptions and abatements pursuant to the procedures and requirements of the Five-Year Exemptions and Abatement Law (N.J.S.A. 40A:21-1 et seq.).
4. In areas that have been designated as Areas in Need of Rehabilitation, municipalities can prepare Rehabilitation Plans and the Governing Body may adopt an Ordinance for that area. This Redevelopment Plan is adopted based on the designation of the entire City of Asbury Park as an area in need of rehabilitation.

The Redevelopment Plan Area serves as a transition point between the traditional residential neighborhoods of the City and the commercial uses found along Memorial Avenue. The area surrounding the subject property is characterized by a mix of residential and commercial uses. Residential uses are generally located to the west and commercial uses are generally located to the north, east, and south along Memorial Drive.

REDEVELOPMENT PLAN OBJECTIVES

The 1201 Memorial Drive Redevelopment Plan is intended to provide a framework for redevelopment of the area. This Redevelopment Plan is guided by the following objectives:

1. Promote redevelopment of a long-vacant property along one of the City's primary north-south corridors, Memorial Drive.

2. Create diverse housing opportunities in the form of multi-family residential development that accommodates a mix of incomes and household sizes. This includes, but is not limited to, affordable housing set aside of not less than 20%.
3. Promote economic development and growth for the City through the promotion of mixed-use development, with an emphasis on residential uses that will lead to more residents within walking and biking distance of the shops, services and activities of the downtown.
4. Maintain the overall character and quality of life for existing City residents by permitting uses that are sensitive to the surrounding area (particularly residences adjacent to the west) and limiting impacts from the Redevelopment Area, such as lighting and noise.
5. Ensure a unique sense of place is established that complements the character and scale of the City.
6. Incorporate visible public art into new development through engagement with local artists or artist groups.



1201 MEMORIAL DRIVE - BLOCK 203 LOT 5

City of Asbury Park, Monmouth County NJ

DATA SOURCE: Aerial Imagery, Google Earth 2021; NJGIN 2022 Monmouth County Parcels: This map was developed using NJDEP & NJOGIS Data, but this secondary product has not been NJDEP & NJOGIS verified



APPLICABILITY & RELATIONSHIP TO THE LAND USE ORDINANCE

The Redevelopment Plan envisions the creation of a revitalized area on Block 203 Lot 5. The Redevelopment Plan Area is envisioned as a vibrant transition point between the traditional residential neighborhoods of the City and the commercial uses found along Memorial Avenue, creating a cohesive built environment, while providing a variety of housing types and attracting a mix of incomes. An integrated residential development creates the opportunity for economic growth and development for the City while supporting existing businesses.

The standards of this Redevelopment Plan shall supersede the zoning provisions of the City of Asbury Park Land Development Ordinance. However, where the regulations and standards of the Redevelopment Plan are silent, the standards of the Land Development Ordinance shall apply to the redevelopment areas as permitted by N.J.S.A. 40A:12A-7.a(2).

The zoning map of the City of Asbury Park shall be amended upon the adoption of this Plan in accordance with N.J.S.A. 40A:12A-7.c to reflect this new classification.

GENERAL PROVISIONS

A. REDEVELOPMENT AUTHORITY

The City Mayor and Council shall act as the "Redevelopment Entity" pursuant to *N.J.S.A. 40A:12A-4.c* for purposes of implementing this Redevelopment Plan and carrying out redevelopment projects. In doing so, the City Council shall have the powers set forth in *N.J.S.A. 40A:12A-8* to effectuate all its duties and responsibilities in the execution and implementation of this Redevelopment Plan.

B. EFFECT OF REDEVELOPMENT AGREEMENT

The execution of the Redevelopment Agreement shall convey the right to prepare a site plan or subdivision application for development to the Asbury Park Planning Board in accordance with the terms of a Redevelopment Agreement and Redevelopment Plan, among other rights that may be granted by the City Council. Nothing herein shall prevent the City Council from amending the Redevelopment Plan as it sees fit.

C. ACQUISITION OF PROPERTY

No property is proposed to be acquired by public entities in the 1201 Memorial Drive Redevelopment Plan Area as part of this Redevelopment Plan.

D. RELOCATION PROVISIONS

The Redevelopment Plan Area is a vacant parcel where a light industrial facility once was and does not include any housing units. As such, no relocation provisions are necessary.

E. APPLICATION FOR DEVELOPMENT

The application for development shall include a major site plan application that includes the entirety of Block 203, Lot 5. An applicant shall seek major preliminary and final site plan approval for the entirety of the Redevelopment Plan Area but may request preliminary approval separate from final approval. No construction permits shall be issued without a Final Site Plan approval. The application shall be submitted in such form, and accompanied by such maps, documents, and materials as are prescribed in the City's Land Development Ordinance.

Only a party designated by the City of Asbury Park as the designated redeveloper shall be permitted to develop and/or redevelop the Property, which designation shall be accomplished with a Redevelopment Agreement between the City and the redeveloper. No party may seek or obtain site plan approval related to any portion of the Redevelopment Area without first having been designated as the designated redeveloper by the City. The Planning Board may not consider an application for site plan approval nor grant site plan approval for the Redevelopment Area unless the Applicant, or its related urban renewal entity affiliate, is the designated redeveloper as designated by the City of Asbury Park.

F. DEVIATION REQUESTS

Any application for a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the requirements of public notice as set forth in the Local Redevelopment and Housing Law (*N.J.S.A. 40:55D-12a* and *b.*) and the Municipal Land Use Law (*N.J.S.A. 40:55D.*) The Asbury Park City Planning Board may grant design exceptions as well as deviations from the regulations contained within this Redevelopment Plan that are "c" variances pursuant to the Municipal Land Use Law (*N.J.S.A. 40:55D-70c*). Any deviation that constitutes a "d" variance pursuant to

the Municipal Land Use Law (*N.J.S.A. 40:55D-70d*) from the Redevelopment Plan shall be permitted only by means of an amendment of the Redevelopment Plan by the Mayor and City Council.

REDEVELOPMENT REGULATIONS

The Redevelopment Plan provides the policy framework and regulation for the revitalization of the 1201 Memorial Drive site. The Redevelopment Plan Area aims to ameliorate the vacant conditions that currently exist. 1201 Memorial Drive is envisioned as a new diverse residential neighborhood that provides economic support to the City's -retail centers while complementing the scale and character of the City, creating an integrated and cohesively built environment. Any regulations not addressed in this plan shall refer back to Chapter 30 of the City of Asbury Park municipal code.

A. PERMITTED PRINCIPAL USES

Deviations from the following shall be considered use variances.

1. Ground Floor:
 - a. Nonresidential uses permitted in the (B) Business District.
 - b. Residential lobbies, utilities, and amenities.
 - c. Parking.
2. Upper Floors:
 - a. Multi-family residential dwellings.
 - b. Residential lobbies, utilities, and amenities.

B. ACCESSORY USES AND STRUCTURES

Deviations from the following shall be considered c variances.

1. Signs.
2. Fences and walls.
3. Roof-top solar facilities.
4. Electric vehicle charging stations and make-ready infrastructure.
5. Loading, delivery, service, and pick-up zones.
6. Gyms, community rooms, amenity, and multi-purpose rooms.

7. Open space and recreation, including but not limited to playgrounds, community gathering spaces, and sitting areas.
8. Off-street parking, including surface, and structured parking.
9. Minor home occupations.
10. Private outdoor patios or terraces.
11. Other uses which are customary and incidental to the principal permitted uses.

C. RESIDENTIAL DENSITY

Deviations from the following shall be considered use variances.

1. Density shall not exceed 130 individual residential dwelling units.

D. AFFORDABLE HOUSING

Deviations from the following shall be considered c variances.

1. The affordable housing set-aside shall be not less than twenty percent (20%). Affordable housing units shall be developed in compliance with the City's affordable housing ordinance, Chapter 31 of the municipal code, and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-21), including 13% of the affordable units being restricted to very low income housing units.
2. All affordable housing units shall be "family" units, defined as not being limited to any particular population (i.e., senior or special needs).
3. Affordable housing units shall be distributed throughout the building.
4. All affordable housing units shall have one (1) or more windows in each bedroom and one (1) or more windows in the living or dining space of the unit.
5. The average size of each affordable housing unit bedroom type (1-bedroom units, 2-bedroom units, 3-bedroom units) shall not be less than the average interior unit size of the market units of the same bedroom type in the project.

E. SITE DESIGN & BULK REGULATION

Deviations from the following shall be considered c variances, unless otherwise noted.

1. Site layout and design shall be substantially consistent with the Concept Plan provided in Exhibit A, unless otherwise provided herein.

2. Minimum setbacks to principal building:
 - a. Memorial Drive: 0 ft.
 - b. Fourth Avenue: 22 ft.
 - c. Fifth Avenue: 22 ft.
 - d. Rear Lot Line: 25 ft.
 - e. Permitted intrusions and exceptions:
 - i. Balconies and patios: maximum intrusion of 5 ft.
3. Building Height: (deviations from maximum building height are c variances unless the deviation exceeds 10 feet or 10% as per N.J.S.A. 40:55D-70.d.(6))
 - a. Maximum building height: 5 stories / 63 feet. Penthouses are exempt from height restrictions provided they cover not more than twenty (20%) percent of the main roof area, are not more than twelve (12) feet, and further provided that all building service equipment and appurtenances are enclosed in the penthouse in addition to any use permitted in the zone where located, excluding any penthouse level that complies with the provisions noted herein.
4. Maximum impervious coverage: 85%
5. Trash and recycling storage facilities shall not be visible from the public right-of-way or adjacent residential properties and shall be stored internally or in an enclosure.
6. Mechanical equipment, other than utilities providing service to the building, shall be shielded so as not to be visible from adjacent streets and lots.
7. A planted buffer of not less than 5 feet in width, as well as a solid fence, shall be provided where the property abuts a residential lot. The design of the buffer, including plantings, fence location and design (provided said fence does not exceed 6 feet in height) shall be at the discretion of the Planning Board.

F. PARKING & CIRCULATION

Deviations from the following shall be considered c variances.

1. The parking and circulation on the property, including curb cuts, shall be substantially consistent with the Concept Plan provided in Exhibit A to this Redevelopment Plan, unless otherwise provided herein. Roadway improvements, such as curb extensions, shall be considered and discussed with the City of Asbury Park and if acceptable included in the redeveloper agreement.

2. Parking shall be provided as follows:
 - a. A minimum of one parking space per multi-family unit shall be constructed. This shall not be reduced due to application of credits for electric vehicle parking spaces.
 - b. No parking is required for the non-residential uses.
3. Bicycle parking at a rate of one space per residential unit, for not less than 30% of the units, shall be provided within the building, including but not limited to the parking structure. Exterior bicycle parking shall not contribute to this requirement. I

G. ARCHITECTURAL DESIGN

Deviations from the following shall be considered exceptions.

1. The exterior architectural design shall be substantially consistent with the Concept Building Elevations in Exhibit B to this Redevelopment Plan, unless otherwise provided herein. This requirement shall include but is not limited to the placement of nonresidential uses.
2. The primary building entrance shall face Fifth Avenue.
3. Where facing Memorial Drive, nonresidential uses shall have a minimum of 60% of the ground floor facade between three (3) and 10 feet above grade be transparent and shall provide visual access to the street. "Blanked-out" windows, windows which display only signage, or look into unused or "dead" space do not meet this requirement.
4. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments. Service doors shall be integrated with the building design and need not be articulated.
5. Upper floor windows shall be divided into individual units, rather than a continuous "ribbon."
6. Windows shall be recessed, or project as bays from the main wall, so as to create texture and shadows on the façade for visual interest.
7. Awnings, canopies and overhangs shall have a matte finish and be constructed of colored natural or synthetic canvas, or other materials such as metal or glass. Openings in such features are permitted. Awnings shall not be internally illuminated and shall not be made of vinyl or other plastic material.
8. The project shall include building installed wall art or murals on the elevation fronting Memorial Drive. Public art design shall require approval of the Municipal

Public Art Commission. The public art design is not required to be consistent with the Concept Building Elevations in Exhibit B to this Redevelopment Plan.

9. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades. Light for the structured parking shall not produce glare or spillover in the ROW.
10. Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.
11. Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Memorial Drive.
12. Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitches roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

H. SIGNS

Deviations from the following shall be considered exceptions.

1. Signs shall comply with Section 30-61.16, Signs Permitted for Nonresidential Districts (Permits Required), unless otherwise noted herein.
2. Residential Signage – The building shall be permitted to include one (1) residential identification sign facing Fifth Avenue. The signage shall not exceed 20 s.f., may be mounted to a wall, canopy, or be a projecting (blade) sign. One (1) sign may be provided at the Fourth Avenue parking entrance. The signage shall not exceed 10 s.f., may be mounted to a wall, canopy, or be a projecting (blade) sign.
3. Nonresidential Signage – Each unit or entry shall be permitted one wall or canopy mounted sign at a maximum size of 20 sq. ft. Each retail space shall also be permitted to include one projecting (blade) sign either mounted to the building wall or hung from the canopy above the user of space. Each projecting (blade) or hung sign shall not exceed 10 sq. ft.
4. Building address signage for both the residential lobby or individual first floor tenant spaces may be provided as channel cut letters mounted to the building façade or to the storefront glass with a maximum height of six inches (6").
5. Internally illuminated, except for channel lettering, or digital signage shall not be permitted.

I. STREETSCAPE PLANTING & LIGHTING DESIGN

Deviations from the following shall be considered exceptions.

1. Street trees shall be provided in accordance with the requirements of Asbury Park, Section 30-57.12 along Memorial Drive and Fourth and Fifth Avenue to the extent practical.
2. Streetscape furnishings, including, but not limited to light fixtures, bike racks, benches, etc., shall be provided along all streets. Design and location of such furnishings need not be consistent with the Concept Plan provided in Exhibit A or the Concept Building Elevations in Exhibit B to this Redevelopment Plan.
3. Native species for plant material are encouraged.

J. SUSTAINABILITY REQUIREMENTS:

Deviations from the following shall be considered exceptions.

1. Successful participation in the ENERGY STAR Multifamily [High Rise Program] New Construction Version 1.1, or alternative per the Guide to NJHFMA QAP Green Requirements.
2. All new construction shall utilize only Energy Star rated appliances or better.
3. A sustainable roof top shall be provided; the roof area shall consist of either a cool white roof or green roof.
4. Reservation of the lesser of 5% total units or four (4) parking spaces for the hourly rental of cars (such as Zip Cars, Hertz on Demand, or comparable service), at the discretion of the Planning Board. Reserved parking spaces shall not contribute to the satisfaction of required parking pursuant to Section F. herein.
5. Compliance with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171)
6. Use of rain gardens and/or swales in surface landscaping design and stormwater retention plan.

RELATIONSHIP TO PLANNING & OBJECTIVES

The Study Area is located within the (B) Business District. Permitted uses of the District include commercial uses such as retail stores, restaurants, convenience stores, and medical offices and upper story residences. The full list of permitted uses can be found in §30-71.5a. of the City's Land Development Regulations. Prohibited uses include used car sales, motor vehicle repair garages, and motor vehicle body repair garages. The full list of prohibited uses can be found in §30-71.5b. of the City's Land Development Regulations.

The 2006 Master Plan included a "Vision of the City", which is relevant to the redevelopment of the Study Area, and is as follows:

The City's vision for the year 2027 is of a safe and vibrant community with a balance of land uses, diverse housing options, a thriving arts community, a diversified and expanding year round economy, modern and well-maintained infrastructure, expanded community facilities and an outstanding quality of life."

The City adopted a Master Plan Re-Examination Report in 2017. There are a wide variety of goals, objectives, and recommendations outlined in the Re-Examination Report ranging from land use, urban design, mobility, housing, and others. The goals, objectives, and recommendations relevant to this Redevelopment Plan include the following:

Planning Goal 5.1.2.2. *Provide a variety of housing types for all income levels throughout the City.*

Land Use Objective 5.2.1.8. *Continue to encourage new retail commercial and mixed-use developments consistent with the City's redevelopment plans.*

Land Use Objective 5.2.1.10. *Continue to work with developers to implement redevelopment plans.*

Land Use Objective 5.2.1.14. *Reevaluate and redefine existing commercial corridors, including the possibility of shrinking some commercial corridors and strengthening others. Encourage neighborhood service-oriented retail only on corner lots in residential neighborhoods.*

Urban Design Plan Objective 5.3.1.3. *Ensure infill development compliments the context and qualities of adjacent neighborhoods with an appropriate scale, massing, and character.*

Urban Design Plan Objective 5.3.1.7. *Ensure design of mixed use and commercial buildings do not result in negative impacts on nearby public or residential areas through the use of unattractive architecture, unsightly building systems, noise, or vehicle parking or loading.*

Housing Objective 5.5.1.2. *Balance housing options in the City, including affordable housing for low and moderate income households. Encourage the*

continued development of a variety of housing ranging from affordable to middle income and market rate units.

Housing Objective 5.5.2.9. *Encourage development of affordable housing on vacant and deteriorated lots.*

Economic Development Plan Objective 5.6.1.5. *Promote continued growth and development of the City's economic base.*

Economic Development Recommendation 5.6.2.6. *Increase residential density in the B2 Main Street Commercial District (recommended B Business District).*

As noted above, the relevant planning policies encourage redevelopment, with an emphasis on diverse housing types, including affordable housing. Additionally, the relevant policies support economic development, infill development, and redevelopment of commercial areas, particularly commercial corridors.

The City is adjacent to four municipalities – Village of Loch Arbor, Interlaken Borough and Ocean Township to the north, Ocean Township and Neptune Township to the west, and Neptune Township to the south. The Redevelopment Area is centrally located in Asbury Park and is a half mile or more from a neighboring municipality. Notwithstanding, review of the Redevelopment Plan against the master plans of the neighboring municipalities reveals that they are not inconsistent with the Redevelopment Plan.

The 2016 Monmouth County Master Plan classifies the City as an Urban and Regional Center, and the 2010 Coastal Monmouth Plan classifies the City as an Arts, Culture and Entertainment Hub. The County Master Plan includes a variety of Goals, Principles and Objectives that are not inconsistent with this Redevelopment Plan, including the following.

Master Plan Goal #3: Promote beneficial development and redevelopment that continues to support Monmouth County as a highly desirable place to live, work, play and stay.

Principle 3.1 Vibrant and Sustainable Communities: Encourage the creation of vibrant communities through a variety of housing choices, energy and transportations options, recreational and cultural offerings, health and safety initiatives, and business opportunities that result in a more sustainable and higher quality-of-life for all residents.

3.1 Objectives:

D. Encourage a range of housing options including types, sizes, styles, and accommodations to meet the needs associated with various lifestyles, life-stages, abilities, and occupations of residents while supporting economic sustainability within the region.

G. *Promote vibrancy, attractiveness, and a diverse array of uses, occupations, services, and amenities for downtowns and business districts.*

H. *Endorse the use of enhanced landscapes, streetscapes, and design amenities that promote safe and secure neighborhoods as well as other attractive and appealing built environments that discourage aversion, crime, and blight.*

Principle 3.2 *Preservation of Community Character: Protect and strengthen the established character of municipalities and their distinct qualities.*

3.2 Objectives:

B. *Support measures to improve communities in need of revitalization or restoration.*

C. *Promote in-fill development and the adaptive reuse of substandard, underutilized, or abandoned structures that complement or improve adjacent land uses and support or enhance neighborhood character resulting in healthier places to live, work, learn, and recreate.*

D. *Promote the development and use of design standards that reinforce neighborhood character and improve the appearance and appeal of special improvement districts, commercial districts and corridors, and redevelopment areas.*

Principle 3.3 *Housing: Encourage a variety of new and rehabilitated housing that will enable populations to more readily cycle through different life-stages, giving residents an opportunity to age in place.*

3.3 Objectives:

A. *Encourage municipalities to monitor the evolving housing market and consider the desirability of changing zoning to accommodate shifts in market demand.*

B. *Encourage housing development in locations that provide access to various modes of travel that could reduce automobile dependency.*

At the statewide level, the State Development and Redevelopment Plan (SDRP) is a policy document that is meant to act as a guide for public and private sector investments throughout the state. The SDRP outlines and designates areas as various Planning Areas. The Study Area is located in the Metropolitan Planning Area 1, known as Planning Area 1. Planning Area 1 is meant to:

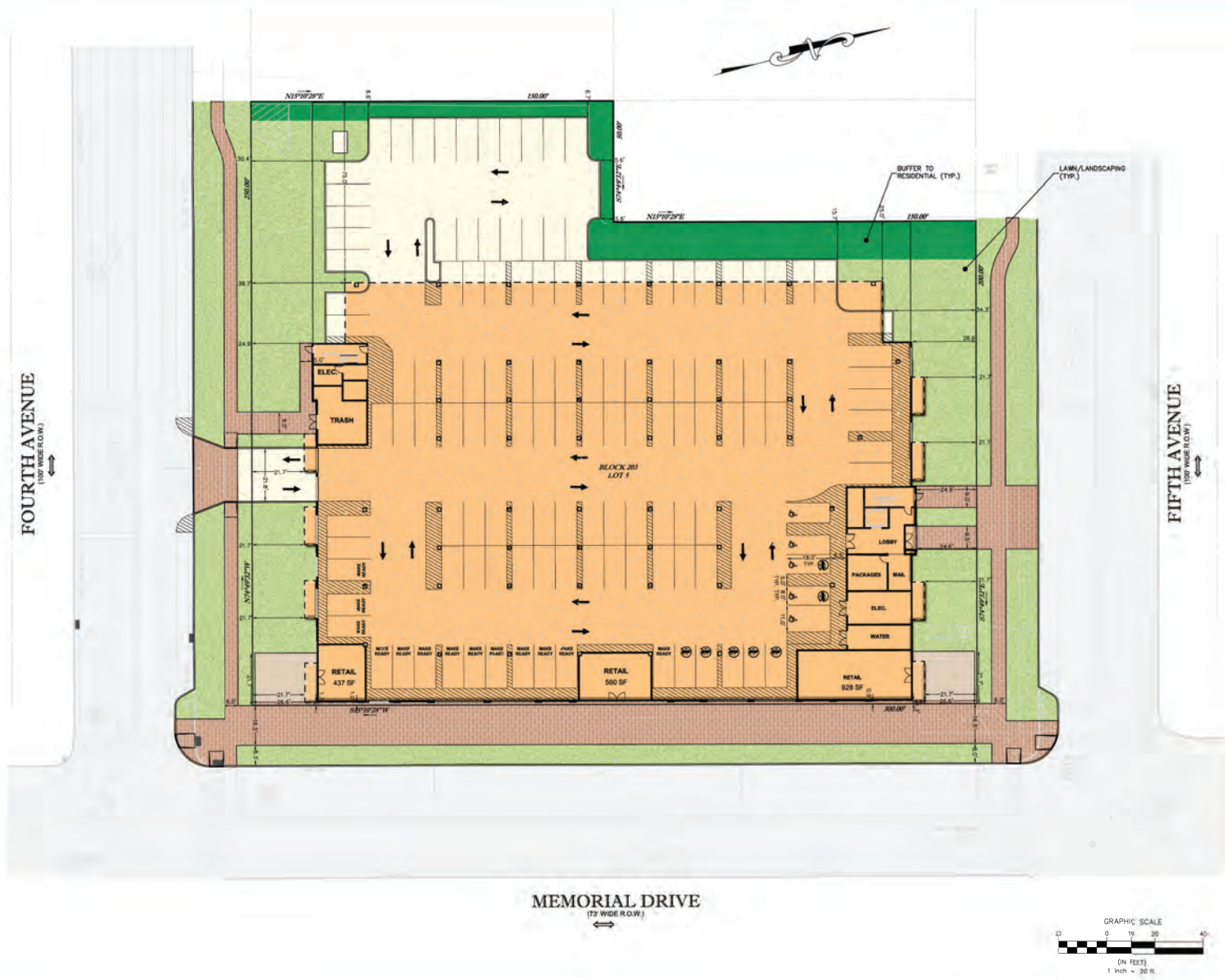
"Provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs;

redesign areas of sprawl; and protect the character of existing stable communities."

This intention for Planning Area 1 to provide for much of the State's future redevelopment is consistent with this Redevelopment Plan.



Appendix A
Concept Plan



1201 Memorial Drive

Asbury Park, New Jersey

Redevelopment Plan
KCE Kennedy Consulting
Red Bank, New Jersey
May 31, 2023

Attachment: 240205 Redevelopment Plan Revised Referral (2024-128 : 1201 Memorial Drive

Engineering
neers, LLC



Appendix B
Concept Building Renderings

Memorial Drive Frontage

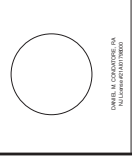


R-03

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/2/2023
BY	PLANNER

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LINDEN AVENUE, SUITE 100
ASBURY PARK, NJ 07712
TEL: 732.221.1100
WWW.MODE-ARCH.COM

Memorial Drive and Fifth Avenue Frontage

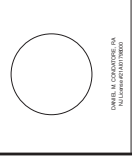


R-01

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/25/2020
BY	PLANNER

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LINDEN AVENUE, SUITE 100
ASBURY PARK, NJ 07712
TEL: 732.226.8000
WWW.MODE-ARCH.COM

Fifth Avenue Frontage

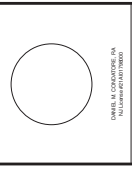


R-02

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/2/2020
2	
3	
4	
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1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LAUREL AVE. SUITE 200
ASBURY PARK, NJ 07712
TEL: 732.261.1000
WWW.MODE-ARCH.COM



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-129

Resolution ins support of Monmouth County's Application for a RAISE GRANT for the planning and design of roadway improvements along Asbury Avenue.



RESOLUTION NO. 2024-129

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

**RESOLUTION SUPPORTING MONMOUTH COUNTY'S FEDERAL FUNDING
APPLICATION UNDER THE U.S. DEPARTMENT OF TRANSPORTATION'S FY 2024
RAISE GRANT FOR IMPROVEMENTS ALONG ASBURY AVENUE BETWEEN
STATE HIGHWAY 35 AND OCEAN AVENUE NORTH IN THE TOWNSHIPS OF
NEPTUNE AND OCEAN, AND THE CITY OF ASBURY PARK**

WHEREAS, the County of Monmouth is applying for federal funding under U. S. Department of Transportation's Fiscal Year 2024 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program for the planning and design of roadway improvements along Asbury Avenue between State Highway 35 and Ocean Avenue North in the Townships of Neptune and Ocean, and the City of Asbury Park; and

WHEREAS, the project limits comprise of approximate 1.24 mile road segment of County Route 16 (Asbury Avenue) under Monmouth County jurisdiction and a 0.58 mile roadway segment of Asbury Avenue under the jurisdiction of City of Asbury Park; and

WHEREAS, the intent of this project is to enhance the safety of travelling public and enhance connectivity within the neighborhoods along Asbury Avenue; and

WHEREAS, the proposed improvements include corridor-wide traffic signal/ITS upgrades, ADA compliant sidewalks, bicycle facilities, bus shelters, storm drainage, lighting and utility upgrades; and

WHEREAS, the City Council of the City of Asbury Park believes that the proposed improvements along Asbury Avenue would greatly benefit vehicle, bicycle and pedestrian safety for the citizens of the City of Asbury Park, and the general traveling public.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Asbury Park herein expresses its full support of the County of Monmouth's RAISE Grant Application for the improvements along Asbury Avenue between State Highway 35 and Ocean Avenue North and believes it to be vital for improving public safety and enhance community connectivity.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to Monmouth County Clerk of the Board of County Commissioners and Monmouth County Engineer.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-129 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-130

Resolution in support of a two month extension from NJDOT to award the FY22 Bikeways and Safe Routes to Transit Grants.



RESOLUTION NO. 2024-130

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

RESOLUTION OF SUPPORT OF A GRANT AWARD EXTENSION FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE ASBURY AVENUE BIKEWAYS PROJECT AND PROSPECT AVENUE AND BANGS AVENUE INTERSECTION UPGRADES PROJECT

WHEREAS, the City of Asbury Park applied for and was awarded a FY 2022 Bikeways Grant and an FY 2022 Safe Routes to Transit Grant for the purpose of the construction of bicycle infrastructure along Asbury Avenue and the upgrading of the intersection of Bangs Avenue and Prospect Avenue; and

WHEREAS, the contract award deadline for both the FY 2022 Bikeways Grant and FY 2022 Safe Routes to Transit Grant is February 15, 2024; and

WHEREAS, the City of Asbury Park has suffered difficulties and delays surrounding the COVID-19 Pandemic in regards to numerous other NJDOT funded projects; and

WHEREAS, the schedule of the Asbury Avenue Bikeways Project and Prospect Avenue and Bangs Avenue Intersection Upgrades Project had to be altered to allow for other existing NJDOT funded projects to take priority; and

WHEREAS, the City of Asbury Park recognizes the scheduling challenges and delays to the original schedule impeding the original FY 2022 Bikeways Grant and Safe Routes to Transit Award date of February 15, 2022; and

WHEREAS, the City of Asbury Park supports the design team's request for a grant award extension by a period of two months, yielding a new award date of April 15, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Asbury Park formally approves the request for a two-month award extension for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk, or those authorized on their behalf, are to submit a formal request for a two-month award extension for the above referenced project to the New Jersey Department of Transportation.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the

Two-month award extension request on behalf of Asbury Park City and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-130 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 14, 2024
RESOLUTION SUMMARY

2024-131

Council members to serve on certain internal standing Committees and/or to serve as Council Liaisons for the year 2024.



RESOLUTION NO. 2024-131

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

RESOLUTION APPOINTING COUNCIL MEMBERS TO SERVE ON CERTAIN INTERNAL STANDING COMMITTEES AND/OR TO SERVE AS COUNCIL LIAISONS

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) wish to memorialize the appointment of Council members to serve on certain internal standing Committees and/or to serve as Council Liaisons for the year 2024 as set forth herein, which positions have not otherwise been memorialized through Resolutions previously adopted by the Council.

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

1. That the following Council member appointments for the year 2024 are hereby confirmed:
 - a. Liquor Licensee Committee:
 - Deputy Mayor Amy Quinn
 - Council Member Eileen Chapman
 - b. Waterfront Redevelopment Committee:
 - Mayor John Moor
 - Council Member Eileen Chapman
 - c. Personnel Committee:
 - Mayor John Moor
 - Council Member Angela Ahbez-Anderson
 - d. Budget Committee:
 - Mayor John Moor
 - Council Member Eileen Chapman
 - e. Special Events Committee:
 - Mayor John Moor

- Deputy Mayor Amy Quinn
 - f. Litigation Committee:
 - Deputy Mayor Amy Quinn
 - Council Member Yvonne Clayton
 - g. APHA Liaisons:
 - Deputy Mayor Amy Quinn
 - Council Member Angela Ahbez-Anderson
2. That a certified copy of this Resolution shall be provided to each of the following:
- a. Lillian L. Nazzaro, Esq., City Manager; and
 - b. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-131 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

CERTIFIED BY ME THIS 15th DAY OF February, 2024.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-3**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CERTAIN SECTIONS OF CHAPTER 5, ENTITLED “BEACH,
BOARDWALK AND BEACHFRONT REGULATIONS,” OF “THE CODE OF THE
CITY OF ASBURY PARK,” IN CERTAIN LIMITED RESPECTS**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter 5, “Beach, Boardwalk and Beachfront Regulations,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Chapter 5 of the City Code, relating to the beach daily and seasonable badge fees, in certain limited respects, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter 5, “Beach, Boardwalk and Beachfront Regulations,” of “The Code of the City of Asbury Park,” is hereby amended and supplemented in certain limited respects, as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

Chapter 5. Beach, Boardwalk and Beachfront Regulations

§ 5-1. DESIGNATION OF BEACH SEASON.

[2000 Code § 5-1; ~~New~~]

- a. For the protection of the general public and for the control of the beachfront of the City, the Mayor and Council shall by resolution each year designate a date for the opening of the beach season at the beachfront to the general public and residents of the City. The beach season shall commence and extend until a date set forth in the same resolution. In addition, the City shall adopt daily and seasonal beach pass fees as well as other rental fees by ordinance as required by law resolution on an annual basis.
- b. No person is permitted upon the beachfront of the City during the times that the beach season is in operation except upon payment of the fees established by the Mayor and Council for a daily or seasonal beach pass.
- c. By resolution the Mayor and Council shall designate the protected bathing beaches where ropes, buoys, boats and lifeguards are to be provided by the City, and from which beaches persons shall bathe, swim or surf.

§ 5-2.3. Seasonal Rates and Fees.

[2000 Code § 5-3.1;~~New~~]

During the beach season there shall be a charge for all daily and a seasonal badges. Fees and hours and dates of operation of the beaches are set each year by ~~ordinance~~ resolution. A schedule of those fees and times are available at the office of the City Clerk.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 5 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-3 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-1**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING VARIOUS SECTIONS OF CHAPTER 2, ENTITLED
“ADMINISTRATION,” AND SUBSECTION 30-22.1, “ESTABLISHMENT,” OF
SECTION 30-22, “ZONING BOARD OF ADJUSTMENT,” OF CHAPTER 30, LAND
DEVELOPMENT REGULATIONS,” OF “THE CODE OF THE CITY OF ASBURY
PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter 2, entitled “Administration,” and Subsection 30-22.1, “Establishment,” of Section 30-22, “Zoning Board of Adjustment,” of Chapter 30, “Land Development Regulations,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, due to recent changes in the law (per A5175 and S3519/S3593) relating to the term(s) of office of elected officials and the date(s) for conducting an annual municipal organization or reorganization meeting in municipalities that are governed under the “Uniform Nonpartisan Elections Law,” N.J.S.A. 40:45-5, et seq., it is necessary to revise certain provisions of the City Code in order to be consistent with the aforesaid legislation; and

WHEREAS, the Mayor and Council wish to undertake certain other limited revisions to the City Code to conform to the actual procedures associated with the annual Council reorganization meeting; and

WHEREAS, the provisions to be revised are set forth in Chapters 2 and 30 of the City Code, as more specifically identified below.

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, as follows:

Section 1. § 2-2.2, entitled “Election of Council Members,” of § 2-2, “Mayor and City Council,” of Chapter 2, “Administration,” of the City Code is hereby amended and supplemented in certain limited respects, as follows (additions are shown with underline):

§ 2-2. MAYOR AND CITY COUNCIL.

§ 2-2.2. Election of Council Members.

[N.J.S.A. 40:69A-83.1; N.J.S.A. 40:45-17]

The City Council members shall be elected by the voters of the City through non-partisan regular municipal elections under the Uniform Nonpartisan Elections Law, N.J.S.A.

40:45-5 et seq., at the general election held on the first Tuesday after the first Monday in November or at such other time as may be provided by law for holding general elections, and the term of office of the City Council members shall begin on January 15 next following their election.

Section 2. § 2-2.12, entitled “Reorganization Meeting,” of § 2-2, “Mayor and City Council,” of Chapter 2, “Administration,” of the City Code is hereby amended and supplemented in certain limited respects, as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

§ 2-2.12. Reorganization Meeting.
[New]

- a. Notwithstanding any other provision of law, the Mayor and Council may, by resolution, fix the date and time of its annual organization or reorganization meeting at 12 o'clock noon on January 15, or at some other hour on any day during ~~the first week in January~~ a seven-day period beginning on January 15.
[N.J.S.A. 40:45A-1]
- b. At the reorganization meeting the Council shall elect a Deputy Mayor; ~~review the City fee schedule(s) and reserve a date on the calendar within forty five days of the date of the reorganization meeting to review and act on recommendations to the fee schedule(s);~~ adopt a temporary budget; make professional service appointments, including the City Attorney, and appoint contract employees; make appointments to statutory boards, commissions and committees; ~~and~~ create or recreate City advisory committees as necessary and make appointments thereto; establish Council meeting dates; and undertake such other annual items of business as deemed necessary to prepare for the year ahead. ~~adopt the smoke-free and tobacco-free areas for public parks, public areas, public beaches and insure that proper signage is posted thereon.~~

Section 3. § 2-47.7, entitled “Terms of Service,” of § 2-47, “Sunset Lake Commission,” of Chapter 2, “Administration,” of the City Code is hereby amended and supplemented in certain limited respects, as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

§ 2-47. SUNSET LAKE COMMISSION.

§ 2-47.7. Terms of Service.

- a. All persons appointed to the Commission shall serve for a two (2) year term.
- ~~b. The term of office for all Commissioners shall commence from January 1 of the year of appointment to December 31.~~
- e.b. Initially, the Governing Body shall appoint four (4) of the seven (7) members for a term of one year and all subsequent appointments shall be for a two (2) year term.

- ~~d.c.~~ The remaining three (3) members shall be appointed by the Governing Body for a term of two (2) years and all subsequent appointments shall be for a two (2) year term.
- ~~e.d.~~ If a vacancy occurs for whatever reason, the Chairman shall notify the Governing Body, which shall appoint a Commissioner to the unexpired term pursuant to Subsection 2-47.6.

Section 4. § 2-47.8, entitled “Officers,” of § 2-47, “Sunset Lake Commission,” of Chapter 2, “Administration,” of the City Code is hereby amended and supplemented in certain limited respects, as follows (deletions are shown with ~~striketthrough~~):

§ 2-47.8. Officers.

- a. The Commission shall have a Chairman, Vice-Chairman, Treasurer, and Secretary. Each shall serve for a term of one year ~~commencing on January 1~~. The duties of each officer shall be as follows:
 - 1. Chairperson. The Chairperson shall be responsible for the management and conduct of all meetings and shall call meetings to order and close all meetings. The Chairperson shall have full voting power.
 - 2. Vice-Chairperson. The Vice-Chairperson shall act in the absence of the Chairperson.
 - 3. Treasurer. The Treasurer shall be responsible for the keeping of all accounts, payment of all bills, verification of debts, and to provide a depository within the City of Asbury Park for the safekeeping of funds, and will also be responsible for the signing of all checks.
 - 4. Secretary. The Secretary shall be responsible for the keeping of all official records of the Commission.
 - 5. The officers may have such other duties that may be designated from time to time by resolution.

Section 5. § 2-47.12, entitled “Budget,” of § 2-47, “Sunset Lake Commission,” of Chapter 2, “Administration,” of the City Code is hereby amended and supplemented in certain limited respects, as follows (additions are shown with underline; deletions are shown with ~~striketthrough~~):

§ 2-47.12. Budget.

- a. ~~On~~ In January ~~1~~ of each year, the Commission shall present a budget request to the Governing Body, which shall have first been adopted by a majority vote of the members of the Commission.

- b. The Governing Body shall not be obligated to contribute any funds to the Commission until such time as the budget is approved.
- c. The Commission shall have the right to adopt emergency resolutions for appropriations to the Governing Body for maintaining Sunset Lake and the surrounding grounds.

Section 6. § 30-22.1, entitled “Establishment,” of § 30-22, “Zoning Board of Adjustment,” of Chapter 30, “Land Development Regulations,” of the City Code is hereby amended and supplemented as follows (deletions are shown with ~~strikethrough~~):

§ 30-22. ZONING BOARD OF ADJUSTMENT.

§ 30-22.1. Establishment.

The Zoning Board of Adjustment previously established is hereby continued pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-69 et seq., and shall consist of seven (7) residents of the City appointed by the Governing Body to serve for terms of four (4) years ~~from January 1 of the year of their appointment~~. The Governing Body shall also appoint two (2) alternate members. Alternate members shall be designated by the Chairman as "Alternate No. 1" and "Alternate No. 2" and shall serve in rotation during the absence or disqualification of any regular member or members. The term of each alternate member shall be two (2) years.

No member of the Zoning Board of Adjustment may hold any elective office or position under the City. A vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term only.

Section 7. All other provisions of Chapters 2 and 30 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

Section 8. All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 9. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 10. This Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-1 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-2**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING §4-1.4, ENTITLED “FEES,” OF §4-1, “BUSINESS LICENSES,” OF
CHAPTER 4, “GENERAL LICENSING,” OF “THE CODE OF THE CITY OF ASBURY
PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established §4-1.4, entitled “Fees,” of §4-1, “Business Licenses,” of Chapter 4, “General Licensing,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise §4-1.4 of the City Code in order to incorporate the requirements of P.L. 2022, c.92, as set forth below.

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 §4-1.4, currently entitled “Fees,” of §4-1, “Business Licenses,” of Chapter 4, “General Licensing,” of “The Code of the City of Asbury Park” is hereby amended and supplemented as follows (additions are shown with underline):

Chapter 4. General Licensing

§ 4-1. BUSINESS LICENSES.

§ 4-1.4. Fees; Insurance Requirements.

- a. Fees Enumerated. The annual license fees paid to the City for conducting the business herein named at the place to be designed in the license certificate issued therefore are as follows:

Amusements or amusement rides, each	\$200
Arcade Games, per machine	\$25
Automobile/Motor Cycles agency or show rooms:	
Sale of New Cars/Motor Cycles only	\$250
Sale of Used Cars/Motor Cycles only	\$250
Sale of New and Used Cars/Motor Cycles	\$500
Automobile Rentals	\$100
Automobile Repair and/or Service Station	\$100
Barber Shop/Hair Salons	\$50
Plus per chair	\$10
Brewery/Distributors	\$300
Brewery/Distributors that provide tours and/or sells product to	\$500

public	
Boarding houses, hotels, motels, inns, bed & breakfast, lodging houses	
Each sleeping room	\$10
Minimum license fee	\$50
Concessions	\$100
Contractors/General Builders, any kind	\$100
Dance Hall	\$150
Liquor Distributors	\$100
Driving School	\$100
Drug Store/Pharmacy	\$200
Food Store	
0 to 3,000 square feet	\$150
3,001 square feet and over	\$1,500
Live entertainment conducted for private pecuniary gain in Non-City owned buildings with an occupancy capacity of 1,000 persons or more	\$2,500
Garage and Parking lot	\$250
Market Place/Inside Flea Markets	\$100
Miscellaneous (other business not classified or enumerated)	\$100
Newspaper Publisher	\$150
Nightclubs, established, permitting dancing or public entertainment where food or beverages are served to patrons	
Accommodations, up to 100 persons	\$100
Accommodations, from 101 to 200 patrons	\$200
Accommodation over 200 patrons	\$400
Professional Services (accounting, legal, medical and other such services provided by a formally certified member of a professional body) [Ord. No. 2016-50]	\$100
Real Estate Agent	\$100
Restaurants	
Less than 15 tables	\$100
15-30 tables	\$150
Over 30 tables	\$200
Retail (any sale of goods)	\$100
Shuttle Services	\$200
Studios (dance, art, photography, etc.)	\$100
Swimming Pools	\$500
Theater, opera or movie	
0-150 persons	\$150
151-350 persons	\$400
351-999 persons	\$800
1,000 persons or more	\$2,500
Trucks or other vehicles selling food or drinks (stationary)	\$100

- b. Additional Fee for Mercantile Licenses with Non-Life Hazard Uses. In addition to the fees enumerated in Subsection **a.** above, all mercantile licenses with non-life hazard uses, as determined by the Fire Official of the City of Asbury Park, shall pay an additional fee as established in Chapter XIV, Fire Prevention and Protection, per year to cover the cost of an annual fire inspection as required by the Division of Fire Safety Bureau of the New Jersey Department of Community Affairs.
- c. In accordance with P.L. 2022, c.92 (N.J.S.A. 40A:10A-1, *et seq.*), the owner of a business or the owner of a rental unit or units within the City shall abide by the following requirements:
1. Except as provided in § 4-1.4c2 below, the owner of a business or the owner of a rental unit or units shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.
 2. The owner of a multifamily home which is four (4) or fewer units, one of which is owner-occupied, shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$300,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.
 3. The owner of a business, the owner of a rental unit or units, and the owner of a multifamily home of four (4) or fewer units, one of which is owner occupied, shall annually register the certificate of insurance with the City demonstrating compliance with the requirements set forth above no later than January 31st of each year. An annual Business Insurance Coverage Registration Fee of ten dollars (\$10) shall be required to be paid at the time of registration.
 4. The City may collect, through a summary proceeding pursuant to the “Penalty Enforcement Law of 1999,” P.L. 1999, c. 274 (N.J.S.A. 2A:58-10, *et seq.*), a fine of not less than \$500 but no more than \$5,000 against an owner who has failed to comply with the provisions of this Section.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 4 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the

portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

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

BE IT FURTHER ORDAINED, that the requirements of this Ordinance shall be retroactive to the effective date of P.L. 2022, c.92.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-2 which was finally adopted by the City Council at a meeting held on the 14th day of February, 2024

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 14, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-104 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENTS

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

ITEMS TO BE PRESENTED:

1. JLD Investment Group, LLC Development Project – Holy Spirit Church
705 Second Avenue

JLD Investment, LLC presented a redevelopment proposal for property located at 701-705 Second Avenue (Holy Spirit Church).

Matters from City Council

Council member Ahbez-Anderson stated, good evening. Remember to love yourself. If you didn't get anything for Valentine's Day, give yourself a hug, and a squeeze and Happy Valentine's.

Council member Clayton stated, I want to let residents know that there is going to be a construction job fair. There are a number of jobs available. It will be on Saturday, February 24th between the hours of 1:00 p.m. and 3:00 p.m. at Interfaith Neighbors located at 1201 Springwood Avenue.

Deputy Mayor Quinn stated, Asbury lost a real LGBTQ icon, Carol Torre who had clubs in Asbury Park, a resident of decades. Our hearts go out to her wife Mickey, and we want to say how sorry we are to lose Carol.

Mayor Moor stated, I'll piggyback on that, I wish Carol Torre was here tonight. In the 1980's and 90's the City's lawyer would say something and Carol would say, "No you're wrong, on page 132 subsection j-c." She knew the redevelopment plan better than the city's redevelopment attorney and she was a complete asset to the city. She served 13 years on the Housing Authority, and was a very nice person. She was a trend setter for the country and the state. Again, our wishes go out to Mickey and the rest of the family.

Matters from City Manager

City Manager, Lillian Nazzaro stated, I am pleased to announce that the city is receiving a New Jersey's Leading Capital Construction Projects Award from NJ Alliance for Action. This award was created to highlight innovative, pioneering, and landmark construction initiatives in the city, and it will greatly impact the state's economy and to honor the businesses and organizations that work together to ensure the projects success.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn to open the meeting to the public. All were in favor. The following members of the public spoke: Bob Stevens, Tom DeSeno, Carrie Turner, Brian O'brien, Jessica Rojas, Dan Jacobson, and Robin Petty made comments regarding the JLD presentation of the redevelopment proposal of the Holy Spirit Church.

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

MINUTES

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

1. Municipal Council- Executive Meeting Jan 31, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Jan 31, 2024 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2024-105 Resolution Approving Special Event Applications
- 2024-106 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2023 Budget
- 2024-107 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Michael Anthony Ingram for Property Located at 413 Ridge Avenue, Asbury Park
- 2024-108 Resolution Authorizing the Disposition of Surplus Property
- 2024-109 Resolution to Refund Overpaid Municipal Charges for Various Properties

INDIVIDUAL RESOLUTIONS

- 2024-110 Resolution Approving Payment of Bills

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

- 2024-92 Resolution Authorizing a Professional Services Contract to Hackensack Meridian Team Health P.C. for Employment Exams and Physicals

RESULT:	TABLED [UNANIMOUS]
	Next: 2/28/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2024-111 Resolution Authorizing the Purchase of Rock Salt as Needed for the 2024 Winter Season

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

2024-112 Resolution Authorizing Purchase of Ammunition for the Police Department

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

2024-113 Resolution Approving Change Order #2 for Memorial Drive Sanitary Sewer Improvements

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

2024-114 Resolution Authorizing the Renewal of Various Storage Units with Life Storage

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

2024-115 Resolution Awarding a Contract to Monmouth Telecom for Telephone and Internet Service

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

2024-116 Resolution Awarding a Contract for Real Property Data Collection and Verification Services

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

2024-117 Resolution Authorizing a New Heating & Cooling Unit Needed at the Transportation and Social Services Building

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

2024-118 Resolution Authorizing Payment to Community Affairs Resource Center for a Public Facility Upgrade through Community Development Block Grant (CDBG) Funding

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

2024-120 Resolution Appointing the Firm of Community Grants, Planning & Housing to Serve as Housing Rehabilitation Program Administrator and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2024-121 Resolution Appointing the Firm of Maraziti Falcon, LLP , to Serve as Special Conflict Counsel to Obtain an Easement with New Jersey Transit for the Asbury Park New Fire Department Headquarters, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2024-122 Resolution Authorizing a Professional Services Contract with T&M Associates for Professional Environmental Engineering Services

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

2024-123 Resolution Authorizing Award to Monmouth County SPCA for Animal Control Services

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

2024-124 Resolution Awarding a Bid for Intersection Improvements at Bangs Avenue and Prospect Avenue

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

2024-125 Resolution Of The Mayor And City Council Of The City Of Asbury Park Referring Proposed Amendments To The Main Street Redevelopment Plan To The City Of Asbury Park Planning Board, And Directing The Planning Board To Take Certain Actions Pursuant To N.J.S.A. 40A:12A-7(e)

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

2024-126 Resolution Authorizing The City Of Asbury Park To Execute A License Agreement To Permit A Limited Encroachment Into The Right-Of-Way Area Adjacent To The Property Located At 615 Sixth Avenue (Block 3007, Lot 19), Relating To A Brick Retaining Wall Situated Along Sixth Avenue (Corner Of Bond Street And Sixth Avenue), In Asbury Park, New Jersey

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

2024-127 Resolution Authorizing The City Of Asbury Park To Execute A License Agreement For Encroachment Into An Area Of The City Right-Of-Way Adjacent To The Property Located At 550 Cookman Avenue (Block 3105, Lot 4)

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

2024-128 Resolution Of The City Of Asbury Park Referring The Proposed “Redevelopment Plan For 1201 Memorial Drive, City Of Asbury Park Monmouth County, Block: 203, Lot 5 Dated February 5, 2024, In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40A:12A

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

2024-129 Resolution Supporting Monmouth County’s Federal Funding Application Under The U.S. Department Of Transportation’s FY 2024 RAISE Grant For Improvements Along Asbury Avenue Between State Highway 35 And Ocean Avenue North In The Townships Of Neptune And Ocean, And The City Of Asbury Park

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

2024-130 Resolution of Support of a Grant Award Extension From the New Jersey Department of Transportation for the Asbury Avenue Bikeways Project and Prospect Avenue and Bangs Avenue Intersection Upgrades Project

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

2024-131 Resolution Appointing Council Members To Serve On Certain Internal Standing Committees And/Or To Serve As Council Liaisons

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

ORDINANCES

Introduction

2024-3 Ordinance Of The City Of Asbury Park Amending And Supplementing Certain Sections Of Chapter 5, Entitled “Beach, Boardwalk And Beachfront Regulations,” Of “The Code Of The City Of Asbury Park,” In Certain Limited Respects

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/28/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

Second Reading/Public Hearing

2024-1 Ordinance Of The City Of Asbury Park Amending And Supplementing Various Sections Of Chapter 2, Entitled “Administration,” And Subsection 30-22.1, “Establishment,” Of Section 30-22, “Zoning Board Of Adjustment,” Of Chapter 30, Land Development Regulations,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2024-1 to the public was made by Council member Ahbez-Anderson and seconded by Council member Clayton. All were favor. No members of the public spoke.

A motion to close 2024-1 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were in favor.

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

2024-2 Ordinance Of The City Of Asbury Park Amending And Supplementing §4-1.4, Entitled “Fees,” Of §4-1, “Business Licenses,” Of Chapter 4, “General Licensing,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2024-2 to the public was made by Council member Ahbez-Anderson and seconded by Council member Clayton. All were favor. No members of the public spoke.

A motion to close 2024-2 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:53 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Clayton. Meeting adjourned at 7:53 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk