



Agenda  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
REGULAR MEETING 6:00 PM

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**I. Executive Session - 3:00 p.m.**

2022-120 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 900 and 901 Mattison Avenue
2. 45 Borden Avenue
3. Block 2304, lots 11-15: 2609, lots 2 and 3, 607-615 Sewall Avenue, 602-606 Asbury Avenue, 701 and 717 Emory Street, 600 Bond Street, 618 Sewall Avenue
4. 1201 Memorial Drive-Redeveloper Agreement

B. Litigation

1. Mount Laurel Declaratory Lawsuit-Update

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 7, 2022, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications

Items to be Presented:

1. Garden State Film Festival 20th Anniversary  
Matters from City Council  
Matters from City Manager  
Matters from City Attorney

### III. **Regular Meeting**

#### A. Public Participation

#### B. Minutes

- Municipal Council-Executive Meeting Feb 9, 2022 4:00 PM
- Municipal Council - Regular Meeting - Feb 9, 2022 6:00 PM

#### C. Individual Resolutions

- 2022-121 Resolution Approving Special Event Applications
- 2022-122 Resolution Approving Payment of Bills
- 2022-123 Resolution Amending Temporary Budget Appropriations for 2022 Budget
- 2022-124 Resolution Authorizing the City of Asbury Park to Enter into a Lease Agreement with New Cingular Wireless PCS, LLC
- 2022-125 Resolution Authorizing the Award of a Contract for the Kennedy Park Concession
- 2022-126 Resolution Authorizing the Purchase of RBC (Rotating Biological Contractor) Fiberglass Rods Needed at the Sewer Plant
- 2022-127 Resolution Authorizing the Replacement of the Electric Control Cabinet at Asbury Avenue & Memorial Drive
- 2022-128 Resolution Authorizing a Pilot Study for Bacteria Treatment at the Waste Water Treatment Plant
- 2022-129 Resolution Authorizing the Purchase of Traffic Light Controllers
- 2022-130 Resolution Authorizing an Application to the Complete Streets Technical Assistance Program
- 2022-131 Resolution to Back Bill Sewer Charges on Various Accounts
- 2022-132 Resolution to Refund Overpaid Property Taxes for Property Located at 428 Main Street Block 2506 Lot 10
- 2022-133 Resolution to Cancel PILOT Billing Block 2509 Lot 1 (630 Bangs Avenue)
- 2022-134 Resolution Approving Appointments to the Mayor's Wellness Committee

#### D. Ordinances

1. Second Reading/Public Hearing

- 2022-1     An Ordinance Amending and Supplementing Section 13-302.11, Entitled  
              “Snow Removal,” Of Article 13-300 “General Requirements,” Of Part 1  
              “Property Maintenance Code,” Of Chapter 13 “Property Improvement and  
              Neighborhood Preservation – Property Maintenance Code,” Of “The Code  
              of The City of Asbury Park.”

E. Adjournment

**RESOLUTION NO. 2022-120****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 23, 2022 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:

Contract Negotiations:

1. 900 and 901 Mattison Avenue.
2. 45 Borden Avenue.
3. Block 2604, Lots 11-15: 2609, Lots 2 and 3, 607-615 Sewall Avenue, 602-606 Asbury Avenue, 701 and 717 Emory Street, 600 Bond Street, 618 Sewall Avenue.
4. 1201 Memorial Drive-Redeveloper Agreement.

Litigation:

1. Mount Laurel Declaratory Lawsuit-Update

Attorney-Client Privilege:

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

MELODY HARTSGROVE  
CITY CLERK





Minutes  
Meeting of the Municipal Council  
Wednesday, February 9, 2022  
REGULAR MEETING

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

2022-100 Resolution Authorizing a Meeting Which Excludes the Public

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

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

**CALL TO ORDER/ROLL CALL**

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

City Clerk Melody Hartsgrove called the meeting to order at 6:13 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

**SPECIAL EVENT APPLICATIONS**

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council, and provided a recap of the Meal Kit giveaway for Asbury Park residents that occurred on February 5th, 2022.

Minutes Acceptance: Minutes of Feb 9, 2022 6:00 PM (Minutes)

### Matters from City Council

Council member Chapman stated, I would like to thank Leesha, Cassandra, all of that team who helped put that initiative together. I love being part of this community and you guys just did such an amazing job, thanks to everyone who took part in that.

Council member Clayton stated, I would like to add my thanks, and nothing else at this time.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, Anita Weiner who served on the Library Board, and was very good on the Library Board, she submitted her resignation. Greg LaSala is appointed to the Library Board and his term that will expire 12/31/2023. It's not a resolution it's just an appointment, it doesn't need a vote, so I'm just knocking that out now.

### Matters from City Manager

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

### Matters from City Attorney

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

## **PUBLIC PARTICIPATION**

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Ron Simoncini made a comment about the rent control ordinance; Terry Adlestein made a comment about Habitat for Humanity and building homes in Monmouth County; Rita Marano made a comment about building apartments on Memorial Drive; and Andrew Simoncini made a comment about filing electronic forms for landlord/tenant.

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

## **MINUTES**

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [4 TO 0]</b>                            |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                      |
| <b>SECONDER:</b> | John Moor, Mayor                                   |
| <b>AYES:</b>     | Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor |
| <b>ABSTAIN:</b>  | Eileen Chapman                                     |

1. **Motion to:** Municipal Council-Executive Meeting Jan.26, 2022 4:00 PM**Adopted**

## 2. Municipal Council - Regular Meeting - Jan 26, 2022 6:00 PM **Accepted**

### **CONSENT AGENDA RESOLUTIONS**

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

2022-101 Resolution Approving Special Event Applications

2022-102 Resolution Appointing Members to the Public Art Commission

2022-103 Resolution Appointing Members to the Zoning Board of Adjustment

### **INDIVIDUAL RESOLUTIONS**

2022-104 Resolution Approving Payment of Bills

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

2022-105 Resolution Amending Temporary Budget Appropriations for 2022 Budget

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

2022-106 Resolution Establishing Regulations For The 2022 Beach Season

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

2022-107 Resolution Approving Change Order #2 for Asbury & Ridge Avenue Traffic Signal Improvements

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

2022-82 Resolution Authorizing Professional Services Contract to The Rodgers Group for Police Accreditation

Minutes Acceptance: Minutes of Feb 9, 2022 6:00 PM (Minutes)

**RESULT:** ADOPTED [3 TO 2]  
**MOVER:** Yvonne Clayton, Councilmember  
**SECONDER:** Amy Quinn, Deputy Mayor  
**AYES:** Eileen Chapman, Yvonne Clayton, Jesse Kendle  
**NAYS:** Amy Quinn, John Moor

2022-108 Resolution Authorizing a Professional Services Contract to T&M Associates for the Memorial Drive Sanitary Sewer Replacement Project

**RESULT:** ADOPTED [4 TO 0]  
**MOVER:** Yvonne Clayton, Councilmember  
**SECONDER:** Amy Quinn, Deputy Mayor  
**AYES:** Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor  
**AWAY:** Amy Quinn

2022-109 Resolution Authorizing a Professional Services Contract to T&M Associates for Engineering Services with the Installation of a Natural Gas Generator at the Wastewater Treatment Plant

**RESULT:** ADOPTED [4 TO 0]  
**MOVER:** Eileen Chapman, Councilmember  
**SECONDER:** Yvonne Clayton, Councilmember  
**AYES:** Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor  
**AWAY:** Amy Quinn

2022-110 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration

**RESULT:** ADOPTED [4 TO 0]  
**MOVER:** Yvonne Clayton, Councilmember  
**SECONDER:** Eileen Chapman, Councilmember  
**AYES:** Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor  
**AWAY:** Amy Quinn

2022-111 Resolution Awarding of a Contract to Millennium Communications Group for Yearly Camera Support and Service

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

2022-112 Resolution Awarding of Contract to PNE LLC for Basement Renovations at Community Affairs Resource Center, 913 Sewall Avenue with Community Development Block Grant Funds

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

2022-113 Resolution Authorizing Purchase of Rock Salt Needed for the 2022 Winter Season

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

2022-114 Resolution Authorizing the Purchase of a New Generator Needed at the Wastewater Treatment Plant

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

2022-115 Resolution Authorizing the Purchase of Trash and Recycling Cans

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

2022-116 Resolution Authorizing the Annual Renewal of All Traffic Solutions Software

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

2022-117 Resolution Authorizing the Annual Renewal of Adobe

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

2022-118 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

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

## **ORDINANCES**

### **Introduction**

2022-1 An Ordinance Amending and Supplementing Section 13-302.11, Entitled “Snow Removal,” Of Article 13-300 “General Requirements,” Of Part 1 “Property Maintenance Code,” Of Chapter 13 “Property Improvement and Neighborhood Preservation – Property Maintenance Code,” Of “The Code of The City of Asbury Park.”

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>         |
|                  | <b>Next: 2/23/2022 6:00 PM</b>        |
| <b>MOVER:</b>    | John Moor, Mayor                      |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

### **ADJOURNMENT**

The meeting was adjourned at 6:43 PM

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

Meeting was adjourned at 6:43 PM

Respectfully submitted by:

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Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 9, 2022 6:00 PM (Minutes)



## RESOLUTION NO. 2022-121

**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 23, 2022 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Vegan Festival- adding an additional day 5/14
2. Universal African American Festival
3. McLoones Weddings:
  - 5/7
  - 7/2
  - 8/13
  - 9/24
  - 10/1- 11:30am
  - 10/1- 6pm
  - 10/9

**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, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-121 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
CITY CLERK





Date Application Received: 10/8/21  
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](mailto: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.

*May 15th - Already Approved -> wants to Add May 14th*  
Date of Event: any Saturday in May 2021 Rain Date: \_\_\_\_\_  
*0 May 2021. we are flexible with what's available.*  
Time of Event: 11a to 5p Setup time: 10a Break-down time: 5p  
Name of Event: The New Jersey VegFest: Asbury Park Vegan Pop-Up Shop.  
Location of Event: Bradley Park

Type of Event (check all that apply):

- |                                              |                                      |                                          |
|----------------------------------------------|--------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Festival | <input type="checkbox"/> Parade      | <input type="checkbox"/> Foot Race       |
| <input type="checkbox"/> Wedding*            | <input type="checkbox"/> Beach Event | <input type="checkbox"/> Concert         |
| <input type="checkbox"/> Bike Ride/Race      | <input type="checkbox"/> Triathlon   | <input type="checkbox"/> Multi Day Event |
| <input type="checkbox"/> Rally/Demonstration | <input type="checkbox"/> Swim Event  | <input type="checkbox"/> Other: _____    |

\*Wedding applicants only need to complete page 6.



## APPLICANT INFORMATION

1. Name of Applicant/Organization: New Jersey Vegfest
2. Address of Applicant: 16 Bank Street, Morristown, NJ 07960
3. Telephone #: 732-773-0215 Cell Phone #: same E-mail: monica@NJvegfest.com
4. Is your organization non-profit? NO If so, please provide Tax ID# 152767637  
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: We are a vegan food festival of all local small vegan businesses. We have done this event for 5 years in Convention Hall and would like to bring it outside.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Estimated attendance: 2000
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?  
If Yes, please explain what type of amplification will be used: probably just a duo on a plugged in acoustic guitar. Nothing even requiring a stage.  
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?  
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$10-20
11. ☒ YES ☐ NO Is there a vendor charge? If yes, how much? ~\$200
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 2/13/2020
- Location Convention Hall
- Contact person: Chris Femiano
- Email \_\_\_\_\_ Phone # \_\_\_\_\_



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](mailto: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: July 2, 2022 Rain Date: \_\_\_\_\_

Time of Event: 12 pm to 6 pm Setup time: 9:30 am Break-down time: 6:30 pm

Name of Event: UNIVERSAL AFRICAN American Festival

Location of Event: Springwood Park

Type of Event (check all that apply):

- |                                              |                                      |                                          |
|----------------------------------------------|--------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Festival | <input type="checkbox"/> Parade      | <input type="checkbox"/> Foot Race       |
| <input type="checkbox"/> Wedding*            | <input type="checkbox"/> Beach Event | <input type="checkbox"/> Concert         |
| <input type="checkbox"/> Bike Ride/Race      | <input type="checkbox"/> Triathlon   | <input type="checkbox"/> Multi Day Event |
| <input type="checkbox"/> Rally/Demonstration | <input type="checkbox"/> Swim Event  | <input type="checkbox"/> Other: _____    |

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





## APPLICANT INFORMATION

1. Name of Applicant/Organization: ZAMIR/ALISAAD Allah Dunbar Foundation
2. Address of Applicant: 1812 McBride Ave. NEPTUNE NJ 07753
3. Telephone #: 732-685-7349 Cell Phone #: 732-508-7037 E-mail: CONTACT@ZADFOUNDATION.ORG
4. Is your organization non-profit? yes If so, please provide Tax ID# 82-2156488  
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: African Festival with local and surrounding area artists, entertainers, performers, arts and crafts, vendors, and food vendors coming together to transform Springwood Park into an outdoor African cultural oasis that celebrates traditional and contemporary expressions of African culture in all its BEAUTY, DIVERSITY, AND STRENGTH.
6. Estimated attendance: 500
7. ☒ YES ☐ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?  
If Yes, please explain what type of amplification will be used: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?  
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? \_\_\_\_\_
11. ☒ YES ☐ NO Is there a vendor charge? If yes, how much? \_\_\_\_\_
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? August 2018
- Location SPRINGWOOD PARK
- Contact person: BIBI BENNETT
- Email bibibennett@zadfoundation.org Phone # 732-685-7349

## City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

**Wedding Application Fee: \$100.00 (nonrefundable)**

**Park/Beach Fee: \$250.00 (nonrefundable)**

**Checks or money orders should be made payable to the City of Asbury Park**

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 5/7/22 Ceremony start time: 11:30 am

Setup time: 10am (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Sarah Sabella + Dan Corson

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park NJ

Day Phone: 732-774-1155 Evening Phone: \_\_\_\_\_

E-mail Address: apinney@mcloones.com

### Other Pertinent Information

Number in wedding party: \_\_\_\_\_

Number of people attending wedding ceremony \_\_\_\_\_

Will any of the following equipment be used:

PA System: \_\_\_\_\_ yes \_\_\_\_\_ no

Chairs: X yes \_\_\_\_\_ no If yes, how many 50

Archway: \_\_\_\_\_ yes \_\_\_\_\_ no

Canopy/tent: \_\_\_\_\_ yes \_\_\_\_\_ no (if larger than 30x30, a fire permit is required)

Attachment: council meeting 223 (2022-121 : Special Event Applications)

Other \_\_\_\_\_

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Signature of Applicant

  
Date

For Special Events Department Use:

Wedding fee paid:\$ \_\_\_\_\_

Date of payment \_\_\_\_\_

Insurance \_\_\_\_\_

Attachment: council meeting 223 (2022-121 : Special Event Applications)



## City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

**Wedding Application Fee: \$100.00** (nonrefundable)

**Park/Beach Fee: \$250.00** (nonrefundable)

**Checks or money orders should be made payable to the City of Asbury Park**

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 7/2/22 Ceremony start time: 4pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Alyssa Rowen + Patrick Donnelly

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park 077

Day Phone: 732-774-1155 Evening Phone: \_\_\_\_\_

E-mail Address: apinney@mclouanes.com

### Other Pertinent Information

Number in wedding party: \_\_\_\_\_

Number of people attending wedding ceremony \_\_\_\_\_

Will any of the following equipment be used:

PA System: \_\_\_\_\_ yes \_\_\_\_\_ no

Chairs: X yes \_\_\_\_\_ no If yes, how many 75

Archway: \_\_\_\_\_ yes \_\_\_\_\_ no

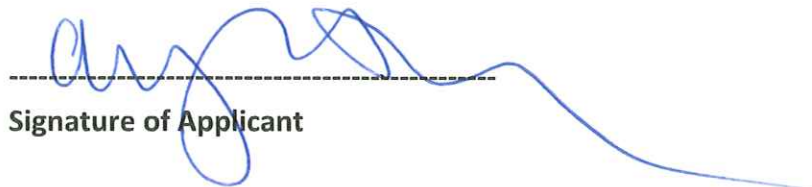
Canopy/tent: \_\_\_\_\_ yes \_\_\_\_\_ no (if larger than 30x30, a fire permit is required)

Attachment: council meeting 223 (2022-121 : Special Event Applications)

Other \_\_\_\_\_  
 \_\_\_\_\_

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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 Signature of Applicant

1/23/22  
 Date

-----  
For Special Events Department Use:

Wedding fee paid:\$ \_\_\_\_\_

Date of payment \_\_\_\_\_

Insurance \_\_\_\_\_

Attachment: council meeting 223 (2022-121 : Special Event Applications)



## City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

**Wedding Application Fee: \$100.00 (nonrefundable)**

**Park/Beach Fee: \$250.00 (nonrefundable)**

**Checks or money orders should be made payable to the City of Asbury Park**

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 8/13/22 Ceremony start time: 6pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach Asbury Park

Names of Couple getting married: Kelly Bauer + Andrew Kirschenbaum

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park NJ 07717

Day Phone: 732-774-1155 Evening Phone: \_\_\_\_\_

E-mail Address: apinney@mclowes.com

### Other Pertinent Information

Number in wedding party: \_\_\_\_\_

Number of people attending wedding ceremony \_\_\_\_\_

Will any of the following equipment be used:

PA System: \_\_\_\_\_ yes \_\_\_\_\_ no

Chairs: X yes \_\_\_\_\_ no If yes, how many 75

Archway: \_\_\_\_\_ yes \_\_\_\_\_ no

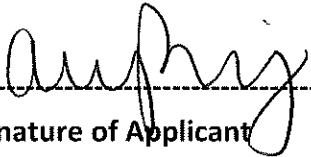
Canopy/tent: \_\_\_\_\_ yes \_\_\_\_\_ no (if larger than 30x30, a fire permit is required)

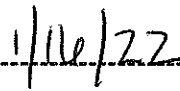
Attachment: council meeting 223 (2022-121 : Special Event Applications)

Other \_\_\_\_\_  
 \_\_\_\_\_

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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 Signature of Applicant

  
 Date

\_\_\_\_\_  
 \_\_\_\_\_  
For Special Events Department Use:

Wedding fee paid:\$ \_\_\_\_\_

Date of payment \_\_\_\_\_

Insurance \_\_\_\_\_

Attachment: council meeting 223 (2022-121 : Special Event Applications)

## City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

**Wedding Application Fee: \$100.00 (nonrefundable)**

**Park/Beach Fee: \$250.00 (nonrefundable)**

**Checks or money orders should be made payable to the City of Asbury Park**

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 9/24/22 Ceremony start time: 6pm  
 Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)  
 Location of Ceremony: 5th Avenue Beach  
 Names of Couple getting married: Karen Brey + Stephen Kovelesky  
 Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park NJ 07712  
 Day Phone: 732-974-1155 Evening Phone: \_\_\_\_\_  
 E-mail Address: apinney@mcloones.com

### Other Pertinent Information

Number in wedding party: \_\_\_\_\_

Number of people attending wedding ceremony \_\_\_\_\_

Will any of the following equipment be used:

PA System: \_\_\_\_\_ yes \_\_\_\_\_ no

Chairs: X yes \_\_\_\_\_ no If yes, how many 75

Archway: \_\_\_\_\_ yes \_\_\_\_\_ no

Canopy/tent: \_\_\_\_\_ yes \_\_\_\_\_ no (if larger than 30x30, a fire permit is required)

Attachment: council meeting 223 (2022-121 : Special Event Applications)

Other \_\_\_\_\_  
 \_\_\_\_\_

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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 Signature of Applicant

  
 Date

For Special Events Department Use:

Wedding fee paid:\$ \_\_\_\_\_

Date of payment \_\_\_\_\_

Insurance \_\_\_\_\_

Attachment: council meeting 223 (2022-121 : Special Event Applications)



## City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

**Wedding Application Fee: \$100.00** (nonrefundable)

**Park/Beach Fee: \$250.00** (nonrefundable)

**Checks or money orders should be made payable to the City of Asbury Park**

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 10/1/22 Ceremony start time: 11:30 am

Setup time: 10am (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : NIKKHA FRAZIER + mark ROYER

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park 07712

Day Phone: 732-974-1155 Evening Phone: \_\_\_\_\_

E-mail Address: apinney@mcloones.com

### Other Pertinent Information

Number in wedding party: \_\_\_\_\_

Number of people attending wedding ceremony 55

Will any of the following equipment be used:

PA System: \_\_\_\_\_ yes \_\_\_\_\_ no

Chairs: X yes \_\_\_\_\_ no If yes, how many 15

Archway: \_\_\_\_\_ yes \_\_\_\_\_ no

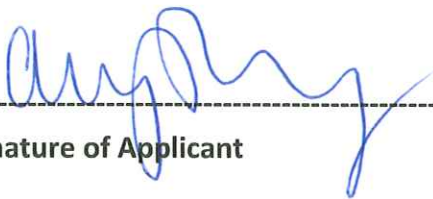
Canopy/tent: \_\_\_\_\_ yes \_\_\_\_\_ no (if larger than 30x30, a fire permit is required)

Attachment: council meeting 223 (2022-121 : Special Event Applications)

Other \_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_  
 Signature of Applicant

1/23/22  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_  
For Special Events Department Use:

Wedding fee paid:\$ \_\_\_\_\_

Date of payment \_\_\_\_\_

Insurance \_\_\_\_\_

Attachment: council meeting 223 (2022-121 : Special Event Applications)



## City of Asbury Park Wedding Application

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**Wedding Application Fee: \$100.00 (nonrefundable)**

**Park/Beach Fee: \$250.00 (nonrefundable)**

**Checks or money orders should be made payable to the City of Asbury Park**

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 10/1/22 Ceremony start time: 6pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Linsey Park + Thomas Anderson

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park NJ

Day Phone: 732-774-1155 Evening Phone: \_\_\_\_\_

E-mail Address: apinney@mclones.com

### Other Pertinent Information

Number in wedding party: \_\_\_\_\_

Number of people attending wedding ceremony 130

Will any of the following equipment be used:

PA System: \_\_\_\_\_ yes \_\_\_\_\_ no

Chairs: X yes \_\_\_\_\_ no If yes, how many 75

Archway: \_\_\_\_\_ yes \_\_\_\_\_ no

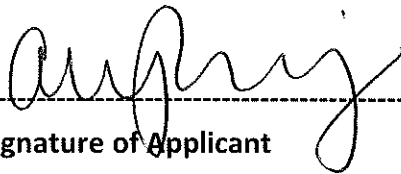
Canopy/tent: \_\_\_\_\_ yes \_\_\_\_\_ no (if larger than 30x30, a fire permit is required)

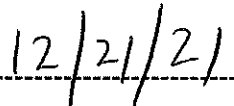
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Other \_\_\_\_\_  
 \_\_\_\_\_

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 Signature of Applicant

  
 Date

For Special Events Department Use:

Wedding fee paid:\$ \_\_\_\_\_

Date of payment \_\_\_\_\_

Insurance \_\_\_\_\_

Attachment: council meeting 223 (2022-121 : Special Event Applications)

## City of Asbury Park Wedding Application

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**Park/Beach Fee: \$250.00 (nonrefundable)**

**Checks or money orders should be made payable to the City of Asbury Park**

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 10/9/22 Ceremony start time: 6pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married : Matt Daly + Erm O'Brien

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park NJ

Day Phone: 732-994-1155 Evening Phone: \_\_\_\_\_

E-mail Address: apinney@mcloones.com

### Other Pertinent Information

Number in wedding party: \_\_\_\_\_

Number of people attending wedding ceremony \_\_\_\_\_

Will any of the following equipment be used:

PA System: \_\_\_\_\_ yes \_\_\_\_\_ no

Chairs: X yes \_\_\_\_\_ no If yes, how many 75

Archway: \_\_\_\_\_ yes \_\_\_\_\_ no

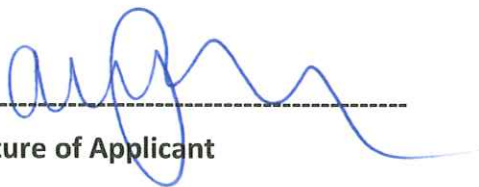
Canopy/tent: \_\_\_\_\_ yes \_\_\_\_\_ no (if larger than 30x30, a fire permit is required)

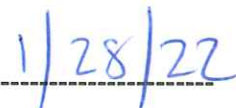
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Other \_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_  
 Signature of Applicant

  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_  
For Special Events Department Use:

Wedding fee paid:\$ \_\_\_\_\_

Date of payment \_\_\_\_\_

Insurance \_\_\_\_\_

Attachment: council meeting 223 (2022-121 : Special Event Applications)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-122**

Resolution Approving Payment of Bills





## RESOLUTION NO. 2022-122

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

### RESOLUTION APPROVING PAYMENT OF BILLS

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

**BE IT RESOLVED**, that these vouchers payable totaling \$1,817,164.97

**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 | \$ <u>1,817,164.97</u> |
| TOTAL VOUCHERS   | \$ <u>1,817,164.97</u> |

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-122 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
CITY CLERK

February 16, 2022  
04:32 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.C.2.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: 1-First      to 2-Last      Bid: Y      State: Y      Other: Y      Exempt:  
Rcvd Batch Id Range: First      to Last      Encumbrance Date Range: First      to 12/31/22      Include Non-Budgeted:  
Department Page Break: No      Subtotal CAFR: Yes      Subtotal Department: Yes      Subtotal Extd: Yes

| Budget Account | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|----------------|-------------|---------|------------------|--------|-------------|---------|
|----------------|-------------|---------|------------------|--------|-------------|---------|

Fund: CURRENT  
Department: ADMINISTRATION  
Extd: ADMINISTRATION

|                               |                                    |  |  |                 |      |  |
|-------------------------------|------------------------------------|--|--|-----------------|------|--|
| 1-01-20-100-000-201           | ADMINISTRATION General Plant       |  |  |                 |      |  |
| 406DEA 406 DEAL LAKE, LLC     | 22-00387 2021 Trash Reimbursements |  |  | 3,466.98        | 0.00 |  |
| 2123R005 212 3RD AVENUE LLC   | 22-00388 2021 Trash Reimbursements |  |  | 1,788.00        | 0.00 |  |
| 220FOU 220 FOURTH AVENUE, LLC | 22-00389 2021 Trash Reimb.         |  |  | 2,729.91        | 0.00 |  |
|                               |                                    |  |  | <u>7,984.89</u> |      |  |
|                               | Extd Total: ADMINISTRATION         |  |  | 7,984.89        |      |  |
|                               | Department Total: ADMINISTRATION   |  |  | 7,984.89        |      |  |

Department: FINANCE  
Extd: FINANCIAL ADMINISTRATION

|                                     |                                        |  |  |          |      |  |
|-------------------------------------|----------------------------------------|--|--|----------|------|--|
| 1-01-20-130-000-204                 | FINANCE Outside Services               |  |  |          |      |  |
| ACAFGI ACACIA FINANCIAL GROUP, INC. | 22-00473 Fin. Advisory Serv. Dec. 2021 |  |  | 231.25   | 0.00 |  |
| 1-01-20-130-000-207                 | FINANCE HR Testing                     |  |  |          |      |  |
| MERHEA MERIDIAN OCCUPATIONAL HEALTH | 22-00186 INVOICE #476483 DECEMBER 2021 |  |  | 3,275.00 | 0.00 |  |
|                                     | Extd Total: FINANCIAL ADMINISTRATION   |  |  | 3,506.25 |      |  |
|                                     | Department Total: FINANCE              |  |  | 3,506.25 |      |  |

Department: TAX REV ADMIN  
Extd: TAX REVENUE ADMINISTRATION

|                             |                                        |  |  |          |      |  |
|-----------------------------|----------------------------------------|--|--|----------|------|--|
| 1-01-20-145-000-202         | TAX REV ADMIN Office Supplies          |  |  |          |      |  |
| WBMASON W.B.MASON CO., INC. | 21-03351 Tax office supplies 12.2021   |  |  | 1,115.87 | 0.00 |  |
| 1-01-20-145-000-217         | TAX REV ADMIN Ads&Promotion            |  |  |          |      |  |
| THECOA THE NEW COASTER, LLC | 21-03083 TAX SALE NEWSPAPER ADS        |  |  | 60.00    | 0.00 |  |
|                             | Extd Total: TAX REVENUE ADMINISTRATION |  |  | 1,175.87 |      |  |
|                             | Department Total: TAX REV ADMIN        |  |  | 1,175.87 |      |  |

Department: LEGAL SERVICES  
Extd: LEGAL SERVICES

|                                    |                                         |  |  |        |      |  |
|------------------------------------|-----------------------------------------|--|--|--------|------|--|
| 1-01-20-155-000-209                | LEGAL SERVICES Fees                     |  |  |        |      |  |
| ANSZAR ANSELL, GRIMM & AARON, P.C. | 22-00456 January 2022 General Legal Fee |  |  | 128.00 | 0.00 |  |
|                                    | Extd Total: LEGAL SERVICES              |  |  | 128.00 |      |  |
|                                    | Department Total: LEGAL SERVICES        |  |  | 128.00 |      |  |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)

February 16, 2022  
04:32 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.C.2.a  
Page No. 2

| Budget Account<br>Vendor                                     | Description                            | P.O. Id  | P.O. Description               | Amount     | Void Amount | PO Type |
|--------------------------------------------------------------|----------------------------------------|----------|--------------------------------|------------|-------------|---------|
| Department: ENGINEER SERV<br>Extd: ENGINEERING SERVICES      |                                        |          |                                |            |             |         |
| 1-01-20-165-000-209                                          | ENGINEERING SERVICES Fees              |          |                                |            |             |         |
| DESIM005 DESIMONE CONSULTING                                 |                                        | 21-03114 | EMERGENCY STRUCTURAL EVALS     | 97,488.60  | 0.00        | B       |
|                                                              | Extd Total: ENGINEERING SERVICES       |          |                                | 97,488.60  |             |         |
|                                                              | Department Total: ENGINEER SERV        |          |                                | 97,488.60  |             |         |
|                                                              | CAFR Total:                            |          |                                | 110,283.61 |             |         |
| Department: Planning Department<br>Extd: Planning Department |                                        |          |                                |            |             |         |
| 1-01-21-179-000-202                                          | PLANNING DEPT. Office Supplies         |          |                                |            |             |         |
| STAPLE STAPLES BUSINESS ADVANTAGE                            |                                        | 21-03270 | Planning dept stamps/supplies  | 93.42      | 0.00        |         |
|                                                              | Extd Total: Planning Department        |          |                                | 93.42      |             |         |
|                                                              | Department Total: Planning Department  |          |                                | 93.42      |             |         |
|                                                              | CAFR Total:                            |          |                                | 93.42      |             |         |
| Department: CONST CODE<br>Extd: CONSTRUCTION CODE OFFICIAL   |                                        |          |                                |            |             |         |
| 1-01-22-200-000-209                                          | CONST CODE Uniforms                    |          |                                |            |             |         |
| MURARM MURRAY'S UNIFORMS                                     |                                        | 21-03243 | UNIFORM VESTS                  | 228.00     | 0.00        |         |
|                                                              | Extd Total: CONSTRUCTION CODE OFFICIAL |          |                                | 228.00     |             |         |
|                                                              | Department Total: CONST CODE           |          |                                | 228.00     |             |         |
|                                                              | CAFR Total:                            |          |                                | 228.00     |             |         |
| Department: POLICE<br>Extd: POLICE DEPARTMENT                |                                        |          |                                |            |             |         |
| 1-01-25-240-000-202                                          | POLICE Office Supplies                 |          |                                |            |             |         |
| WBMASON W.B.MASON CO., INC.                                  |                                        | 21-03143 | Office Supplies                | 1,913.35   | 0.00        |         |
| 1-01-25-240-000-205                                          | POLICE Animal Control Services         |          |                                |            |             |         |
| SPCA MONMOUTH COUNTY SPCA                                    |                                        | 22-00183 | #2015863 DECEMBER 2021 SERVICE | 4,700.00   | 0.00        |         |
| 1-01-25-240-000-207                                          | POLICE Clothing Allowance              |          |                                |            |             |         |
| LANASO LANIGAN ASSOCIATES. INC.                              |                                        | 21-03477 | POLICE UNIFORMS NEEDED         | 9,000.00   | 0.00        |         |
| 1-01-25-240-000-275                                          | POLICE Traffic Maintenance             |          |                                |            |             |         |
| KMOORE K.MOOREA CO., LLC                                     |                                        | 21-03055 | Traffic Safety Vests & Hats    | 293.00     | 0.00        |         |
|                                                              | Extd Total: POLICE DEPARTMENT          |          |                                | 15,906.35  |             |         |
|                                                              | Department Total: POLICE               |          |                                | 15,906.35  |             |         |
| Department: FIRE DEPT.<br>Extd: FIRE DEPARTMENT              |                                        |          |                                |            |             |         |
| 1-01-25-265-000-202                                          | FIRE DEPT. Office Supplies             |          |                                |            |             |         |
| WBMASON W.B.MASON CO., INC.                                  |                                        | 21-03305 | MISC OFFICE SUPPLIES           | 66.51      | 0.00        |         |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)

| Budget Account<br>Vendor              | Description                             | P.O. Id | P.O. Description | Amount        | Void Amount | PO Type |
|---------------------------------------|-----------------------------------------|---------|------------------|---------------|-------------|---------|
| 1-01-25-265-000-207                   | FIRE DEPT. Clothing Allowance           |         |                  |               |             |         |
| MUNIC005 MUNICIPAL EMERGENCY SERVICES | 21-01070 2021 Cloth Allow-Annunziata,P. |         |                  | 157.00        | 0.00        | B       |
| MUNIC005 MUNICIPAL EMERGENCY SERVICES | 21-01086 2021 Cloth Allow-Disbrow       |         |                  | 44.00         | 0.00        | B       |
| MUNIC005 MUNICIPAL EMERGENCY SERVICES | 21-01091 2021 Cloth Allow-Hart          |         |                  | 394.18        | 0.00        | B       |
|                                       |                                         |         |                  | <u>595.18</u> |             |         |
| 1-01-25-265-000-214                   | FIRE DEPT. Building Maintenance         |         |                  |               |             |         |
| JERCOA JERSEY COAST FIRE EQUIPMENT    | 21-03080 AMEREX FIRE SUPPRESSION SYSTEM |         |                  | 1,500.00      | 0.00        |         |
| 1-01-25-265-000-229                   | FIRE DEPT. Medical Sup.                 |         |                  |               |             |         |
| VERALP V.E. RALPH & SON, INC.         | 21-03421 #95584 & 95585 SUPPLIES NEEDED |         |                  | 2,580.00      | 0.00        |         |
|                                       | Extd Total: FIRE DEPARTMENT             |         |                  | 4,741.69      |             |         |
|                                       | Department Total: FIRE DEPT.            |         |                  | 4,741.69      |             |         |
|                                       | CAFR Total:                             |         |                  | 20,648.04     |             |         |
| Department: STREETS & ROAD            |                                         |         |                  |               |             |         |
| Extd: STREETS & ROADS MAINTENANCE     |                                         |         |                  |               |             |         |
| 1-01-26-290-000-202                   | STREETS & ROAD Office Supplies          |         |                  |               |             |         |
| WBMASON W.B.MASON CO., INC.           | 21-03428 OFFICE SUPPLIES NEEDED         |         |                  | 45.38         | 0.00        |         |
| 1-01-26-290-000-203                   | STREETS & ROAD Motor Vehicle            |         |                  |               |             |         |
| MCGMUN MCGRATH MUNICIPAL EQUIPMENT    | 21-02488 Diesel Burner Tune Up          |         |                  | 300.00        | 0.00        |         |
| 1-01-26-290-000-213                   | STREETS & ROAD Safety Equipment         |         |                  |               |             |         |
| CINCOR CINTAS CORPORATION NO 2        | 21-03337 Shelf First-Aid Cabinet #14129 |         |                  | 1,499.00      | 0.00        |         |
| 1-01-26-290-000-216                   | STREETS & ROAD Carpentry Supplies       |         |                  |               |             |         |
| SHEWIL SHERWIN WILLIAMS               | 21-03336 Paint for new beach lockers    |         |                  | 1,015.84      | 0.00        |         |
| 1-01-26-290-000-218                   | STREETS & ROAD Contract.Serv.           |         |                  |               |             |         |
| CINCOR CINTAS CORPORATION NO 2        | 22-00359 #9158990190 AED AGREEMENT 2021 |         |                  | 99.00         | 0.00        |         |
|                                       | Extd Total: STREETS & ROADS MAINTENANCE |         |                  | 2,959.22      |             |         |
|                                       | Department Total: STREETS & ROAD        |         |                  | 2,959.22      |             |         |
|                                       | CAFR Total:                             |         |                  | 2,959.22      |             |         |
| Department: PUBLIC LIBRARY            |                                         |         |                  |               |             |         |
| Extd: PUBLIC LIBRARY:                 |                                         |         |                  |               |             |         |
| 1-01-29-390-000-299                   | PUBLIC LIBRARY Misc.                    |         |                  |               |             |         |
| ASBFRE ASBURY PARK FREE PUBLIC LIBRAR | 22-00377 2021 Library Balance           |         |                  | 3,003.18      | 0.00        |         |
|                                       | Extd Total: PUBLIC LIBRARY:             |         |                  | 3,003.18      |             |         |
|                                       | Department Total: PUBLIC LIBRARY        |         |                  | 3,003.18      |             |         |
|                                       | CAFR Total:                             |         |                  | 3,003.18      |             |         |
|                                       | Fund Total: CURRENT                     |         |                  | 137,215.47    |             |         |

| Budget Account<br>Vendor                 | Description                                    | P.O. Id | P.O. Description | Amount     | Void Amount | PO Type |
|------------------------------------------|------------------------------------------------|---------|------------------|------------|-------------|---------|
| Fund: BEACH                              |                                                |         |                  |            |             |         |
| 1-05-55-546-000-905                      | BEACH UTILITY O/E: Boardwalk Repairs           |         |                  |            |             |         |
| ATECH005 A-TECH CONCRETE COMPANY, INC.   | 21-02861 BOARDWALK DECKING & REMOVAL           |         |                  | 100,227.75 | 0.00        | B       |
|                                          | Extd Total:                                    |         |                  | 100,227.75 |             |         |
|                                          | Department Total:                              |         |                  | 100,227.75 |             |         |
|                                          | CAFR Total:                                    |         |                  | 100,227.75 |             |         |
|                                          | Fund Total: BEACH                              |         |                  | 100,227.75 |             |         |
| Fund: TRANSPORTATION UTILITY: BUDGET:    |                                                |         |                  |            |             |         |
| Department: UTILITY OE                   |                                                |         |                  |            |             |         |
| Extd: TRANS.UTILITY O/E: OTHER EXPENSES: |                                                |         |                  |            |             |         |
| 1-06-55-502-000-201                      | TRANS.UTILITY O/E: General Plant               |         |                  |            |             |         |
| FOUND005 FOUNDATION TITLE LLC            | 21-03276 Custom Search for Mayfair Ln          |         |                  | 75.00      | 0.00        |         |
| 1-06-55-502-000-210                      | TRANS.UTILITY O/E: Signs                       |         |                  |            |             |         |
| GLESUP GLENCO SUPPLY INC.                | 21-03306 Roadway Standing Signage              |         |                  | 5,575.00   | 0.00        |         |
| 1-06-55-502-000-213                      | TRANS.UTILITY O/E: Mobile App Fees             |         |                  |            |             |         |
| PARKM005 PARKMOBILE USA, LLC             | 22-00105 INV26832 Dec2021 End User Fees        |         |                  | 3,180.00   | 0.00        |         |
|                                          | Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES: |         |                  | 8,830.00   |             |         |
|                                          | Department Total: UTILITY OE                   |         |                  | 8,830.00   |             |         |
|                                          | CAFR Total:                                    |         |                  | 8,830.00   |             |         |
|                                          | Fund Total: TRANSPORTATION UTILITY: BUDGET:    |         |                  | 8,830.00   |             |         |
| Fund: SEWER UTILITY: BUDGET:             |                                                |         |                  |            |             |         |
| Department: UTILITY OE                   |                                                |         |                  |            |             |         |
| Extd: SEWER UTILITY O/E: OTHER EXPENSES: |                                                |         |                  |            |             |         |
| 1-07-55-502-000-205                      | SEWER UTILITY O/E: Repairs                     |         |                  |            |             |         |
| MUNMAI MUNICIPAL MAINTENANCE CO.         | 22-00279 #15358 PUMP & MOTOR REPAIRS           |         |                  | 2,880.00   | 0.00        |         |
| 1-07-55-502-000-218                      | SEWER UTILITY O/E: Contract Services           |         |                  |            |             |         |
| TMASSO T & M ASSOCIATES                  | 21-02983 CARBON MEDIA REPLACEMENT              |         |                  | 423.50     | 0.00        | B       |
|                                          | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES: |         |                  | 3,303.50   |             |         |
|                                          | Department Total: UTILITY OE                   |         |                  | 3,303.50   |             |         |
|                                          | CAFR Total:                                    |         |                  | 3,303.50   |             |         |
|                                          | Fund Total: SEWER UTILITY: BUDGET:             |         |                  | 3,303.50   |             |         |
|                                          | Year Total:                                    |         |                  | 249,576.72 |             |         |
| Fund: CURRENT                            |                                                |         |                  |            |             |         |
| Department: ADMINISTRATION               |                                                |         |                  |            |             |         |
| Extd: ADMINISTRATION                     |                                                |         |                  |            |             |         |
| 2-01-20-100-000-207                      | ADMINISTRATION Contractual                     |         |                  |            |             |         |
| BIRDS005 BIRDS BEWARE INC.               | 22-00269 1ST QTR 2022 CLEARING AND             |         |                  | 500.00     | 0.00        | B       |

| Budget Account<br>Vendor                                    | Description                          | P.O. Id  | P.O. Description                       | Amount               | Void Amount | PO Type |
|-------------------------------------------------------------|--------------------------------------|----------|----------------------------------------|----------------------|-------------|---------|
| 2-01-20-100-000-207<br>BIRDS005 BIRDS BEWARE INC.           | ADMINISTRATION Contractual           | 22-00270 | Continued<br>1ST QTR 2022 CLEARING AND | 1,000.00<br>1,500.00 | 0.00        | B       |
| 2-01-20-100-000-209<br>CGPHL005 CGP&H, LLC                  | ADMINISTRATION Professional Services | 22-00382 | INVOICE #42978 JANUARY 2022            | 1,372.00             | 0.00        |         |
|                                                             | Extd Total: ADMINISTRATION           |          |                                        | 2,872.00             |             |         |
|                                                             | Department Total: ADMINISTRATION     |          |                                        | 2,872.00             |             |         |
| Department: MUNIC CLERK                                     |                                      |          |                                        |                      |             |         |
| Extd: MUNICIPAL CLERK                                       |                                      |          |                                        |                      |             |         |
| 2-01-20-120-000-217<br>ASBPAK ASBURY PARK PRESS             | MUNICIPAL CLERK Ads&Promotion        | 22-00494 | APP #5118907 2/5/22 ADVERTISE          | 44.24                | 0.00        |         |
| 2-01-20-120-000-238<br>EDMASS EDMUNDS GOVTECH, INC.         | MUNICIPAL CLERK Contractual          | 22-00334 | INV #21-in4664 2022 SOFTWARE           | 1,004.25             | 0.00        |         |
|                                                             | Extd Total: MUNICIPAL CLERK          |          |                                        | 1,048.49             |             |         |
|                                                             | Department Total: MUNIC CLERK        |          |                                        | 1,048.49             |             |         |
| Department: FINANCE                                         |                                      |          |                                        |                      |             |         |
| Extd: FINANCIAL ADMINISTRATION                              |                                      |          |                                        |                      |             |         |
| 2-01-20-130-000-206<br>MUNCAP MUNICIPAL CAPITAL CORPORATION | FINANCE Copier                       | 22-00406 | #18196 CONTRACT PMT #59 OF 60          | 3,207.29             | 0.00        |         |
| 2-01-20-130-000-209<br>EDMASS EDMUNDS GOVTECH, INC.         | FINANCE Fees                         | 22-00334 | INV #21-in4664 2022 SOFTWARE           | 5,520.80             | 0.00        |         |
| GREFIN GREATAMERICA FINANCIAL SVCS.                         |                                      | 22-00397 | #31024068 MARCH 2022 FINANCE           | 339.50               | 0.00        |         |
| FPMail FP Mailing Solutions                                 |                                      | 22-00478 | #RI105207648 2/1/22-4/30/22            | 225.00               | 0.00        |         |
|                                                             |                                      |          |                                        | 6,085.30             |             |         |
| 2-01-20-130-000-212<br>GOVPUR GOVERNMENTAL PURCHASING ASS'N | FINANCE Dues,Subscript.              | 22-00393 | 2022 MEMBERSHIP DUES TRACY             | 100.00               | 0.00        |         |
|                                                             | Extd Total: FINANCIAL ADMINISTRATION |          |                                        | 9,392.59             |             |         |
|                                                             | Department Total: FINANCE            |          |                                        | 9,392.59             |             |         |
| Department: COMPUTER MIS                                    |                                      |          |                                        |                      |             |         |
| Extd: COMPUTERIZED DATA PROCESSING                          |                                      |          |                                        |                      |             |         |
| 2-01-20-140-000-219<br>CDWGOV CDW GOVERNMENT LLC            | COMPUTER DATA PROC. Equipment        | 22-00246 | Q#MPDN136 iPad Case                    | 29.52                | 0.00        |         |
| AMAZO005 AMAZON.COM SERVICES                                |                                      | 22-00247 | Misc. IT Supplies                      | 271.39               | 0.00        |         |
| CDWGOV CDW GOVERNMENT LLC                                   |                                      | 22-00380 | Q#1C6ZM6W Scanner for HR               | 465.88               | 0.00        |         |
| SHIINT SHI INTERNATIONAL CORP                               |                                      | 22-00436 | Q#21590043 89X Toner                   | 197.54               | 0.00        |         |
|                                                             |                                      |          |                                        | 964.33               |             |         |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)



| Budget Account<br>Vendor              | Description                              | P.O. Id | P.O. Description | Amount    | Void Amount | PO Type |
|---------------------------------------|------------------------------------------|---------|------------------|-----------|-------------|---------|
| 2-01-20-140-000-222                   | COMPUTER DATA PROC Software Lic.         |         |                  |           |             |         |
| ENVSYS ENVIRONMENTAL SYSTEMS RESEARCH | 22-00207 GIS Licenses 2/1/22 - 1/31/23   |         |                  | 2,599.00  | 0.00        |         |
|                                       | Extd Total: COMPUTERIZED DATA PROCESSING |         |                  | 3,563.33  |             |         |
|                                       | Department Total: COMPUTER MIS           |         |                  | 3,563.33  |             |         |
| Department: TAX REV ADMIN             |                                          |         |                  |           |             |         |
| Extd: TAX REVENUE ADMINISTRATION      |                                          |         |                  |           |             |         |
| 2-01-20-145-000-209                   | TAX REV ADMIN Fees                       |         |                  |           |             |         |
| EDMASS EDMUNDS GOVTECH, INC.          | 22-00334 INV #21-in4664 2022 SOFTWARE    |         |                  | 3,620.45  | 0.00        |         |
|                                       | Extd Total: TAX REVENUE ADMINISTRATION   |         |                  | 3,620.45  |             |         |
|                                       | Department Total: TAX REV ADMIN          |         |                  | 3,620.45  |             |         |
| Department: TAX ASSESSOR              |                                          |         |                  |           |             |         |
| Extd: TAX ASSESSOR                    |                                          |         |                  |           |             |         |
| 2-01-20-150-000-209                   | TAX ASSESSOR Fees                        |         |                  |           |             |         |
| READAT REALTY DATA SYSTEMS LLC        | 22-00431 INVOICE #595 JANUARY 2022       |         |                  | 46,226.50 | 0.00        |         |
|                                       | Extd Total: TAX ASSESSOR                 |         |                  | 46,226.50 |             |         |
|                                       | Department Total: TAX ASSESSOR           |         |                  | 46,226.50 |             |         |
| Department: LEGAL SERVICES            |                                          |         |                  |           |             |         |
| Extd: LEGAL SERVICES                  |                                          |         |                  |           |             |         |
| 2-01-20-155-000-209                   | LEGAL SERVICES Fees                      |         |                  |           |             |         |
| GENBUR GENOVA BURNS LLC               | 22-00421 Invoice 468096 Jan. 2022 Gen    |         |                  | 6,806.82  | 0.00        |         |
| ANSZAR ANSELL, GRIMM & AARON, P.C.    | 22-00456 January 2022 General Legal Fee  |         |                  | 8,075.24  | 0.00        |         |
|                                       |                                          |         |                  | 14,882.06 |             |         |
|                                       | Extd Total: LEGAL SERVICES               |         |                  | 14,882.06 |             |         |
|                                       | Department Total: LEGAL SERVICES         |         |                  | 14,882.06 |             |         |
|                                       | CAFR Total:                              |         |                  | 81,605.42 |             |         |
| Department: Planning Department       |                                          |         |                  |           |             |         |
| Extd: Planning Department             |                                          |         |                  |           |             |         |
| 2-01-21-179-000-202                   | PLANNING DEPT. Office Supplies           |         |                  |           |             |         |
| AMAZO005 AMAZON.COM SERVICES          | 22-00410 Cassettes to record meeting     |         |                  | 15.33     | 0.00        |         |
| 2-01-21-179-000-207                   | PLANNING DEPT. Training/Cert.            |         |                  |           |             |         |
| NJLEAMUN NJ LEAGUE OF MUNICIPALITIES  | 22-00390 2/18/22 WEBINAR M. ALONSO       |         |                  | 75.00     | 0.00        |         |
|                                       | Extd Total: Planning Department          |         |                  | 90.33     |             |         |
|                                       | Department Total: Planning Department    |         |                  | 90.33     |             |         |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)

| Budget Account<br>Vendor          | Description                             | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|-----------------------------------|-----------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| Department: PLANNING BOARD        |                                         |          |                                |           |             |         |
| Extd: PLANNING BOARD              |                                         |          |                                |           |             |         |
| 2-01-21-180-000-201               | PLANNING BOARD General Plant            |          |                                |           |             |         |
| NJPLAN                            | THE NJ PLANNING OFFICIALS, INC.         | 22-00467 | PB mandatory class Daniel S.   | 123.00    | 0.00        |         |
|                                   | Extd Total: PLANNING BOARD              |          |                                | 123.00    |             |         |
|                                   | Department Total: PLANNING BOARD        |          |                                | 123.00    |             |         |
| Department: ZONING BOARD          |                                         |          |                                |           |             |         |
| Extd: ZONING BOARD OF ADJUSTMENT  |                                         |          |                                |           |             |         |
| 2-01-21-185-000-209               | ZONING BOARD Fees                       |          |                                |           |             |         |
| NJPLAN                            | THE NJ PLANNING OFFICIALS, INC.         | 22-00468 | ZB Mandatory Class John Scully | 123.00    | 0.00        |         |
|                                   | Extd Total: ZONING BOARD OF ADJUSTMENT  |          |                                | 123.00    |             |         |
|                                   | Department Total: ZONING BOARD          |          |                                | 123.00    |             |         |
|                                   | CAFR Total:                             |          |                                | 336.33    |             |         |
| Department: CODE ENFORCE          |                                         |          |                                |           |             |         |
| Extd: CODE ENFORCEMENT AND ADMIN. |                                         |          |                                |           |             |         |
| 2-01-22-195-000-203               | CODE ENFORCEMENT Contractual            |          |                                |           |             |         |
| EDMASS                            | EDMUNDS GOVTECH, INC.                   | 22-00334 | INV #21-in4664 2022 SOFTWARE   | 2,343.25  | 0.00        |         |
|                                   | Extd Total: CODE ENFORCEMENT AND ADMIN. |          |                                | 2,343.25  |             |         |
|                                   | Department Total: CODE ENFORCE          |          |                                | 2,343.25  |             |         |
|                                   | CAFR Total:                             |          |                                | 2,343.25  |             |         |
| Department: LIAB INSURANCE        |                                         |          |                                |           |             |         |
| Extd: LIABILITY INSURANCE         |                                         |          |                                |           |             |         |
| 2-01-23-210-000-209               | LIABILITY INSURANCE Fees                |          |                                |           |             |         |
| PMACOM                            | PMA MANAGEMENT CORPORATION              | 22-00422 | Jan 2022 Billing Statement     | 29,257.77 | 0.00        |         |
|                                   | Extd Total: LIABILITY INSURANCE         |          |                                | 29,257.77 |             |         |
|                                   | Department Total: LIAB INSURANCE        |          |                                | 29,257.77 |             |         |
| Department: WORKERS COMP          |                                         |          |                                |           |             |         |
| Extd: WORKER'S COMPENSATION       |                                         |          |                                |           |             |         |
| 2-01-23-215-000-209               | WORKER'S COMPENSATION Fees              |          |                                |           |             |         |
| PMACOM                            | PMA MANAGEMENT CORPORATION              | 22-00422 | Jan 2022 Billing Statement     | 50,962.89 | 0.00        |         |
|                                   | Extd Total: WORKER'S COMPENSATION       |          |                                | 50,962.89 |             |         |
|                                   | Department Total: WORKERS COMP          |          |                                | 50,962.89 |             |         |
|                                   | CAFR Total:                             |          |                                | 80,220.66 |             |         |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)

| Budget Account<br>Vendor          | Description                     | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|-----------------------------------|---------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| Department: POLICE                |                                 |          |                                |                 |             |         |
| Extd: POLICE DEPARTMENT           |                                 |          |                                |                 |             |         |
| 2-01-25-240-000-202               | POLICE Office Supplies          |          |                                |                 |             |         |
| ULINE                             | ULINE, INC.                     | 22-00262 | Evidence Unit storage boxes    | 942.04          | 0.00        |         |
| CDWGOV                            | CDW GOVERNMENT LLC              | 22-00345 | keyboard and mouse             | 138.30          | 0.00        |         |
|                                   |                                 |          |                                | <u>1,080.34</u> |             |         |
| 2-01-25-240-000-218               | POLICE Contract.Serv.           |          |                                |                 |             |         |
| TREMO                             | TREASURER,COUNTY OF MONMOUTH    | 22-00195 | 2022 MOCERT ASSESSMENT         | 2,000.00        | 0.00        |         |
| 2-01-25-240-000-222               | POLICE Training                 |          |                                |                 |             |         |
| MONCON                            | MONMOUTH COUNTY POLICE ACADEMY  | 22-00184 | Accelerated waiver course      | 1,500.00        | 0.00        |         |
|                                   | Extd Total: POLICE DEPARTMENT   |          |                                | 4,580.34        |             |         |
|                                   | Department Total: POLICE        |          |                                | 4,580.34        |             |         |
| Department: FIRE DEPT.            |                                 |          |                                |                 |             |         |
| Extd: FIRE DEPARTMENT             |                                 |          |                                |                 |             |         |
| 2-01-25-265-000-202               | FIRE DEPT. Office Supplies      |          |                                |                 |             |         |
| CRAPRI                            | CRAFTMASTER PRINTING, INC.      | 22-00215 | EST#11166 BUSINESS CARDS       | 225.00          | 0.00        |         |
| WBMASON                           | W.B.MASON CO., INC.             | 22-00396 | MISC. OFFICE SUPPLIES          | 36.05           | 0.00        |         |
|                                   |                                 |          |                                | <u>261.05</u>   |             |         |
| 2-01-25-265-000-214               | FIRE DEPT. Building Maintenance |          |                                |                 |             |         |
| AIRGAS                            | AIR GAS TECHNOLOGIES, INC.      | 22-00277 | QTE:012122-02 4/1/22 - 3/31/23 | 1,571.00        | 0.00        |         |
| WESPES                            | WESTERN PEST SERVICES           | 22-00462 | INV# 7595347 FEBRUARY 2022     | 116.00          | 0.00        |         |
|                                   |                                 |          |                                | <u>1,687.00</u> |             |         |
| 2-01-25-265-000-298               | FIRE DEPT. Special Operations   |          |                                |                 |             |         |
| BUIGEN                            | BUILDERS GENERAL SUPPLY CO.     | 22-00340 | QUOTE#582365 STRUCTURAL LUMBER | 701.13          | 0.00        |         |
|                                   | Extd Total: FIRE DEPARTMENT     |          |                                | 2,649.18        |             |         |
| Extd:                             | FIRE HYDRANT                    |          |                                |                 |             |         |
| 2-01-25-265-266-299               | FIRE HYDRANT Misc.              |          |                                |                 |             |         |
| NJAMER                            | N.J. AMERICAN WATER CO.         | 22-00405 | #1018-210026557043 12/23-1/25  | 18,581.84       | 0.00        |         |
|                                   | Extd Total: FIRE HYDRANT        |          |                                | 18,581.84       |             |         |
|                                   | Department Total: FIRE DEPT.    |          |                                | 21,231.02       |             |         |
|                                   | CAFR Total:                     |          |                                | 25,811.36       |             |         |
| Department: STREETS & ROAD        |                                 |          |                                |                 |             |         |
| Extd: STREETS & ROADS MAINTENANCE |                                 |          |                                |                 |             |         |
| 2-01-26-290-000-203               | STREETS & ROAD Motor Vehicle    |          |                                |                 |             |         |
| GPCNA091                          | GPC-NAPA AUTO PARTS             | 22-00149 | 55 gallon oil for shop         | 605.99          | 0.00        |         |
| WORJEE                            | WORLD CHRYSLER DODGE JEEP RAM   | 22-00170 | New seat cushion for truck 69  | 139.20          | 0.00        |         |
| EASAUT                            | EASTERN AUTOPARTS WAREHOUSE     | 22-00230 | blanket for parts for vehicles | 1,677.82        | 0.00        | B       |
| SEAFOR                            | SEA BREEZE FORD INC.            | 22-00231 | Parts for vehicles BLANKET NTE | 932.44          | 0.00        | B       |
| SEAFOR                            | SEA BREEZE FORD INC.            | 22-00265 | Diagnostic charge CAR #11 PD   | 140.00          | 0.00        |         |

| Budget Account<br>Vendor     | Description                    | P.O. Id            | P.O. Description               | Amount    | Void Amount | PO Type |
|------------------------------|--------------------------------|--------------------|--------------------------------|-----------|-------------|---------|
| 2-01-26-290-000-203          | STREETS & ROAD                 | Motor Vehicle      | Continued                      |           |             |         |
| EASAUT                       | EASTERN AUTOPARTS WAREHOUSE    | 22-00338           | 2 BATTERIES FD AMBULANCE 8359  | 249.24    | 0.00        |         |
| CENTJER                      | CENTRAL JERSEY EQUIPMENT, LLC  | 22-00358           | FRONT END LOADER BLADE BOLTS   | 37.44     | 0.00        |         |
| EASAUT                       | EASTERN AUTOPARTS WAREHOUSE    | 22-00370           | WINDSHEILD WASHER PUMP CAR 16  | 17.99     | 0.00        |         |
| EASAUT                       | EASTERN AUTOPARTS WAREHOUSE    | 22-00378           | SPARK PLUGS AND IGNITION COILS | 265.02    | 0.00        |         |
| EDWTIR                       | EDWARDS TIRE CO., INC.         | 22-00379           | STOCK TIRES PD                 | 2,641.24  | 0.00        |         |
| EDWTIR                       | EDWARDS TIRE CO., INC.         | 22-00399           | 4 tires chiefs car             | 540.08    | 0.00        |         |
| QAAUT                        | QUALITY AUTO GLASS, INC.       | 22-00402           | windsheild truck 69 dpw        | 322.10    | 0.00        |         |
| EDWTIR                       | EDWARDS TIRE CO., INC.         | 22-00426           | Tire for rolloff truck 50 dpw  | 739.16    | 0.00        |         |
|                              |                                |                    |                                | 8,307.72  |             |         |
| 2-01-26-290-000-205          | STREETS & ROAD                 | Snowstorm Expenses |                                |           |             |         |
| TRIOUS                       | TRIOUS, INC.                   | 22-00142           | MISC PARTS FOR SNOW PLOWS      | 1,809.54  | 0.00        |         |
| THEHAR                       | THE HARDWARE STORE             | 22-00381           | ice melter 50lb bags           | 832.51    | 0.00        |         |
| MONMO015                     | MONMOUTH COUNTY PUBLIC WORKS & | 22-00486           | Brine, Admin.fee,etc.1/27/22   | 223.50    | 0.00        |         |
|                              |                                |                    |                                | 2,865.55  |             |         |
| 2-01-26-290-000-210          | STREETS & ROAD                 | Network Fleet      |                                |           |             |         |
| VERIZ015                     | VERIZON CONNECT                | 22-00363           | 2.1.2022 INV#601000024685      | 2,483.30  | 0.00        |         |
| 2-01-26-290-000-213          | STREETS & ROAD                 | Safety Equipment   |                                |           |             |         |
| STAVOLA                      | STAVOLA ASPHALT COMPANY, INC.  | 22-00420           | #244011 HOT MIX ASPHALT 1/18   | 398.13    | 0.00        |         |
| STAVOLA                      | STAVOLA ASPHALT COMPANY, INC.  | 22-00427           | #244266 HOT MIX ASPHALT 1/25,  | 344.80    | 0.00        |         |
|                              |                                |                    |                                | 742.93    |             |         |
| 2-01-26-290-000-218          | STREETS & ROAD                 | Contract.Serv.     |                                |           |             |         |
| CINCOR                       | CINTAS CORPORATION NO 2        | 22-00359           | #9158990190 AED AGREEMENT 2021 | 37.85     | 0.00        |         |
| PRESPE                       | PREVENTION SPECIALISTS, INC.   | 22-00498           | INVOICE #31850 CDL DOT REQUIRE | 195.00    | 0.00        |         |
|                              |                                |                    |                                | 232.85    |             |         |
|                              |                                | Extd Total:        | STREETS & ROADS MAINTENANCE    | 14,632.35 |             |         |
|                              |                                | Department Total:  | STREETS & ROAD                 | 14,632.35 |             |         |
| Department: SOLID WASTE      |                                |                    |                                |           |             |         |
| Extd: SOLID WASTE COLLECTION |                                |                    |                                |           |             |         |
| 2-01-26-305-000-209          | SOLID WASTE                    | Fees               |                                |           |             |         |
| DELDEM                       | DELISA DEMOLITION, INC.        | 22-00364           | #227936 TRASH FEES 1/16 -1/31  | 22,372.15 | 0.00        |         |
|                              |                                | Extd Total:        | SOLID WASTE COLLECTION         | 22,372.15 |             |         |
|                              |                                | Department Total:  | SOLID WASTE                    | 22,372.15 |             |         |
| Department: BUILDING & GND   |                                |                    |                                |           |             |         |
| Extd: BUILDINGS & GROUNDS    |                                |                    |                                |           |             |         |
| 2-01-26-310-000-209          | BUILDING & GND                 | Fees               |                                |           |             |         |
| TREDEP                       | TREASURER-STATE NJ - NJDEP     | 22-00409           | PID 015515 Fire House          | 3,415.00  | 0.00        |         |
|                              |                                | Extd Total:        | BUILDINGS & GROUNDS            | 3,415.00  |             |         |
|                              |                                | Department Total:  | BUILDING & GND                 | 3,415.00  |             |         |
|                              |                                | CAFR Total:        |                                | 40,419.50 |             |         |

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.C.2.a  
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| Budget Account<br>Vendor                  | Description                   | P.O. Id  | P.O. Description             | Amount   | Void Amount | PO Type |
|-------------------------------------------|-------------------------------|----------|------------------------------|----------|-------------|---------|
| Department: RECREATION                    |                               |          |                              |          |             |         |
| Extd: RECREATION SERVICES & PROGRAM       |                               |          |                              |          |             |         |
| 2-01-28-370-000-293                       | RECREATION Storage            |          |                              |          |             |         |
| LIFSTO                                    | LIFE STORAGE #448             | 22-00383 | SPACE #230 MARCH 2022        | 240.00   | 0.00        |         |
| Extd Total: RECREATION SERVICES & PROGRAM |                               |          |                              | 240.00   |             |         |
| Department Total: RECREATION              |                               |          |                              | 240.00   |             |         |
| CAFR Total:                               |                               |          |                              | 240.00   |             |         |
| Department: LIGHTING                      |                               |          |                              |          |             |         |
| Extd: LIGHT,HEAT,POW                      |                               |          |                              |          |             |         |
| 2-01-31-435-435-299                       | LIGHT, HEAT & POWER Misc.     |          |                              |          |             |         |
| NJAMER                                    | N.J. AMERICAN WATER CO.       | 22-00471 | #1018-210027736316 1/6-2/2   | 1,856.88 | 0.00        |         |
| NJAMER                                    | N.J. AMERICAN WATER CO.       | 22-00487 | #1018-210027461711 1/6-2/2   | 380.74   | 0.00        |         |
|                                           |                               |          |                              | 2,237.62 |             |         |
| Extd Total: LIGHT,HEAT,POW                |                               |          |                              | 2,237.62 |             |         |
| Extd: STREET/TRAFFIC                      |                               |          |                              |          |             |         |
| 2-01-31-435-436-299                       | STREET&TRAFFIC LIGHTING Misc. |          |                              |          |             |         |
| JCPL                                      | JCPL                          | 22-00470 | #200 000 001 293 MASTER ACCT | 1,236.57 | 0.00        |         |
| Extd Total: STREET/TRAFFIC                |                               |          |                              | 1,236.57 |             |         |
| Department Total: LIGHTING                |                               |          |                              | 3,474.19 |             |         |
| Department: TELEPHONE                     |                               |          |                              |          |             |         |
| Extd: TELEPHONE                           |                               |          |                              |          |             |         |
| 2-01-31-440-000-299                       | TELEPHONE Misc.               |          |                              |          |             |         |
| VERZON                                    | VERIZON BUSINESS              | 22-00469 | #152-069-551-0001-78 2/4-3/3 | 124.99   | 0.00        |         |
| Extd Total: TELEPHONE                     |                               |          |                              | 124.99   |             |         |
| Department Total: TELEPHONE               |                               |          |                              | 124.99   |             |         |
| Department: GASOLINE                      |                               |          |                              |          |             |         |
| Extd: GASOLINE                            |                               |          |                              |          |             |         |
| 2-01-31-460-000-299                       | GASOLINE Misc.                |          |                              |          |             |         |
| GRIALLI                                   | GRIFFITH-ALLIED TRUCKING, LLC | 22-00304 | #16780794 SULFUR DIESEL FUEL | 2,274.72 | 0.00        |         |
| Extd Total: GASOLINE                      |                               |          |                              | 2,274.72 |             |         |
| Department Total: GASOLINE                |                               |          |                              | 2,274.72 |             |         |
| CAFR Total:                               |                               |          |                              | 5,873.90 |             |         |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)

| Budget Account<br>Vendor                 | Description                                    | P.O. Id  | P.O. Description               | Amount       | Void Amount | PO Type |
|------------------------------------------|------------------------------------------------|----------|--------------------------------|--------------|-------------|---------|
| Department: MUNIC COURT                  |                                                |          |                                |              |             |         |
| Extd: MUNICIPAL COURT                    |                                                |          |                                |              |             |         |
| 2-01-43-490-000-245                      | MUNIC COURT Interpreter                        |          |                                |              |             |         |
| BEACRA                                   | BEATRIZ C. CRANEY                              | 22-00329 | INVOICE #22504 JANUARY 21,2022 | 160.00       | 0.00        |         |
|                                          | Extd Total: MUNICIPAL COURT                    |          |                                | 160.00       |             |         |
|                                          | Department Total: MUNICIPAL COURT              |          |                                | 160.00       |             |         |
|                                          | CAFR Total:                                    |          |                                | 160.00       |             |         |
| CAFR: CURRENT FUND NON BUDGET ACCTS:     |                                                |          |                                |              |             |         |
| Department: TAXES PAYABLE:               |                                                |          |                                |              |             |         |
| Extd: TAXES PAYABLE:                     |                                                |          |                                |              |             |         |
| 2-01-55-001-000-001                      | School Taxes Payable                           |          |                                |              |             |         |
| ASBBOA                                   | ASBURY PARK BOARD OF EDUCATION                 | 22-00386 | February 2022 School Tax       | 1,074,954.00 | 0.00        |         |
| 2-01-55-001-000-008                      | PILOT PAYMENT DUE TO COUNTY                    |          |                                |              |             |         |
| TRECTY                                   | TREASURER CTY OF MONMOUTH                      | 22-00346 | 4th Q 2021 Pilots              | 70,624.83    | 0.00        |         |
|                                          | Extd Total: TAXES PAYABLE:                     |          |                                | 1,145,578.83 |             |         |
|                                          | Department Total: TAXES PAYABLE:               |          |                                | 1,145,578.83 |             |         |
|                                          | CAFR Total: CURRENT FUND NON BUDGET ACCTS:     |          |                                | 1,145,578.83 |             |         |
|                                          | Fund Total: CURRENT                            |          |                                | 1,382,589.25 |             |         |
| Fund: BEACH                              |                                                |          |                                |              |             |         |
| Department: UTILITY OE                   |                                                |          |                                |              |             |         |
| Extd: BEACH UTILITY O/E: OTHER EXPENSES: |                                                |          |                                |              |             |         |
| 2-05-55-502-000-201                      | BEACH UTILITY O/E: General Plant               |          |                                |              |             |         |
| NJAMER                                   | N.J. AMERICAN WATER CO.                        | 22-00471 | #1018-210027736316 1/6-2/2     | 335.08       | 0.00        |         |
|                                          | Extd Total: BEACH UTILITY O/E: OTHER EXPENSES: |          |                                | 335.08       |             |         |
|                                          | Department Total: UTILITY OE                   |          |                                | 335.08       |             |         |
|                                          | CAFR Total:                                    |          |                                | 335.08       |             |         |
|                                          | Fund Total: BEACH                              |          |                                | 335.08       |             |         |
| Fund: TRANSPORTATION UTILITY: BUDGET:    |                                                |          |                                |              |             |         |
| Department: UTILITY OE                   |                                                |          |                                |              |             |         |
| Extd: TRANS.UTILITY O/E: OTHER EXPENSES: |                                                |          |                                |              |             |         |
| 2-06-55-502-000-202                      | TRANS.UTILITY O/E: Office Supplies             |          |                                |              |             |         |
| WBMASON                                  | W.B.MASON CO., INC.                            | 22-00362 | Parking Office Supplies 2-2-22 | 184.62       | 0.00        |         |
| 2-06-55-502-000-204                      | TRANS.UTILITY O/E: Copy/Reproduction           |          |                                |              |             |         |
| MUNCAP                                   | MUNICIPAL CAPITAL CORPORATION                  | 22-00406 | #18196 CONTRACT PMT #59 OF 60  | 296.99       | 0.00        |         |
| 2-06-55-502-000-210                      | TRANS.UTILITY O/E: Signs                       |          |                                |              |             |         |
| GLESUP                                   | GLENCO SUPPLY INC.                             | 22-00191 | Metered Parking Signs Needed   | 2,790.00     | 0.00        |         |
| 2-06-55-502-000-212                      | TRANS.UTILITY O/E: Parking Meter Supply        |          |                                |              |             |         |
| IPSGRO                                   | IPS GROUP, INC.                                | 22-00199 | Meter Backup and Main battery  | 1,837.86     | 0.00        |         |



| Budget Account<br>Vendor                                                                        | Description                                       | P.O. Id  | P.O. Description               | Amount               | Void Amount | PO Type |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------|----------|--------------------------------|----------------------|-------------|---------|
| 2-06-55-502-000-212<br>IPSGRO IPS GROUP, INC.                                                   | TRANS.UTILITY O/E: Parking Meter Supply Continued | 22-00344 | INV68325 Jan 2022 DMS Fees     | 6,966.00<br>8,803.86 | 0.00        |         |
| 2-06-55-502-000-213<br>PARKM005 PARKMOBILE USA, LLC<br>PAYBY005 PAYBYPHONE TECHNOLOGIES, INC.   | TRANS.UTILITY O/E: Mobile App Fees                | 22-00488 | #INV27261 JANUARY 2022         | 2,185.80             | 0.00        |         |
|                                                                                                 |                                                   | 22-00493 | JANUARY 2022 Mobile Fees       | 23.76<br>2,209.56    | 0.00        |         |
| Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:                                                  |                                                   |          |                                | 14,285.03            |             |         |
| Department Total: UTILITY OE                                                                    |                                                   |          |                                | 14,285.03            |             |         |
| CAFR Total:                                                                                     |                                                   |          |                                | 14,285.03            |             |         |
| Fund Total: TRANSPORTATION UTILITY: BUDGET:                                                     |                                                   |          |                                | 14,285.03            |             |         |
| Fund:                                                                                           | SEWER UTILITY: BUDGET:                            |          |                                |                      |             |         |
| Department:                                                                                     | UTILITY OE                                        |          |                                |                      |             |         |
| Extd:                                                                                           | SEWER UTILITY O/E: OTHER EXPENSES:                |          |                                |                      |             |         |
| 2-07-55-502-000-202<br>GRAING GRAINGER, INC.                                                    | SEWER UTILITY O/E: Hardware/Tools                 | 22-00375 | Fuses for Boilers #4           | 102.72               | 0.00        |         |
| 2-07-55-502-000-206<br>GRAING GRAINGER, INC.                                                    | SEWER UTILITY O/E: Purchase of Equipment          | 22-00401 | Lab Sample Refrigerator        | 638.26               | 0.00        |         |
| 2-07-55-502-000-208<br>ASENVIR ASSOC.OF ENVIRON.AUTHORITIES                                     | SEWER UTILITY O/E: Permits/Licenses               | 22-00400 | 2021 Membership dues           | 1,407.00             | 0.00        |         |
| 2-07-55-502-000-209<br>EDMASS EDMUNDS GOVTECH, INC.<br>NJWEA NJ WATER ENVIRONMENT ASSOC.        | SEWER UTILITY O/E: Fees                           | 22-00334 | INV #21-in4664 2022 SOFTWARE   | 3,738.90             | 0.00        |         |
|                                                                                                 |                                                   | 22-00425 | NJWEA Tech Transfer SEMINAR    | 237.00<br>3,975.90   | 0.00        |         |
| 2-07-55-502-000-211<br>NJAMER N.J. AMERICAN WATER CO.                                           | SEWER UTILITY O/E: Light & Power                  | 22-00471 | #1018-210027736316 1/6-2/2     | 2,391.16             | 0.00        |         |
| 2-07-55-502-000-218<br>MUNCAP MUNICIPAL CAPITAL CORPORATION<br>ENVIR005 ENVIRONMENTAL RESOURCES | SEWER UTILITY O/E: Contract Services              | 22-00406 | #18196 CONTRACT PMT #59 OF 60  | 82.58                | 0.00        |         |
|                                                                                                 |                                                   | 22-00440 | #169883 SERVICES RENDERED 1/29 | 1,150.00<br>1,232.58 | 0.00        |         |
| 2-07-55-502-000-220<br>NJAMER N.J. AMERICAN WATER CO.                                           | SEWER UTILITY O/E: Accounting                     | 22-00500 | Usage data 4000229758 FEB 2022 | 394.82               | 0.00        |         |
| Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:                                                  |                                                   |          |                                | 10,142.44            |             |         |
| Department Total: UTILITY OE                                                                    |                                                   |          |                                | 10,142.44            |             |         |
| CAFR Total:                                                                                     |                                                   |          |                                | 10,142.44            |             |         |
| Fund Total: SEWER UTILITY: BUDGET:                                                              |                                                   |          |                                | 10,142.44            |             |         |
| Year Total:                                                                                     |                                                   |          |                                | 1,407,351.80         |             |         |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)

| Budget Account<br>Vendor            | Description                                        | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|-------------------------------------|----------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| Fund:                               | GENERAL CAPITAL FUND BUDGET:                       |          |                                |           |             |         |
| Extd:                               | Odr. 2018-57 Acq. of Real Property FH              |          |                                |           |             |         |
| C-04-55-998-176-001                 | Section 20 Costs                                   |          |                                |           |             |         |
| TMASSO T & M ASSOCIATES             |                                                    | 21-02853 | FIRE DEPARTMENT HEADQUARTERS   | 3,571.50  | 0.00        | B       |
|                                     | Extd Total: Odr. 2018-57 Acq. of Real Property FH  |          |                                | 3,571.50  |             |         |
| Extd:                               | Ord. 2021-36 Various Capital Improv.               |          |                                |           |             |         |
| C-04-55-998-182-002                 | Fire Dept. Var. Equip. & Vehicles                  |          |                                |           |             |         |
| AEROC005 AEROCALVE LLC              |                                                    | 21-03199 | AMBULANCE DISINFECTION SYSTEM  | 13,684.04 | 0.00        |         |
| C-04-55-998-182-003                 | Public Works Equipment and Vehicles                |          |                                |           |             |         |
| WASTE005 WASTEQUIP MANUFACTURING    |                                                    | 22-00272 | TWO ROLL-OFF CONTAINERS @ DPW  | 12,970.50 | 0.00        |         |
| C-04-55-998-182-004                 | IT Equipemnt                                       |          |                                |           |             |         |
| DELCOM DELL MARKETING L.P.          |                                                    | 21-03191 | VARIOUS COMPUTERS, ACCESSORIES | 11,058.63 | 0.00        |         |
| C-04-55-998-182-005                 | Police Equipment and Vehicles                      |          |                                |           |             |         |
| LAWSUP LAWREN SUPPLY CO. OF N.J.    |                                                    | 21-03198 | GUN RACK SYSTEM FOR NEW PD     | 1,125.96  | 0.00        |         |
|                                     | Extd Total: Ord. 2021-36 Various Capital Improv.   |          |                                | 38,839.13 |             |         |
|                                     | Department Total:                                  |          |                                | 42,410.63 |             |         |
|                                     | CAFR Total:                                        |          |                                | 42,410.63 |             |         |
|                                     | Fund Total: GENERAL CAPITAL FUND BUDGET:           |          |                                | 42,410.63 |             |         |
| Fund:                               | SEWER CAPITAL FUND BUDGET:                         |          |                                |           |             |         |
| Extd:                               | Sewer Plant Improvements - Ord. #3038              |          |                                |           |             |         |
| C-08-55-526-013-001                 | Sewer Plant Impr - 40A Costs (Ord #3038)           |          |                                |           |             |         |
| TMASSO T & M ASSOCIATES             |                                                    | 20-01233 | WWTP RBC REPLACEMENT           | 346.50    | 0.00        | B       |
| ACAFGI ACACIA FINANCIAL GROUP, INC. |                                                    | 22-00250 | 2022 BAN Sale Costs            | 278.74    | 0.00        |         |
|                                     |                                                    |          |                                | 625.24    |             |         |
|                                     | Extd Total: Sewer Plant Improvements - Ord. #3038  |          |                                | 625.24    |             |         |
|                                     | Department Total:                                  |          |                                | 625.24    |             |         |
| Extd:                               | Ord. 2018-7 Sewer Utility Improvements             |          |                                |           |             |         |
| C-08-55-528-018-001                 | Section 20 Costs                                   |          |                                |           |             |         |
| ACAFGI ACACIA FINANCIAL GROUP, INC. |                                                    | 22-00250 | 2022 BAN Sale Costs            | 70.56     | 0.00        |         |
|                                     | Extd Total: Ord. 2018-7 Sewer Utility Improvements |          |                                | 70.56     |             |         |

| Budget Account<br>Vendor | Description                                              | P.O. Id  | P.O. Description              | Amount    | Void Amount | PO Type |
|--------------------------|----------------------------------------------------------|----------|-------------------------------|-----------|-------------|---------|
| Extd:                    | Ord. 2018-49 Var. Sewer Utility Impr.                    |          |                               |           |             |         |
| C-08-55-528-020-001      | Section 20 Costs                                         |          |                               |           |             |         |
| ACAFGI                   | ACACIA FINANCIAL GROUP, INC.                             | 22-00250 | 2022 BAN Sale Costs           | 63.87     | 0.00        |         |
|                          | Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.        |          |                               | 63.87     |             |         |
|                          | Department Total:                                        |          |                               | 134.43    |             |         |
|                          | CAFR Total:                                              |          |                               | 759.67    |             |         |
|                          | Fund Total: SEWER CAPITAL FUND BUDGET:                   |          |                               | 759.67    |             |         |
| Fund:                    | PARKING CAPITAL                                          |          |                               |           |             |         |
| Department:              | Ord. 2019-7 Transport.Utility Improve.                   |          |                               |           |             |         |
| Extd:                    | Ord. 2019-7 Transport.Utility Improve.                   |          |                               |           |             |         |
| C-09-17-903-000-901      | Section 20 Soft Costs                                    |          |                               |           |             |         |
| TMASSO                   | T & M ASSOCIATES                                         | 19-03697 | Reso 2019-328 Asbury/Ridge    | 5,168.95  | 0.00        | B       |
|                          | Extd Total: Ord. 2019-7 Transport.Utility Improve.       |          |                               | 5,168.95  |             |         |
|                          | Department Total: Ord. 2019-7 Transport.Utility Improve. |          |                               | 5,168.95  |             |         |
| 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.    | 28,368.25 | 0.00        | B       |
| ACAFGI                   | ACACIA FINANCIAL GROUP, INC.                             | 22-00250 | 2022 BAN Sale Costs           | 3,175.49  | 0.00        |         |
|                          |                                                          |          |                               | 31,543.74 |             |         |
|                          | Extd Total: Ord. 2020-8 Memorial Drive Paving            |          |                               | 31,543.74 |             |         |
|                          | Department Total: Ord. 2020-8 Memorial Drive Paving      |          |                               | 31,543.74 |             |         |
| Department:              | Ord. 2020-24 Bond Street Improvements                    |          |                               |           |             |         |
| Extd:                    | Ord. 2020-24 Bond Street Improvements                    |          |                               |           |             |         |
| C-09-17-907-000-901      | Section 20 Costs                                         |          |                               |           |             |         |
| TMASSO                   | T & M ASSOCIATES                                         | 20-03381 | Reso 2020-302 Bond St. Improv | 12,400.50 | 0.00        | B       |
| ACAFGI                   | ACACIA FINANCIAL GROUP, INC.                             | 22-00250 | 2022 BAN Sale Costs           | 1,411.34  | 0.00        |         |
|                          |                                                          |          |                               | 13,811.84 |             |         |
|                          | Extd Total: Ord. 2020-24 Bond Street Improvements        |          |                               | 13,811.84 |             |         |
|                          | Department Total: Ord. 2020-24 Bond Street Improvements  |          |                               | 13,811.84 |             |         |
|                          | CAFR Total:                                              |          |                               | 50,524.53 |             |         |
|                          | Fund Total: PARKING CAPITAL                              |          |                               | 50,524.53 |             |         |
|                          | Year Total:                                              |          |                               | 93,694.83 |             |         |
| Fund:                    | GRANT FUND BUDGET:                                       |          |                               |           |             |         |
| G-02-43-883-017-200      | NJ DOT Transportation Alternatives                       |          |                               |           |             |         |
| FREPAR                   | FRENCH & PARRELLO, PA                                    | 21-02880 | DESIGN ASSISTANCE 2016 TAP    | 9,266.06  | 0.00        | B       |
|                          | Extd Total:                                              |          |                               | 9,266.06  |             |         |
|                          | Department Total:                                        |          |                               | 9,266.06  |             |         |

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.C.2.a  
Page No. 13

| Budget Account<br>Vendor | Description                                         | P.O. Id  | P.O. Description             | Amount    | Void Amount | PO Type |
|--------------------------|-----------------------------------------------------|----------|------------------------------|-----------|-------------|---------|
| G-02-43-948-021-200      | Redevelopers Contribution Police                    |          |                              |           |             |         |
| LANASO                   | LANIGAN ASSOCIATES. INC.                            | 21-03477 | POLICE UNIFORMS NEEDED       | 3,000.00  | 0.00        |         |
|                          | Extd Total:                                         |          |                              | 3,000.00  |             |         |
|                          | Department Total:                                   |          |                              | 3,000.00  |             |         |
| G-02-43-956-022-202      | Senior Center Grant                                 |          |                              |           |             |         |
| SPRCON                   | SPRINGWOOD CENTER CONDOMINIUM                       | 22-00428 | 1st Q 2022 Springwood Center | 7,497.75  | 0.00        |         |
|                          | Extd Total:                                         |          |                              | 7,497.75  |             |         |
|                          | Department Total:                                   |          |                              | 7,497.75  |             |         |
|                          | CAFR Total:                                         |          |                              | 19,763.81 |             |         |
|                          | Fund Total: GRANT FUND BUDGET:                      |          |                              | 19,763.81 |             |         |
|                          | Year Total:                                         |          |                              | 19,763.81 |             |         |
| Fund:                    | ANIMAL CONTROL FUND BUDGET:                         |          |                              |           |             |         |
| T-12-56-850-000-801      | Reserve for Animal Control                          |          |                              |           |             |         |
| NJDEPH                   | NJ DEPT.HEALTH/SNR.SERV.                            | 22-00414 | Dog License Report Jan 2022  | 436.80    | 0.00        |         |
|                          | Extd Total:                                         |          |                              | 436.80    |             |         |
|                          | Department Total:                                   |          |                              | 436.80    |             |         |
|                          | CAFR Total:                                         |          |                              | 436.80    |             |         |
|                          | Fund Total: ANIMAL CONTROL FUND BUDGET:             |          |                              | 436.80    |             |         |
| Fund:                    | COMMUNITY DEVELOPMENT BLK GRANT BUDGET:             |          |                              |           |             |         |
| Extd:                    | CDBG Cares Act B20MW340100 CFDA 14.218              |          |                              |           |             |         |
| T-17-79-850-850-003      | Food Assistance                                     |          |                              |           |             |         |
| FULFI005                 | FOOD BANK OF MONMOUTH & OCEAN                       | 22-00330 | Emergency Food for Residents | 40,000.00 | 0.00        |         |
|                          | Extd Total: CDBG Cares Act B20MW340100 CFDA 14.218  |          |                              | 40,000.00 |             |         |
|                          | Department Total:                                   |          |                              | 40,000.00 |             |         |
|                          | CAFR Total:                                         |          |                              | 40,000.00 |             |         |
| Extd:                    | 2021 CDBG B21MC340100 CFDA 14.218                   |          |                              |           |             |         |
| T-17-80-850-850-003      | Community Events                                    |          |                              |           |             |         |
| CAFEV005                 | CAFE VOLAN                                          | 21-03350 | Beverages for Tree Lighting  | 75.00     | 0.00        |         |
| AMAZO005                 | AMAZON.COM SERVICES                                 | 22-00337 | Food shopping bags           | 45.16     | 0.00        |         |
|                          |                                                     |          |                              | 120.16    |             |         |
|                          | Extd Total: 2021 CDBG B21MC340100 CFDA 14.218       |          |                              | 120.16    |             |         |
|                          | Department Total:                                   |          |                              | 120.16    |             |         |
|                          | CAFR Total:                                         |          |                              | 120.16    |             |         |
|                          | Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET: |          |                              | 40,120.16 |             |         |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.C.2.a  
Page No. 10

| Budget Account<br>Vendor | Description                                          | P.O. Id            | P.O. Description               | Amount             | Void Amount | PO Type |
|--------------------------|------------------------------------------------------|--------------------|--------------------------------|--------------------|-------------|---------|
| Fund:                    | TRUST OTHER                                          |                    |                                |                    |             |         |
| T-20-56-850-851-801      | Reserve for Public Defender                          |                    |                                |                    |             |         |
| THELA010                 | THE LAW OFFICE OF MATTHEW SAGE                       | 22-00403           | public defender jan 2022       | 1,000.00           | 0.00        |         |
|                          | Extd Total:                                          |                    |                                | 1,000.00           |             |         |
| T-20-56-850-854-801      | Reserve for Marriage Licenses Due StofNJ             |                    |                                |                    |             |         |
| DEPCHIFA                 | DEPT.OF CHILDREN & FAMILIES                          | 22-00360           | 4th Quarter Marriage 2021      | 725.00             | 0.00        |         |
|                          | Extd Total:                                          |                    |                                | 725.00             |             |         |
| T-20-56-850-878-801      | Reserve for Recreation                               |                    |                                |                    |             |         |
| AMAZ0005                 | AMAZON.COM SERVICES                                  | 22-00242           | Supplies for Rock & Roll Event | 1,386.85           | 0.00        |         |
|                          | Extd Total:                                          |                    |                                | 1,386.85           |             |         |
|                          | Department Total:                                    |                    |                                | 3,111.85           |             |         |
|                          | CAFR Total:                                          |                    |                                | 3,111.85           |             |         |
|                          | Fund Total: TRUST OTHER                              |                    |                                | 3,111.85           |             |         |
| Fund:                    | PLANNING & ZONING ESCROW FUND BUDGET:                |                    |                                |                    |             |         |
| CAFR:                    | PLANNING & ZONING ESCROW FUND BUDGET:                |                    |                                |                    |             |         |
| T-21-00-534-000-299      | 1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)             |                    |                                |                    |             |         |
| CITY                     | CITY OF ASBURY PARK                                  | 22-00464           | Reimb. to Current Budget       | 352.00             | 0.00        |         |
|                          | Extd Total:                                          |                    |                                | 352.00             |             |         |
|                          | Department Total:                                    |                    |                                | 352.00             |             |         |
|                          | CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:    |                    |                                | 352.00             |             |         |
|                          | Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:    |                    |                                | 352.00             |             |         |
| Fund:                    | CITY OF ASBURY PARK REDEVELOPMENT ESCROW             |                    |                                |                    |             |         |
| T-48-56-850-000-837      | BONDABLE/INFRASTRUCTURE(istar/ASB.PART.)             |                    |                                |                    |             |         |
| ANSZAR                   | ANSELL,GRIMM & AARON, P.C.                           | 22-00491           | Professional Services Rendered | 117.00             | 0.00        |         |
| T-48-56-850-000-847      | 1201 1ST AVENUE(FOX & MELOFCHIK, LLC)                |                    |                                |                    |             |         |
| ANSZAR                   | ANSELL,GRIMM & AARON, P.C.                           | 22-00463           | Invoice 479515 1201 1st        | 140.00             | 0.00        |         |
|                          | Extd Total:                                          |                    |                                | 257.00             |             |         |
|                          | Department Total:                                    |                    |                                | 257.00             |             |         |
|                          | CAFR Total:                                          |                    |                                | 257.00             |             |         |
|                          | Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW |                    |                                | 257.00             |             |         |
|                          | Year Total:                                          |                    |                                | 44,277.81          |             |         |
| Total Charged Lines:     | 299                                                  | Total List Amount: | 1,814,664.97                   | Total Void Amount: | 0.00        |         |

Attachment: Bill List 2-23-22 (2022-122 : Payment of Bills)

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

| Totals by Year-Fund<br>Fund Description | Fund | Budget Total | Revenue Total | G/L Total | Total        |
|-----------------------------------------|------|--------------|---------------|-----------|--------------|
| CURRENT                                 | 1-01 | 137,215.47   | 0.00          | 0.00      | 137,215.47   |
| BEACH                                   | 1-05 | 100,227.75   | 0.00          | 0.00      | 100,227.75   |
| TRANSPORTATION UTILITY: BUDGET:         | 1-06 | 8,830.00     | 0.00          | 0.00      | 8,830.00     |
| SEWER UTILITY: BUDGET:                  | 1-07 | 3,303.50     | 0.00          | 0.00      | 3,303.50     |
| Year Total:                             |      | 249,576.72   | 0.00          | 0.00      | 249,576.72   |
| CURRENT                                 | 2-01 | 1,382,589.25 | 0.00          | 0.00      | 1,382,589.25 |
| BEACH                                   | 2-05 | 335.08       | 0.00          | 0.00      | 335.08       |
| TRANSPORTATION UTILITY: BUDGET:         | 2-06 | 14,285.03    | 0.00          | 0.00      | 14,285.03    |
| SEWER UTILITY: BUDGET:                  | 2-07 | 10,142.44    | 0.00          | 0.00      | 10,142.44    |
| Year Total:                             |      | 1,407,351.80 | 0.00          | 0.00      | 1,407,351.80 |
| GENERAL CAPITAL FUND BUDGET:            | C-04 | 42,410.63    | 0.00          | 0.00      | 42,410.63    |
| SEWER CAPITAL FUND BUDGET:              | C-08 | 759.67       | 0.00          | 0.00      | 759.67       |
| PARKING CAPITAL                         | C-09 | 50,524.53    | 0.00          | 0.00      | 50,524.53    |
| Year Total:                             |      | 93,694.83    | 0.00          | 0.00      | 93,694.83    |
| GRANT FUND BUDGET:                      | G-02 | 19,763.81    | 0.00          | 0.00      | 19,763.81    |
| ANIMAL CONTROL FUND BUDGET:             | T-12 | 436.80       | 0.00          | 0.00      | 436.80       |
| COMMUNITY DEVELOPMENT BLK GRANT BUDGE   | T-17 | 40,120.16    | 0.00          | 0.00      | 40,120.16    |
| TRUST OTHER                             | T-20 | 3,111.85     | 0.00          | 0.00      | 3,111.85     |
| PLANNING & ZONING ESCROW FUND BUDGET:   | T-21 | 352.00       | 0.00          | 0.00      | 352.00       |
| CITY OF ASBURY PARK REDEVELOPMENT ESC   | T-48 | 257.00       | 0.00          | 0.00      | 257.00       |
| Year Total:                             |      | 44,277.81    | 0.00          | 0.00      | 44,277.81    |
| Total of All Funds:                     |      | 1,814,664.97 | 0.00          | 0.00      | 1,814,664.97 |



**February 23, 2022 Council Meeting**

Balance Brought Forward from Total List Amount  
CMRS-FP (22-00430)

\$ 1,814,664.97

\$ 2,500.00

Total:

\$ 1,817,164.97



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-123**

Increase to temporary budget prior to budget adoption.

|                        | from      | to        |
|------------------------|-----------|-----------|
| Current Fund:          |           |           |
| Clerk OE               | \$16,249  | \$23,249  |
| Liability Insurance    | 363,563   | 463,563   |
| Group Insurance        | 1,312,500 | 2,312,500 |
| Code Enforcement OE    | 2,888     | 3,888     |
| Buildings & Grounds OE | 29,925    | 34,925    |
| Sewer Operating Fund   |           |           |
| Other Expenses         | 734,413   | 776,861   |



## RESOLUTION NO. 2022-123

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

### **RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2022 BUDGET**

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

**WHEREAS**, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2022 budget.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2022 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

|                        | <u>From</u> | <u>To</u> |
|------------------------|-------------|-----------|
| Current Fund:          |             |           |
| Clerk OE               | \$16,249    | \$23,249  |
| Liability Insurance    | 363,563     | 463,563   |
| Group Insurance        | 1,312,500   | 2,312,500 |
| Code Enforcement OE    | 2,888       | 3,888     |
| Buildings & Grounds OE | 29,925      | 34,925    |
| Sewer Operating Fund   |             |           |
| Other Expenses         | 734,413     | 776,861   |

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

RESOLUTION NO. 2022-123 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 10th DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-124**

Entering into an lease agreement with New Cingular Wireless PCS. LLC



## RESOLUTION NO. 2022-124

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

### **RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC**

**WHEREAS**, the City of Asbury Park (the “City”) is the record owner of the property located at 1700 Kingsley Street within the City, more commonly known and designated as Block 4304, Lot 1 on the Official Tax Map of the City (the “Property”), which is the site of the Asbury Park Waste Water Treatment Plant; and

**WHEREAS**, New Cingular Wireless PCS, LLC (“New Cingular”), d/b/a AT&T Wireless (“AT&T”), is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

**WHEREAS**, New Cingular/AT&T wishes to utilize certain rooftop space located at the Property, on a non-exclusive basis, for the continued maintenance of its existing personal property and facilities necessary to operate its communications systems; and

**WHEREAS**, the City and New Cingular/AT&T have negotiated the terms and conditions associated with this proposed undertaking, as set forth in the attached Lease Agreement; and

**WHEREAS**, the Lease Agreement covers the time period between January 1, 2022 and December 31, 2024; and

**WHEREAS**, the Mayor and Council now wish to provide their authorization for the City to enter into and execute the attached Lease Agreement.

**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 attached Lease Agreement with New Cingular/AT&T, relating to the non-exclusive use of certain rooftop space located at the Property, covering the time period between January 1, 2022 and December 31, 2024, is hereby authorized and approved.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Lease Agreement on behalf of the City.



3. That all City professionals and employees are hereby authorized to undertake all activities that are necessary in furtherance of the intentions of the attached Lease Agreement.
4. That a certified copy of this Resolution, along with the attached Lease Agreement, shall be provided to each of the following:
  - a. New Cingular PCS, LLC/AT&T;
  - b. Judith A. Fairweather, Esq.  
PinilisHalpern LLP  
160 Morris Street  
Morristown, NJ 07960;
  - c. Donna M. Vieiro, City Manager;
  - d. Robert Bianchini, Director of Capital Projects and Public Facilities;
  - e. JoAnn Boos, CFO; and
  - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-124 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 24th DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (“Agreement”), dated \_\_\_\_\_2022, is entered into by the **City of Asbury Park**, having a mailing address of One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as “Lessor”) and **New Cingular Wireless PCS, LLC**, a Delaware Limited Liability Company, having a mailing address of 1025 Lenox Park Blvd. NE, Atlanta, GA 30319 (hereinafter referred to as “Lessee”).

**Whereas**, Lessor is the owner of property at 1700 Kingsley Street, Block 4304, Lot 1, located in Asbury Park, County of Monmouth, State of New Jersey, (hereinafter referred to as the “Property” or the “Premises”). The Property is more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Lease

Lessor agrees to lease to Lessee, on a non-exclusive basis, certain rooftop space (substantially as shown in Exhibit B) on Lessor’s Property, which Lessee designed and constructed to maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, rooftop antennas (“Antenna”), radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antennas(s), coaxial cable, base units and other associated equipment, as such location based system may be required.

### 2. Use of Premises

(a) The Premises may be used by Lessee for the temporary transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, antennas, equipment shelters and/or cabinets and related activities, subject to the limitations set forth in Paragraph 2(i) below. The intended use of the Premises by the Lessee shall, among other things, further the public purposes of the Lessor with regard to the provision of emergency management services, which shall be for the benefit of the health, safety and welfare of the public.

(b) All of Lessee’s equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Lessee’s option may be removed by Lessee at any time during the term hereof. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall have the right, at its sole cost and expense, to obtain electrical

Market: NY/NJ  
 Cell Site Name: Asbury Park Temporary Site  
 Fixed Asset Number: 10129496

and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity and telephone service it consumes for its operations at the normal rate(s) charged by the applicable servicing utility company.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Upon written municipal approval, Lessee shall submit electrical and building permit applications. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Lessor and all necessary permits have been properly obtained by Lessee. If, however, Lessee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Lessee unable to utilize the Premises, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent as of the effective date of termination.

(d) Lessee shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the PCS equipment, which improvements shall be at Lessee's sole cost and expense. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(e) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents. Lessor shall have the responsibility to inform its Lessees, its designated access contact, or any other appropriate agent or representative of Lessee's requirement for access as a Lessee to the Premises. Should Lessee's access to the Premises be denied by Lessor, Lessor's Lessee(s), agent(s) or representative(s) resulting in Lessee's inability to install or maintain its PCS installation, then in that instance, Lessee shall be entitled to a rent abatement until such time as Lessor can resolve the access situation. If access cannot be resolved, Lessee shall have the right to terminate without obligation including but not limited to Lessee's obligation to pay rent as of the effective date of termination. Notwithstanding the above, Lessee shall utilize access during the normal business hours of Lessor. If Lessee requires access after normal business hours, Lessee shall reimburse Lessor for any costs of said access.

(f) Lessee shall coordinate with Lessor's consultant to finalize site design. Final site design shall be submitted to Lessor for approval, which shall not be unreasonably withheld. Each other provider shall be solely responsible for the cost of locating and placing its equipment onto the Tower and into ancillary support facilities, including any support building.

(g) Lessee shall allow the City of Asbury Park space on any and all equipment if it desires to test additional equipment for service. Any costs associated with this installation shall be borne by the Lessor. Any proposed equipment shall be reviewed by the Lessee and Lessor to ensure the safe installation, operation and removal. If Lessor has its equipment ready for installation when Lessee is placing its equipment on the rooftop, Lessee shall place Lessor's equipment on the rooftop free of charge.

(h) Lessee shall ensure that its use of the Premises for the purposes specified herein shall not interfere with the Lessor's use of the site for the public purposes of the Lessor.

(i) Notwithstanding anything contained in the within Agreement to the contrary, Lessee agrees that it shall not install any additional antennas or additional microwave dishes beyond those that were in existence at the Premises as of January 1, 2022, without Lessor's written consent. Lessee may swap out equipment in its equipment shelters and/or cabinets (collectively referred to as "equipment") within the Premises. Lessee may also swap out antennas if they are like kind and size of the existing antennas.

(j) Lessee shall give email to notice to the following people prior to access of the Premises:

City Manager: [donna.vieiro@cityofasburypark.com](mailto:donna.vieiro@cityofasburypark.com);  
 City Clerk: [melody.hartsgrove@cityofasburypark.com](mailto:melody.hartsgrove@cityofasburypark.com); and  
 Director of DPW: [robert.bianchini@cityofasburypark.com](mailto:robert.bianchini@cityofasburypark.com)

### 3. Site Testing

Lessor acknowledges that Lessee, at its option, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any materially adverse test results obtained before Lessee has commenced construction shall entitle Lessee to terminate this Agreement on notice with immediate effect. If Lessee has commenced construction then termination shall be as under Paragraph 10(a)(v).

### 4. Interference.

Lessor and Lessee shall operate their facilities in compliance with all Federal Communications Commission (FCC) regulations. Lessee shall not use the Premises in any way which interferes with the use of Lessor or lessees or licensees of the Lessor with rights in the Property prior in time to successful bidder's rights. Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operation of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the following rights: In the event any such interference stems from the use of the property by Lessor's emergency communications equipment, and said interference does not cease within seventy-two (72) hours after receipt of written notice of interference, then Lessee shall have the right to terminate this contract. Both parties shall diligently work together to resolve said interference. Should said interference stem from any Lessee's or licensee's use of the Property, and said interference does not cease within seventy-two (72) hours of receipt of written notice, the

injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this contract.

## 5. Term.

The term of this Agreement shall be for a period of three (3) years (“Term”) commencing on January 1, 2022 (“Commencement Date”) and ending on December 31, 2024 (“Termination Date”), unless terminated earlier pursuant to Section 10 of this Agreement.. This Agreement may be extended by mutual agreement of the parties.. All of Lessee’s equipment shall be removed from the Premises on or before the Termination Date, unless the parties mutually agree to extend the within Agreement.

## 6. Rent.

(a) Lessee agrees to begin to pay monthly rent to Lessor on the Commencement Date in the sum of SIX THOUSAND DOLLARS (\$6,000.00) per month (“Rent”). All rent payments shall be due and payable to Lessor on or before the first day of each month. Rent for the first three months of this Agreement shall be due sixty (60) days after the execution of this Agreement by both parties. Rent payments shall be payable to Lessor at:

Chief Financial Officer  
 One Municipal Plaza  
 Asbury Park  
 New Jersey 07712

In addition to rent, Lessee shall reimburse Lessor for legal fees in review of this matter, said reimbursement not to exceed One Thousand Dollars.

## 7. Taxes.

Lessee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Lessee’s Antenna Facilities and/or other equipment, only for so long as the Lease remains in effect. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee’s installation, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

## 8. Insurance.

(a) During the term of Lease, Lessee shall carry, at its sole cost and expense, the following insurance: (i) “All Risk” property insurance for its property’s replacement cost. Lessee may self-insure this coverage; (ii) commercial general liability insurance with limits of liability of

\$4,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate; and (iii) Workers' Compensation Insurance as required by law or City Code, whichever is higher. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain. Such insurance requirements may be satisfied by Lessee through a combination of primary and umbrella policies including the Lessor as additional insured.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this Section, shall be filed and maintained with Lessor within thirty (30) days of the Commencement Date. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(c) All policies, except for worker's compensation policies, shall include Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, as their respective interests may appear as additional insureds. Lessor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and, (iii) not exceed Lessee's indemnification obligation under this Agreement, if any.

(d) In the event that the Insurer decides not to renew such insurance policy or to cancel, Lessee shall notify Lessor immediately upon becoming aware of Insurer's decision to cancel or non renew such coverage. Lessee shall immediately procure and provide replacement coverage which complies in all respects with the requirements of this Section, or else Lessor may terminate this Agreement without any further obligation(s).

(e) Notwithstanding the forgoing, Lessee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligation under this Agreement to include Lessor as an additional insured, the following conditions apply: (i) Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and (iii) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

(f) The City reserves the right to require additional insurance upon review of its Risk Manager and/or New Jersey Intergovernmental Insurance Fund (NJIF). Both parties shall diligently work together to resolve any issuance issues.

(g) The Lessee shall provide a Hold Harmless Agreement provided by the City and agreed upon

by the Lessee and City representatives.

(h) The Lessee shall name the City of Asbury Park an additional insured to an amount reasonably acceptable by the City's Risk Manager and NJIIF.

#### 9. Right to Lease and Warranty of Title.

Lessor warrants that: (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party, other than the State of New Jersey, which would or could preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the property in fee simple and has the right to grant access and use of the Premises; (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises.

#### 10. Termination.

(a) Lessee may terminate this Agreement on written notice to Lessor which shall become effective fifteen (15) days after the date notice is received for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Lessee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits Lessee's operation; or (v) if Lessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Lessee's Installation.

(b) Either party may terminate this Agreement on thirty (30) days' prior written notice, if the other party remains in default under Paragraph 11 of this Agreement after the applicable cure periods.

#### 11. Default and Right to Cure.

Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate the Lease on written notice pursuant to the terms of the Lease, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of the Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

#### 12. Notices.

All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address



Market: NY/NJ  
 Cell Site Name: Asbury Park Temporary Site  
 Fixed Asset Number: 10129496

for this purpose by providing written notice to the other party to the address of Lessee and Lessor as set forth below:

Lessor:  
 City Manager  
 City of Asbury Park  
 One Municipal Plaza  
 Asbury Park, New Jersey 07712

Lessee:  
 New Cingular Wireless PCS, LLC  
 Attn : Network Real Estate Administration  
 Cell Site Name: Asbury Park Site  
 Fixed Asset Number : 10129496  
 1025 Lenox Park Blvd. N.E.  
 Atlanta, GA 30319

With a copy to:  
 City Clerk  
 City of Asbury Park  
 One Municipal Plaza  
 Asbury Park, New Jersey 07712

With copies to:  
 New Cingular Wireless PCS, LLC  
 Attn.: AT&T Legal Department  
 Cell Site Name: Asbury Park Site  
 Fixed Asset Number: 10129496  
 208 S. Akard Street  
 Dallas, Texas 75202-4206

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

### 13. Indemnification.

Lessee hereby releases Lessor, its successors and/or assigns from liability and waives all right of recovery against Lessor for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder, unless such loss or damage is as a result of Lessor's, its employees or agents use of the property. To the extent loss or damage is not covered by their first party property insurance policies, Lessee agrees to indemnify and hold harmless Lessor to the fullest extent of the law from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions in the operations or activities on the Property by the Lessee or its employees, agents, contractors, licensees, Lessees and/or sublessees, or (b) a breach of any obligation of the Lessee under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to anyone claiming through the Lessee. The Lessee's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the Lessor and (ii) the Lessor's granting Lessee the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

Any damage to the roof system as a result of the activities undertaken pursuant to this Lease Agreement (including but not limited to construction and maintenance relating to the antennas and/or other equipment) shall be the sole responsibility and liability of the Lessee, its agents, subsidiaries or assigns, including any subcontractors performing any work associated with this Lease Agreement. If any penetration of the roof is required, Lessee shall use the roofing company used by the Lessor. Furthermore, any action taken on, damage to, or equipment placed upon, the roof system by Lessee that may affect the roof manufacturer's warranty shall be the sole responsibility of the Lessee, its agents, subsidiaries or assigns to repair or replace to the satisfaction of the Lessor, and may, at the sole discretion of the Lessor, include total replacement of the roof membrane. Should the roof manufacturer's warranty be voided for any reason by any action taken by Lessee, its agents, subsidiaries or assigns, including any subcontractors as a result of anything related to this Lease Agreement, then the Lessee, its agents, subsidiaries or assigns agrees to assume warranty responsibilities up to and including full replacement of the roof system at no cost to the Lessor.

#### **14. Amendment.**

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

#### **15. Assignment and Subleasing.**

Lessee shall not assign or transfer the Lease or sublet all or any portion of the site without the prior written consent of Lessor, provided, however that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets. Upon such assignment and acceptance of the terms and conditions of this Lease by the Assignee, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the Assignee for performance under this Lease and all obligations hereunder.

Additionally, Lessee may, upon notice to Lessor, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively, "Lenders"), provided such Lenders agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Lenders. Lessor agrees to notify Lessee and Lessee's Lenders simultaneously of any default by Lessee and to give Lenders the same right to cure any default by Lessee, or to remove any property of Lessee's or Lenders located on the Property, except that the cure period for any Lenders shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 12 of this Lease. All such notices to Lenders shall be sent to Lenders at the address specified by Lessee and/or Lender(s). Failure by Lessor to give Lenders such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Lenders to cure any default and to remove any property of Lessee or Lenders located on the Premises as provided in Section 17 of this Lease.

## **16. Successors and Assigns.**

This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

## **17. Waiver of Lessor's Lien.**

Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

## **18. Environmental Laws.**

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property not caused by Lessor or Lessee prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 18 shall survive the termination or expiration of this Lease.

The City conducted a review of the NJDPE Data Miner on July 9, 2019 and there were no enforcement actions located at the site.

## **19. Quiet Enjoyment, Title and Authority.**

Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute the Lease, subject to regulation by the State of New Jersey as stated in paragraph 9; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Premises; and (iii) execution and performance of the Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of the Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

## **20. Maintenance.**

The Lessee at its own expense shall maintain the equipment on or attached to the Leased Premises in a safe condition, good repair and in a manner reasonably acceptable to the Lessor.

## **21. Repairs.**

Lessee shall be required to make any and all repairs and/or replacements to the site which are necessitated by (1) Lessee's installation, operation and/or removal of Lessee's equipment except for wear and tear and damage from the elements; or (2) the default or neglect of Lessee, its agents, servants and employees. All such repairs and/or replacements are to be performed within thirty (30) days at Lessee's expense and to the Lessor's reasonable satisfaction. If the site or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Lessee's equipment, through no fault or negligence of Lessee, Lessee may elect to terminate this agreement upon thirty (30) days written notice to the Lessor. In such an event, the Lessee shall promptly remove Lessee's equipment from the Leased Premises. The Lessor shall have no obligation to repair any damage to any portion of the site except the damage caused by the Lessor.

## **22. Utilities.**

If utilities have to be extended to the site, the Lessee shall pay for the running of all utility lines and installation of all utility equipment to be utilized by the Lessee and shall pay for the electricity and any of the utilities it consumes in its operation. All utilities used by the Lessee and other Lessees must be separately metered and/or capable of being qualified at Lessee's expense. The Lessor will cooperate in the Lessee's efforts to obtain utilities from any location provided by the Lessor or the servicing utility company, including the granting of easements. Lessee will ensure that no provision of utilities shall interfere with Lessor's use of the site as it is presently being used.

## **23. Lease Provisions.**

This Agreement shall be governed by the laws of the State of New Jersey. All Riders and Exhibits attached hereto are made a material part of this Agreement. In the event that there is a conflict

between the terms of this Lease and any of the other documents, the terms of this lease shall control.

If any provision of this Agreement is deemed invalid or non-enforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

#### **24. No Waiver.**

The failure of either party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of such term, condition or covenant. A receipt by Lessor or Lessee of any money with knowledge of the breach of any term, condition or covenant of this Agreement shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Contract shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Lessor and Lessee. This shall be applied to all parties to this agreement, and their successors and/or assigns.

#### **25. Lessor's Approval.**

Whenever Lessee is required to obtain Lessor's prior approval, such approval shall not be unreasonably withheld, denied, conditioned or delayed.

#### **26. Execution / No Option.**

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution or computer generated, acknowledgement and delivery hereof by Lessor and Lessee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

[SIGNATURES FOLLOW ON NEXT PAGE]

Market: NY/NJ  
Cell Site Name: Asbury Park Temporary Site  
Fixed Asset Number: 10129496

**In Witness Whereof**, the parties have executed this Agreement as of the date first above written.

LESSOR

CITY OF ASBURY PARK

By:

\_\_\_\_\_

Name: John Moor

\_\_\_\_\_

Title: Mayor

\_\_\_\_\_

Date:

\_\_\_\_\_

LESSEE

NEW CINGULAR WIRELESS PCS, LLC  
a Delaware limited liability company

By:

AT&T Mobility Corporation  
Its: Manager

\_\_\_\_\_

Name: Robert A. Manzo

\_\_\_\_\_

Title: Director – Construction and Engineering

\_\_\_\_\_

Date:

\_\_\_\_\_, 2022

\_\_\_\_\_

Market: NY/NJ  
Cell Site Name: Asbury Park Temporary Site  
Fixed Asset Number: 10129496

## EXHIBIT A

### DESCRIPTION OF PROPERTY

to the Agreement dated \_\_\_\_\_, 2022, by and between CITY OF ASBURY PARK, as Lessor, and NEW CINGULAR WIRELESS PCS, LLC as Lessee.

The Property is described and/or depicted as follows:

Site Address:

1700 Kingsley Street  
Asbury Park, New Jersey 07712

Block 4304, Lot 1



Market: NY/NJ  
Cell Site Name: Asbury Park Temporary Site  
Fixed Asset Number: 10129496

## EXHIBIT B

SEE ATTACHED



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-125**

Resolution authorizing the award of a contract for the Kennedy Park Concession. Only one proposal received.



## RESOLUTION NO. 2022-125

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

### **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE KENNEDY PARK CONCESSION**

**WHEREAS**, on December 8, 2021, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2021-494, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors to operate a concession at Kennedy Park, Asbury Park NJ during the months of April through November in 2022; and

**WHEREAS**, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on January 26, 2022, which advertised that the City was seeking proposals from vendors who were interested in operating said concession during the time periods specified above, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available on the City of Asbury Park's website; and

**WHEREAS**, in response to said advertisement, the City received one (1) proposal on or prior to the advertised due date; and

**WHEREAS**, the proposal received is as follows:

1. Fresh Markets NJ LLC/ Asbury Fresh:
  - a. April 2022: \$2,600
  - b. May 2022: \$2,600
  - c. June 2022: \$2,600
  - d. July 2022: \$2,600
  - e. August 2022: \$2,600
  - f. September 2022: \$2,600
  - g. October 2022: \$2,600
  - h. November 2022: \$2,600

**WHEREAS**, the payments proposed meets the minimum fees required in the City’s RFP;  
and

**WHEREAS**, the Director of Purchasing has confirmed that the proposal complies in all other respects with the requirements set forth in the RFP; and

**WHEREAS**, in accordance with the methodology specified in the RFP, the Director of Purchasing reviewed and ranked the proposals received; and

**WHEREAS**, in a memorandum dated February 16, 2022, the Director of Purchasing provided a report (per N.J.S.A. 40A:11-4.5(d)), in which she recommended that the contract for this concession be awarded to the sole bidder, Fresh Markets NJ LLC/ Asbury Fresh; and

**WHEREAS**, the report was posted on the City's website in accordance with the requirements of N.J.S.A. 40A:11-4.5(d), at least 48 hours prior to the possible awarding of a contract; and

**WHEREAS**, a copy of the report is attached hereto and made a part hereof; and

**WHEREAS**, in accordance with the Director of Purchasing's recommendation, the Mayor and Council now wish to authorize the award of a contract to Fresh Markets NJ LLC/ Asbury Fresh for the within concession for the time period specified above, in accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

1. The contract for the above-referenced concession for the time period specified above is hereby awarded to Fresh Markets NJ LLC/ Asbury Fresh, in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with Fresh Markets NJ LLC/ Asbury Fresh regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP, including that the City shall have final sign-off on operational location, and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
  - (a) Fresh Markets NJ LLC/ Asbury Fresh
  - (b) Donna M. Vieiro, City Manager
  - (c) Robert Bianchini, Superintendent of Public Works
  - (d) Michael Manzella, Assistant City Manager
  - (e) JoAnn Boos, CFO
  - (f) Tracy Lizardi, Director of Purchasing

(f) Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-125 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 23rd DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK

**City of Asbury Park**  
**REQUEST FOR PROPOSALS – KENNEDY PARK CONCESSION**  
**DOCUMENT CHECKLIST (FORM 1)**

Submission Requirement

**Initial each required  
entry and submit the  
item**

|                                                                                      |     |
|--------------------------------------------------------------------------------------|-----|
| Completed Document Checklist (Form 1)                                                | (R) |
| Completed Proposal Offer Form (Form 2)                                               | (R) |
| Completed Reference Form (Form 3)                                                    | (R) |
| Completed and Notarized Non-Collusion Affidavit (Form 4)                             | (R) |
| Completed Stockholder Statement of Ownership (Form 5)                                | (R) |
| Completed State of New Jersey Debarred List Affidavit (Form 6)                       | (R) |
| Acknowledgment of Receipt of Addenda (Form 7)                                        | (R) |
| Completed Disclosure of Investment Activities in Iran (Form 8)                       | (L) |
| Completed Certification of Ethics Complaint Disclosure (Form 9)                      | (R) |
| Mandatory Equal Employment Opportunity Language (Form 10)                            | (R) |
| Required Evidence Affirmative Action Regulations (Form 11)                           | (R) |
| Americans with Disabilities Act of 1990 (Form 12)                                    | (L) |
| Certification of Compliance with City of Asbury Park Pay to Play Ordinance (Form 13) | (L) |
| Indemnification and Hold Harmless (Form 14)                                          | (R) |
| State of New Jersey Business Registration Certificate (Sample 1)                     | (R) |
| Certificate of Employee Information Report (Sample 2)                                | (R) |



## PROPOSAL OFFER FORM FOR KENNEDY PARK CONCESSION (FORM 2)

Name of Vendor: Fresh Markets NJ LLC, Asbury Fresh  
 Address: 808 Springwood Ave Asbury Park NJ 07712  
 Telephone No.: (973) 783 2100 Fax No.: ( )  
 E-Mail Address: bret@AsburyFresh.com  
 Website Address: http://www.AsburyFresh.com

[Note: Vendors may attach additional sheets or documentation to this Proposal Offer Form in order to provide supplemental information or materials for consideration by the City, where necessary.]

I. Activity and Pricing:

A. Activity and payments proposed to be made to the City, per month, for the right to operate the within concession:

1. APRIL 2022 Activity

Farmers & Makers Market

APRIL 2022 Pricing (In words and numbers):

\$2600

two thousand six hundred

(Minimum fee of \$2,600.00)

2. MAY 2022 Activity

FARMERS & MAKERS pop up market  
~~\$2600 two thousand six hundred~~

MAY 2022 Pricing (In words and numbers):

\$2600

two thousand six hundred

(Minimum fee of \$2,600.00)

3. JUNE 2022 Activity

FARMERS & MAKERS pop-up market  
~~\$2600 two thousand six hundred~~

JUNE 2022 Pricing (In words and numbers):

FARMERS & MAKERS MARKET

\$2600 two thousand six hundred

(Minimum fee of \$2,600.00)



## 4. JULY 2022 Activity

Farmers &amp; Makers Market

## JULY 2022 Pricing (In words and numbers):

\$2600

two thousand six hundred

(Minimum fee of \$2,600.00)

## 5. AUGUST 2022 Activity

Farmers &amp; Makers Market

## AUGUST 2022 Pricing (In words and numbers):

\$2600

two thousand six hundred

(Minimum fee of \$2,600.00)

## 6. SEPTEMBER 2022 Activity

~~00000~~ FARMERS & MAKERS MARKET  
1

## SEPTEMBER 2022 Pricing (In words and numbers):

\$2600

two thousand six hundred

(Minimum fee of \$2,600.00)

## 7. OCTOBER 2021 Activity

Farmers &amp; Makers Market

## OCTOBER 2022 Pricing (In words and numbers):

\$2600

Two thousand six hundred

(Minimum fee of \$2,600.00)

## 8. NOVEMBER 2022 Activity

Fresh Markets Market

## NOVEMBER 2022 Pricing (In words and numbers):

\$2600

two thousand six hundred

(Minimum fee of \$2,600.00)

The City and the successful vendor shall have the option to enter into a renewal of the concession agreement for up to, two (2) additional terms of one (1) year each, at an increased rate of \$100.00 per extended month, based upon the awarded 2022 monthly fee (i.e., May 2022: Minimum fee of \$2,600.00; and May 2023: Minimum fee of \$2,700.00), if the extension is mutually agreed to between the parties.

II. Prior experience and qualifications of the vendor in providing the same or similar services:

please refer to supporting doc



III. Description of equipment to be provided and utilized for the concession, including the number and size of tables and canopies/tents (feel free to attach pictures, depictions or other renderings):

PLEASE refer to supporting Docs

IV. Additional Information:

Please provide the following additional information:

1. Ownership (list parent company and/or vendor subsidiaries and affiliates; if sole prop. or partnership, list name and home address of sole prop. or general partners):

Fresh Markets NJ LLC

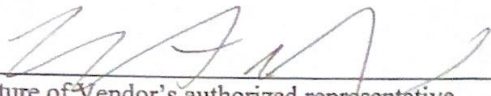
Federal Tax Number: 83-3306288 NJ Tax Number: 0450343965

2. Total Company employees at current: 5
3. Total number of employees to be utilized in connection with the within concession: 5
4. How long has the vendor been in business? 11 years

5. For additional information or questions, the City should contact:

Name: Bret Morgan  
 Title: Founder  
 Telephone (Day): 973 783 2100  
 Email: bret@AsburyFresh.com

The vendor hereby certifies to the truth of all information contained in the within Proposal (as may be supplemented with attachments). The vendor is aware that the vendor is subject to disqualification for any misrepresentations made in this Proposal.

  
 Signature of Vendor's authorized representative

Founder  
 Title

2/1/22  
 Date



## City of Asbury Park

## REQUEST FOR PROPOSALS - KENNEDY PARK CONCESSION

## REFERENCE FORM (FORM 3)

Contractor Name: (Please Print):

Fresh Markets NJ LLC / Asbury Fresh

The vendor shall list references with needs similar to the City of Asbury Park for whom the vendor has provided comparable services. Please include name, address, telephone number, and year(s) of service(s) provided, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: BELL WORKS  
 Address: 101 CRAWFORD CORNER ROAD HOLMDEL NJ 07723  
 Contact Person: PAOLA ZAMUDIO  
 Phone: 786 238 2598  
 Type of Work: FARMERS & MAKERS MARKET  
 Date(s) of Service: JAN 2018 - present
2. Company Name/Municipality: CITY OF ASBURY PARK  
 Address: 1 MUNICIPAL PLAZA  
 Contact Person: LEESHA FLOYD  
 Phone: 732 502 5759  
 Type of Work: FARMERS & MAKERS MARKET  
 Date(s) of Service: MAY 2012 - present
3. Company Name/Municipality: CROSS + ORANGE  
 Address: 508 COOKMAN AVE ASBURY PARK NJ 07712  
 Contact Person: BOB FAHEY  
 Phone: 201 403 1082  
 Type of Work: INDOOR pop up market, seasonal harvest Fest  
 Date(s) of Service: 2016 - present



## NON-COLLUSION AFFIDAVIT (FORM 4)

STATE OF NEW JERSEY )

SS:

COUNTY OF MONMOUTH

I, Bret Mongan, of the City of Ocean, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of Fresh Markets NJ LLC, the vendor submitting the Proposal for the operation of concession stands at Kennedy Park at Cookman & Grand Avenues, Asbury Park, NJ and I have executed the Proposal with full authority to do so. Further, the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Asbury Park rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Bret Mongan  
Name of Firm or Individual  
(Print Name)

Farm Director  
Title

[Signature]  
Signature

2/1/22  
Date

Subscribed and sworn before me on this 1st  
day of February, 2022

Maya L. Doughty

New Jersey  
Notary Public of

My commission expires May 27, 2026



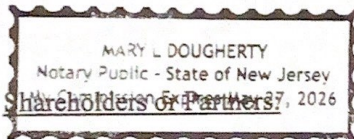
STOCKHOLDER STATEMENT OF OWNERSHIP (FORM 5)

I certify that the list below contains the names and home addresses of all persons holding ten (10) percent or more of the issued and outstanding stock or partnership interest in the undersigned (partnership) (corporation), as well as the names and home addresses of all persons who own an interest in any entity which owns ten (10) percent or more of said partnership or corporation.

Fresh Markets NJ LLC  
Name of Corporation or Partnership

Mary L. Dougherty  
Witness and Corporate Seal

Bret Morgan / Founder  
By: Name/Title (Print)  
[Signature]  
Signature



Name: Bret Morgan

Address: 1411 Woodcock Ave Ocean NJ 07712

Name: Daniel Creak

Address: 400 3rd Ave #15 Asbury Park NJ 07712

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

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

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

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

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

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



## STOCKHOLDER DISCLOSURE CERTIFICATION (FORM 5 CONTINUED)

Name of Business: \_\_\_\_\_

- ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Bret MorganHome Address: 1711 Woodstock Ave  
Ocean NJ 07712Name: DANIEL CROAKHome Address: 400 3rd Ave #15  
Arling Park NJ 07712

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

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

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

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

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

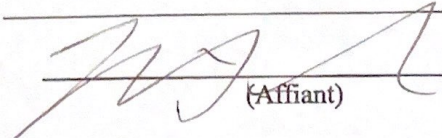
Home Address: \_\_\_\_\_

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

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

Subscribed and sworn before me this 1st day of  
February, 2020

(Notary Public)

Mary L. DoughertyMy Commission expires: 5/27/26  
(Affiant)Bret Morgan / Founder  
(Print name & title of affiant)

(Corporate Seal)



## STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 6)

STATE OF NEW JERSEY)

SS:

COUNTY OF Monmouth

I, Bret Morgan, of the Township of Ocean in the County of Monmouth and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am Bret Morgan, an officer of the firm of Fresh Markets NJ LLC vendor making the Proposal for the above-named Project, and I hereby certify that I have executed the said Proposal with full authority to do so; that said vendor at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the 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.

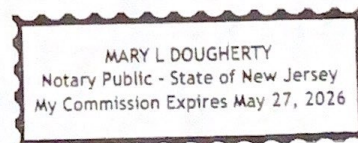
The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to, and/or during the life of the contract, including the Guarantee period, the City of Asbury Park shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as vendor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws and regulations.

Fresh Markets NJ LLC 808 Springwood Ave Asbury Park  
 Name and Address of Vendor  
Bret Morgan / Founder NJ 07712  
 Name and Title of Affiant

Mary L. Dougherty  
 Subscribed and sworn before me on  
 this 1st day of February 2022

New Jersey  
 Notary Public of



My commission expires 5/27/26, 20\_\_



### ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 7)

The undersigned vendor hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u><br>(initial) |
|------------------------|--------------|-----------------------------------------|
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |

If no addenda were received, initial here: (2)

Acknowledged for: Fresh Markets NJ LLC  
(Name of Vendor)

By: [Signature]  
(Signature of Authorized Representative)

Name: Bret Morgan  
(Print or Type)

Title: Founder

Date: 2/1/22



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (FORM 8)**  
**PART 1: CERTIFICATION**

**VENDOR MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL**  
**RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55, *et seq.*), any person or entity (vendor) that submits a bid or a 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>

**Vendors must review this list prior to completing the below certification. Failure to complete the certification will render a vendor's proposal non-responsive.** If the contracting unit determines that a vendor submits a false certification, the contracting unit shall report the name of the vendor to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

---

PLEASE CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to Public Law 2012 c.25, that neither the vendor listed above nor any of the vendor's parents, subsidiaries, or affiliates is listed on the New Jersey 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.

☐ I am unable to certify as indicated above because the vendor and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury'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 proposed being rendered as non-responsive, and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

---



**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO  
INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate and precise description of the activities of the vendor/entity, or one of its parents, subsidiaries and/or affiliates, engaging in investment activities as described in N.J.S.A. 52:32-56(f) by completing the boxes below.

Name: \_\_\_\_\_  
 Relationship to Vendor: \_\_\_\_\_  
Description of Activities: \_\_\_\_\_  
 Duration of Engagement: \_\_\_\_\_  
 Anticipated Cessation Date: \_\_\_\_\_  
 Vendor's Contact Name: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_  
 Contact E-mail Address: \_\_\_\_\_

☐ **ADDITIONAL ACTIVITIES/CONTINUATION SHEETS** (Check this box if you are including additional activities.): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of attachments: \_\_\_\_\_

**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 below-referenced person or entity. I acknowledge that the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, 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 the contract to notify the City, in writing, of any changes to the answers or 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 City and that the City, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Bret Morgan  
 Signature: [Signature]  
 Title: Founder  
 Date: 2/1/22  
 Vendor: Fresh Markets NJ LLC  
 Vendor's Phone Number and/or Contact Information: 973 783 2100



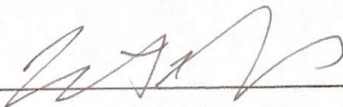
# **CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 9)**

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of Fresh Markets NJ LLC (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

I hereby certify that the foregoing statements made by me are true.

Signature:  Date: 2/1/22

Name: Bret Morgan  
 Title: Founder  
 Name of Firm: Fresh Markets NJ LLC  
 Address: 808 Springwood Ave  
 Address: Asbury Park NJ 07712



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (FORM 10)****N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****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, 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, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, 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 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 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 Contractor which engages in direct or indirect discriminatory practices.



The Contractor 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 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 consultant, 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 Contractor through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed: \_\_\_\_\_

Print Name: Bret Morgan

Name & Address of Company:

Fresh Markets NJ LLC  
808 Springwood Ave  
Ardurys Park NJ 07712

Dated: 2/1/22



**REQUIRED EVIDENCE (FORM 11)**  
**AFFIRMATIVE ACTION REGULATIONS**  
**PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service firms will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the Contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the Contractor has an existing federally approved or sanctioned Affirmative Action Program.  
OR
2. A Certificate of Employee Information Report Approval.  
OR
3. If you do not have either of the above, check below:

\_\_\_\_\_ Please send our company an Affirmative Action form for our completion  
 (A.A. 302-Affirmative Action Employee Information Report).

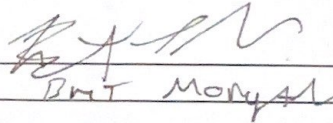
The following questions must be answered by all firms:

1. Do you have a federally approved or sanctioned Affirmative Action Program?  
 Yes \_\_\_\_\_ No ✓
2. Do you have a State Certificate of Employee Information Report Approval?  
 Yes ✓ No \_\_\_\_\_

You shall submit a photostatic copy of such certificate.

The undersigned Contractor certifies that it 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 documentation pursuant to the law. The Contractor must be rejected as non-responsible if the Contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for firms having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

BY: \_\_\_\_\_

  
 DMIT MORAL



**AMERICANS WITH DISABILITIES ACT OF 1990 (FORM 12)**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the City of Asbury Park (hereinafter the "City") 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, 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 City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, 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 City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

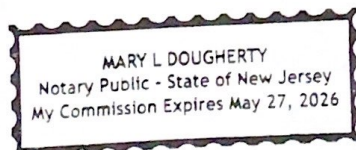
It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and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

WITNESS:

BY: Mary L. Dougherty  
 DATED: 2/11/22

VENDOR:

[Signature]  
 Bret Monger





**CERTIFICATION OF COMPLIANCE (FORM 13)  
WITH CITY OF ASBURY PARK PAY TO PLAY ORDINANCE**

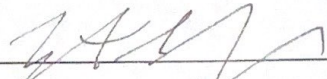
I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have reviewed a full copy of Section 2-76 of the Asbury Park City Code (either online or in person).

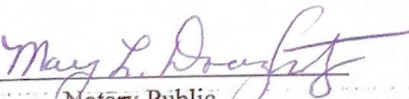
I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

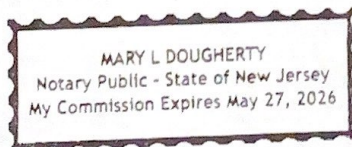
VENDOR:

BY:

  
Dret Morgan

Subscribed and sworn to before me this 1st  
day of February, 2022

  
Notary Public





## INDEMNIFICATION AND HOLD HARMLESS (FORM 14)

Fresh Markets NJ LLC (CONTRACTOR) shall indemnify and hold the CITY OF ASBURY PARK, its Officers, Agents, Board Members and Directors, Employees, Volunteers and Insurers, Appointed or Elected Officials, including but not limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities") harmless from any and all claims or liabilities including attorney fees and defense costs, arising out of the activities of the CONTRACTOR, its sub-CONTRACTORS, employees and agents in connection with all activities undertaken by the CONTRACTOR, pursuant to the contract. I understand that this Hold Harmless Agreement also requires that the City of Asbury Park is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor or other person. It is the intention of the parties that any claim for relief of any type being asserted against the CITY OF ASBURY PARK, its Board Members and Directors, Employees, or Appointed or Elected Officials, based upon any act of negligence of the CONTRACTOR, its affiliates and successors, be the responsibility of the CONTRACTOR, and the CONTRACTOR shall hold the CITY OF ASBURY PARK harmless from same.

Signed this 1st day of February 20 22 as  
the binding act in deed of Fresh Markets NJ LLC

Name of Organization

Mary L. Dougherty

Witness

[Signature]

Authorization Signature

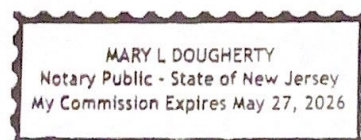
Bret Morgan / Founder

Print Authorized Name & Title

Sworn and Subscribed to before me this 1st day of February, 20 22

(Notary Public) Mary L. Dougherty (My Commission Expires) 5/27/26

Mary L. Dougherty



# FRESH markets.

Enriching Local Communities Through  
Popup Shopping Experiences



## OUR MISSION

The Fresh Markets mission is to “enliven and enrich local communities through pop-up shopping experiences”.



3.C.5.b

Attachment: Asbury Fresh Kennedy Park RFP Deck 2022 (2022-125 : Awarding a contract for the Kennedy Park Concession)



We accomplish this by curating year round farmers & makers markets, pop-up shopping experiences and other unique events.

All of our shopping experiences are geared towards connecting makers, food purveyors, farms and start-up businesses with engaged customers.



# OUR CORE VALUES

As a company, we stand by the following values:

1. To build up vibrant and sustainable local communities.
2. To empower micro entrepreneurship and small business.



3.C.5.b

Attachment: Asbury Fresh Kennedy Park RFP Deck 2022 (2022-125 : Awarding a contract for the Kennedy Park Concession)



3. To continually improve upon our modern framework for launching & growing pop-up events.
4. To work together as a team to collectively build something we are all proud of.
5. To foster an environment that promotes open and honest communication as well as measured accountability.



## OUR HISTORY

Asbury Fresh was started in a park in 2012 out of the desire to bring a farmers market to downtown Asbury Park.



3.C.5.b

Attachment: Asbury Fresh Kennedy Park RFP Deck 2022 (2022-125 : Awarding a contract for the Kennedy Park Concession)



During the first 4 years it grew from 6 tents in the corner of this park to 55 vendors, attracting thousands of people each week.

In 2016 we rebranded as Fresh Markets began to expand outside of Asbury Park.



# OUR OPERATIONS

We currently operate seasonal markets in downtown Asbury Park.

We also operate a year round weekly farmers & makers market as well as a monthly night market at Bell Works in Holmdel.



3.C.5.b

Attachment: Asbury Fresh Kennedy Park RFP Deck 2022 (2022-125 : Awarding a contract for the Kennedy Park Concession)



Additionally, in 2021, we opened up FRESH life, a retail pop-up location on the Asbury Park Boardwalk.

We also host various holiday and 1 off events around New Jersey including Red Bank & Monmouth Racetrack.



## OUR COMMUNITY

We currently have over 4500 local produce, small batch food and unique handmade artisan vendors in our network and over 6000 contacts on our public facing 'customer' mailing list.



3.C.5.b

Attachment: Asbury Fresh Kennedy Park RFP Deck 2022 (2022-125 : Awarding a contract for the Kennedy Park Concession)



## SOCIAL MEDIA STATS

Instagram:

@asburyfresh > 12,400 followers

@bellworksfresh > 6400 followers

@wearefreshlife > 1800 followers



# OUR VALUE

We are interested in continuing to provide value for city residents, tourists, and the business community through our farmers & makers market, now entering it's 10th season in downtown Asbury Park.



These events will feature 40-50 farmers, makers & food purveyors selected and curated by our team.

New for this year, we will be partnering with Interfaith Neighbors to bring SNAP benefits to Asbury Fresh as an additional way of furthering inclusion of all residents and visitors of the city.



## NEXT STEPS

Please review our full proposal and feel free to follow up with any questions.



3.C.5.b

Attachment: Asbury Fresh Kennedy Park RFP Deck 2022 (2022-125 : Awarding a contract for the Kennedy Park Concession)



## LET'S TALK!

Thank you for your time and we look forward to speaking more.

**Bret Morgan**

973-783-2100

[bret@asburyfresh.com](mailto:bret@asburyfresh.com)



| ADMINISTRATIVE INFORMATION REQUIREMENTS                              |        | SUBMISSION #1                                                      |
|----------------------------------------------------------------------|--------|--------------------------------------------------------------------|
| NAME OF FIRM                                                         |        | Fresh Markets NJ LLC / Asbury Fresh                                |
| ADDRESS                                                              |        | 808 Springwood Avenue                                              |
| CITY, STATE , ZIP                                                    |        | Asbury Park, NJ 07712                                              |
| TELEPHONE NUMBER                                                     |        | (973) 783 - 2100                                                   |
| CONTACT PERSON                                                       |        | Bret Morgan                                                        |
| EMAIL ADDRESS                                                        |        | <a href="mailto:Bret@asburyfresh.com">Bret@asburyfresh.com</a>     |
| APRIL 15TH -30TH 2021 PAYMENT PROPOSED (Minimum Fee \$1,000)         |        | \$2,600.00                                                         |
| MAY 2021 PAYMENT PROPOSED (Minimum Fee \$2,500)                      |        | \$2,600.00                                                         |
| JUNE 2021 PAYMENT PROPOSED (Minimum Fee \$2,500)                     |        | \$2,600.00                                                         |
| JULY 2021 PAYMENT PROPOSED (Minimum Fee \$2,500)                     |        | \$2,600.00                                                         |
| AUGUST 2021 PAYMENT PROPOSED (Minimum Fee \$2,500)                   |        | \$2,600.00                                                         |
| SEPTEMBER 2021 PAYMENT PROPOSED (Minimum Fee \$2,000)                |        | \$2,600.00                                                         |
| OCTOBER 2021 PAYMENT PROPOSED (Minimum Fee \$1,500)                  |        | \$2,600.00                                                         |
| NOVEMBER 2021 PAYMENT PROPOSED (Minimum Fee \$1,500)                 |        | \$2,600.00                                                         |
| PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES |        | 11 years of service                                                |
| DESCRIPTION OF EQUIPMENT TO BE PROVIDED & UTILIZED                   |        | Tents and Tables<br>Directional & Organizational Lawn Signs        |
| ADDITIONAL INFORMATION                                               |        | See supporting documentation                                       |
| DOCUMENTS 1 - 14 and SAMPLE 1 & 2 INCLUDED WITH PROPOSALS            |        | At Contract Execution Need:<br>\$200 Escrow<br>Insurance Paperwork |
| EVALUATION AND RANKING                                               |        |                                                                    |
| PAYMENT PROPOSED PER MONTH                                           | ( 70%) | 70%                                                                |
| PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES | (15%)  | 15%                                                                |
| DESCRIPTION OF EQUIPMENT TO BE PROVIDED & UTILIZED                   | (15%)  | 15%                                                                |
| TOTAL                                                                |        | 100%                                                               |



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

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



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

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

To: Donna Vieiro, City Manager (via email)  
Melody Hartsgrove, City Clerk (via email)  
Frederick Raffetto, City Attorney (via email)

From: Tracy Lizardi, Director of Purchasing/Assistant CFO

Date: February 16, 2022

RE: RFP – Kennedy Park Concession

In accordance with the Local Public Contract Law found at N.J.S.A. 40A:11-1 et. seq., the following is the review of the above referenced concession proposal.

- On March 15, 2022 at 11:00 am one proposal was received in response to the RFP:

Fresh Markets NJ LLC/ Asbury Fresh  
619 Lake Avenue 3<sup>rd</sup> Floor  
Asbury Park, NJ 07712

- This proposal has been deemed complete upon the submission and review of the Certificate of Insurances requested within the RFP and which shall be submitted with the contract within ten (10) business days after award of a contract by Mayor and Council.
- Fresh Markets NJ LLC/ Asbury Fresh is recommended for the award. Their pricing is:
  - April 2022: \$2,600;
  - May 2022: \$2,600;
  - June 2022: \$2,600;
  - July 2022: \$2,600;
  - August 2022: \$2,600;
  - September 2022: \$2,600;
  - October 2022: \$2,600;
  - November 2022: \$2,600;

As per the Local Public Contracts Law, the City Clerk is hereby requested to immediately post on the City's website to comply with N.J.S.A. 40A:11-4.5(d) that requires this review to be provided

Attachment: Memorandum of Concession Award (2022-125 : Awarding a contract for the Kennedy Park Concession)

to the Governing Body and posted on the municipal website at least 48 hours prior to the possible awarding of a contract. This contract, if the Governing Body elects, is made via Resolution. A draft Resolution will be provided for at the February 23, 2022 Council Meeting for consideration.



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-126**

Resolution authorizing the purchase of RBC (Rotating Biological Contractor) Fiberglass Rods needed at the Sewer Plant totaling \$17,659.00 utilizing ARP funds.





## RESOLUTION NO. 2022-126

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

### **RESOLUTION AUTHORIZING THE PURCHASE OF RBC (ROTATING BIOLOGICAL CONTRACTOR) FIBERGLASS RODS NEEDED AT THE SEWER PLANT**

**WHEREAS**, the City has a need to purchase RBC (Rotating Biological Contractor) Fiberglass Rods for the Sewer Plant; and

**WHEREAS**, the City has solicited and obtained two quotes from BR Welding and Grainger, Inc.; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for the purchase of RBC Fiberglass Rods needed at the Sewer Plant to BR Welding in an amount of \$17,659.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 2-07-55-502-000-234. The maximum dollar value of the pending contract is as set forth in the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of RBC Fiberglass Rods needed to BR Welding in the amount of \$17,659.00 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-126 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 23rd DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK

# br Welding

industrial services  
welding  
fabrication

February 9, 2022

Robert Bianchini  
Asbury Park WWTP  
1700 Kingsley St  
Asbury Park, NJ 07712

RE: RBC Fiberglass Rods

**\*\*QUOTATION\*\***

We will provide the following items:

- 250 pcs- 1.5" diameter x 54" long fiberglass rods

Total Price is: ..... \$ 17,659.00

Delivery 10-12 weeks

Thank you for giving us the opportunity to quote on this project. Should you have any questions or require any additional information please do not hesitate to call our office.

## TERMS.

NET 30 - Payment for all stored raw materials, based on steel supplier's invoice amounts.

NET 30 - Payment for stored processed materials.

PRICING. Quote is based on prevailing material prices and is subject to change up to point of purchase.

DELIVERY. Delivery Time will be per the contract requirements. Delivery not included.

SHOP DRAWINGS. Shop Drawings are not included. If shop drawings are required, they will be produced at an additional fee and ONLY electronic drawings will be provided.

Sincerely,

*Chris Giglio*

Chris Giglio

3 Brook Rd  
Howell, NJ 07731

P: 732.363.8253  
F: 732.363.0155

**CERTIFIED:** SBE. AISC. AWS/ASME. CONFINED SPACE CERTIFIED.  
**CLASSIFIED:** NJSDA. DPMC.

[www.brwelding.com](http://www.brwelding.com)

Attachment: BR WELDING - RBC FIBERGLASS RODS (2022-126 : Authorizing the Purchase of RBC Fiberglass Rods Neede at the Sewer Plant)

**[EXTERNAL] RE: [\*\*External\*\*]: Asbury Park Sewerage Treatment**

GovNJ@grainger.com <GovNJ@grainger.com>

Wed 2/9/2022 6:47 PM

To: Rudy Corona <Rudy.Corona@cityofasburypark.com>

Hello Rudy,

Thank you for the opportunity to quote, however the largest size fiberglass rod we have is 1.25 and 10ft in length. Please respond back to this email if the smaller size is acceptable. A link to Grainger.com is provided below for your review.

<https://www.grainger.com/product/DYNAFORM-Rod-4ATM2>

As always, if you have any questions we are here to help.

Thank you,

Josephine | Visit: [Grainger Customer Care](#) | Phone: 877-888-4470 | Email: GovNJ@grainger.com

[Please Do Not Delete or Change the Grainger Tracking Text: {ticketno:[6033650715]}]

Original Text

**From:** Rudy Corona <Rudy.Corona@cityofasburypark.com>

**To:** GovNJ <GovNJ@grainger.com>

**CC:**

**Sent:** 02/09/22 12:38:28

**Subject:** [\*\*External\*\*]: Asbury Park Sewerage Treatment

Hello I am looking for a quote on these items in this quantity.  
Thank You

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

---

**From:** donotreply@cityofasburypark.com <donotreply@cityofasburypark.com>

**Sent:** Wednesday, February 9, 2022 12:32 PM

**To:** Rudy Corona <Rudy.Corona@cityofasburypark.com>

**Subject:** Message from KM\_4750i

Attachment: BR WELDING - RBC FIBERGLASS RODS (2022-126 : Authorizing the Purchase of RBC Fiberglass Rods Neede at the Sewer Plant)





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-127**

Resolution authorizing the replacement of the electric control cabinet located at Asbury Avenue and Memorial Drive to J.C. Contracting, Inc in the amount of \$31,200.00 and a claim has been submitted to PMA for reimbursement.



## RESOLUTION NO. 2022-127

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

### **RESOLUTION AUTHORIZING THE REPLACEMENT OF THE ELECTRIC CONTROL CABINET AT ASBURY AVENUE & MEMORIAL DRIVE**

**WHEREAS**, the electric control cabinet located at Asbury Avenue and Memorial Drive was involved in a motor vehicle accident; and

**WHEREAS**, the City has solicited and obtained two quotes from J.C. Contracting, Inc and Elite Electrical Contractors, LLC; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for the replacement of the electric control cabinet located at Asbury Avenue and Memorial Drive to J.C. Contracting, Inc in the amount of \$31,200.00; and

**WHEREAS**, the City submitted claim #L-00-36-431801 to PMA Management Corp. for reimbursement; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract to the vendor listed above in an amount of \$31,200.00 of which the City has submitted a claim for reimbursement to PMA; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following accounts 2-06-55-502-000-219. 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 replacement of the electric control cabinet located at Asbury Avenue and Memorial Drive in the amount of \$31,200.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Public Works and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-127 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 23rd DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK



**J.C. Contracting, Inc.**

DBE AND SBE CERTIFIED

681 MILL STREET, RAHWAY, NJ 07065

Phone: 732-827-5500 Fax: 732-827-5312

**PROPOSAL****Client :** CITY OF ASBURY PARK**Address:** 1 MUNICIPAL PLAZA

ASBURY PARK, NJ 07712

**Phone:** 732-775-2100**Fax:****Email:** [Robert.Bianchini@cityofasburypark.com](mailto:Robert.Bianchini@cityofasburypark.com)**Attn:** Robert Bianchini**Project:** Intersection of Asbury ave & Memorial Dr**Location:** Asbury Park**Proposal Date:** 1/20/2022

|  | ITEM DESCRIPTION                                                                                                                                                                                                | UNIT | EXTENSION           |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------|
|  | Supply labor, equipment and materials to remove damaged meter cabinet, conduit controller cabinet. Coordinate with utility company to de energize service. Inspect foundation and remove all damaged anchorage. | LS   | \$ 31,200.00        |
|  | Install new meter cabinet, panel with breakers and meter. Install new controller cabinet with all new components, rewire and terminate all connections. Re Energize service and trouble shoot if needed.        |      |                     |
|  | <b>TOTAL</b>                                                                                                                                                                                                    |      | <b>\$ 31,200.00</b> |

**EXCLUSIONS:**

HOLIDAY AND OVERTIME WORK  
 REG. 7:00AM TO 3:00 PM MON-FRI  
 UNIFORMED OFFICERS  
 PERMITS  
 INSPECTIONS  
 RailRoad Insurance

ACCEPTED BY \_\_\_\_\_

**Additional Terms:**

Upon acceptance of this proposal, all terms and conditions contained herein shall become part of, but not limited to, final contract.

An Equal Opportunity Employer

Attachment: ELECTRIC CONTROL CABINET QUOTES (2022-127 : Authorizing the Replacement of the Electric Control Cabinet at Asbury &amp;

## Proposal

**Elite Electrical Contractors, L.L.C**

330 Harvard Ave,

Hillside, NJ 07205

Phone (908) 276-3006 Fax (908) 276-2903

Email: elite\_electrical@live.com

License # 15899

JANUARY 28, 2022

RE: Asbury Park Control & Electric Cabinet Replacement  
Asbury Avenue & Memorial Drive

Robert,

We are pleased to submit our quotation for the above referenced project based on the following exclusions and qualifications.

**PRICE: Thirty two thousand and nine hundred Dollars \$32,900.00**

**QUALIFICATIONS:**

1. Quotation is valid for 30 days.
2. All work is to be performed during normal working hours 7:00am – 3:30pm M-F of IBEW Local 400.
3. Supply and install a new traffic control cabinet in existing location utilizing the existing underground cabling to traffic signals. (Return existing equipment to town)
4. Supply and install a new T electric cabinet.
5. Railroad Technician must be onsite for tie into their equipment and testing blank out signs.

**EXCLUSIONS:**

1. Permit & Bond Fess.
2. Utility company fees
3. Sales tax.
4. Additional or specialty insurance.
5. Engineering and surveying fees.
6. Traffic officers.
7. Maintenance and protection of traffic, signal directors and crash truck.
8. Site restorations.
9. Any existing Issues with lamps or wiring of existing traffic signals.

If you have any questions, Please contact us.

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Customer's signature

\_\_\_\_\_  
Authorized signature

Attachment: ELECTRIC CONTROL CABINET QUOTES (2022-127 : Authorizing the Replacement of the Electric Control Cabinet at Asbury &

**Packet Pg. 116**



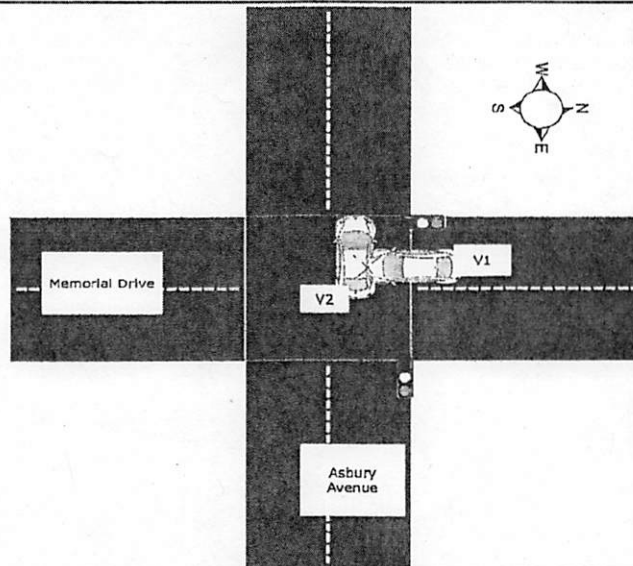
PAGE 2 OF 2

New Jersey Police  
Crash Investigation ReportPolice Dept: **ASBURY PARK PD** Code: **01**  
Station: \_\_\_\_\_ Case No: **21AP34687**

(Refer to vehicle by number)

|   | Veh<br>Occ | Pos<br>In/On | Eject | Phys<br>Cond | Age | Sex | Loc<br>Inj | Type<br>Inj | Ref<br>Med | Equip<br>Avail | Equip<br>Used | Bag<br>Dept | Hosp<br>Code |                                                                    |
|---|------------|--------------|-------|--------------|-----|-----|------------|-------------|------------|----------------|---------------|-------------|--------------|--------------------------------------------------------------------|
|   | 83         | 84           | 85    | 86           | 87  | 88  | 89         | 90          | 91         | 92             | 93            | 94          | 95           | Names & Addresses of Occupants - If Deceased, Date & Time of Death |
| A |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| L |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| L |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| E |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| F |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| I |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| N |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| V |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| O |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| L |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| V |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| E |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| I |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| D |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |
| J |            |              |       |              |     |     |            |             |            |                |               |             |              |                                                                    |

144 Crash Diagram (NOT TO SCALE)



## 145 Crash Description/Narrative

Vehicle 1 struck the passenger's side of vehicle 2 in the intersection of Asbury Avenue and Memorial Drive at a right angle. Vehicle 1 was traveling south on Memorial Drive. Vehicle 2 was traveling west on Asbury Avenue. Vehicle 1 went through a red traffic light and struck vehicle 2 which had just gone through a green traffic light and had the right of way. The operator of vehicle 1 admitted that he ran the red light by accident and the collision was his fault.

Vehicle 1 had significant body damage to the front of the vehicle. The vehicle was completely inoperable. Vehicle 2 had significant body damage to the passenger's side of the vehicle and the rear of the vehicle. Vehicle 2 was completely inoperable as well. Both vehicles had multiple airbags deployed in each vehicle.

The operator of vehicle 1 had some chest discomfort after the accident. He refused to go to Jersey Shore University Medical Center with Asbury Park First Aid but he stated that he would be going to JSUMC once his father arrived at the scene. His father drove him to JSUMC.

The operator of vehicle 2 refused medical attention from First Aid and stated that he had no complaint of pain at that time.

The operator of vehicle 1 was issued a summons for 39:4-81A Failure to Stop at a Red Light (AA 107996).

Both vehicles were towed by Bennett's Tow Company.

146 Officer's Signature  
**LEAHY, C**147 Badge #  
**83290**148 Reviewer  
**SGT CARRASQUILLO**Badge #  
**212**149 Case Status  
☐ Pending ☒ Complete

**Tracy Lizardi**

**From:** Shonda\_Williams@pmagroup.com  
**Sent:** Wednesday, February 16, 2022 11:21 AM  
**To:** Scott\_Philipp@pmagroup.com  
**Cc:** Tracy Lizardi  
**Subject:** [EXTERNAL] Fw: Asbury Ave Controller cabinet - L003631801

Good Morning Scott:

Please see the below email from the City of Asbury Park. Your claim #L003631801

Thank you.

Shonda

Trishonda S. Williams  
 ACR2 / Claims/ PMA Management Corp  
 T: 856.727.3037 | C: 609.204.8346 | F: 800.432.9762  
 Shonda\_Williams@pmagroup.com  
 PMA Companies | Old Republic Insurance Group  
 P.O. Box 5231 Janesville WI 53547-5231  
[www.pmacompanies.com](http://www.pmacompanies.com)



----- Forwarded by Shonda Williams/PMA/PMAGroup on 02/16/2022 11:18 AM -----

**From:** "Tracy Lizardi" <Tracy.Lizardi@cityofasburypark.com>  
**To:** "Robert Bianchini" <Robert.Bianchini@cityofasburypark.com>, "Shonda\_Williams@pmagroup.com" <Shonda\_Williams@pmagroup.com>  
**Date:** 02/16/2022 11:16 AM  
**Subject:** RE: Asbury Ave Controller cabinet

Good Morning,

Just following up on the below email.

Looking to obtain the documentation associated with the control cabinet damage, including the claim number please.

Thank You,

Tracy

*Tracy A. Lizardi*

Director of Purchasing

Assistant CFO

City of Asbury Park

One Municipal Plaza

Asbury Park, NJ 07712

P:732-502-5710

tracy.lizardi@cityofasburypark.com

\*\*\*\*\*

Visit, Follow, Sign-up & Watch

**Tracy Lizardi**

---

**From:** JoAnn Boos  
**Sent:** Monday, February 7, 2022 2:20 PM  
**To:** Tracy Lizardi  
**Subject:** RE: Asbury Ave Controller cabinet

2-06-55-502-000-219

*JoAnn Boos*  
 Chief Financial Officer  
 City of Asbury Park  
 1 Municipal Plaza  
 Asbury Park, NJ 07712  
 P: 732-502-5709  
 cfo@cityofasburypark.com

\*\*\*\*\*

Visit, Follow, Sign-up & Watch  
[www.cityofasburypark.com](http://www.cityofasburypark.com)  
 FB @CityofAsburyParkNJ and @inAsburyParkNJ  
 Twitter @inAsburyParkNJ and @APCmtEvents  
 Instagram @CityofAsburyParkNJ  
[www.NextDoor.com](http://www.NextDoor.com)  
[www.Nixle.com](http://www.Nixle.com)  
 APTV Verizon Fios Ch. 30 & Cablevision Ch. 77

**From:** Tracy Lizardi  
**Sent:** Monday, February 7, 2022 2:14 PM  
**To:** JoAnn Boos <JoAnn.Boos@cityofasburypark.com>  
**Subject:** FW: Asbury Ave Controller cabinet

What line item for this?

**From:** Robert Bianchini <[Robert.Bianchini@cityofasburypark.com](mailto:Robert.Bianchini@cityofasburypark.com)>  
**Sent:** Monday, February 7, 2022 1:11 PM  
**To:** Tracy Lizardi <[Tracy.Lizardi@cityofasburypark.com](mailto:Tracy.Lizardi@cityofasburypark.com)>; JoAnn Boos <[JoAnn.Boos@cityofasburypark.com](mailto:JoAnn.Boos@cityofasburypark.com)>  
**Cc:** Michael J. Manzella <[Michael.Manzella@cityofasburypark.com](mailto:Michael.Manzella@cityofasburypark.com)>  
**Subject:** Asbury Ave Controller cabinet

Good Afternoon Tracy  
 Here are the two quote I received for the cabinet on Asbury Ave that was Hit by a automobile.

*Robert A Bianchini, CET, CPWM*  
 Director of Capital projects & Public Works & public facilities

Attachment: ELECTRIC CONTROL CABINET QUOTES (2022-127 : Authorizing the Replacement of the Electric Control Cabinet at Asbury &





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-128**

Resolution authorizing a peroxide pilot study for bacteria (Beggiatoa) at the Waste Water Treatment Plant in an amount not-to-exceed of \$24,788.60 utilizing APR funds.



## RESOLUTION NO. 2022-128

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

### **RESOLUTION AUTHORIZING A PILOT STUDY FOR BACTERIA TREATMENT AT THE WASTE WATER TREATMENT PLANT**

**WHEREAS**, the City has a need to implement a peroxide pilot study for Beggiatoa bacterium treatment at the Wastewater Treatment Plant; and

**WHEREAS**, the City has solicited and obtained two quotes from Evoqua Water Technologies and USA Blue Book; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for this study to Evoqua Water Technologies in an amount not-to-exceed \$24,788.60; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 2-07-55-502-000-234. 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 with the vendor.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Evoqua Water Technologies to implement a peroxide pilot study for Beggiatoa treatment at the Wastewater Treatment Plant in the amount of \$24,788.60.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that a copy of this Resolution be provided to the CFO, City Manager, Superintendent of DPW, Sewer Plant Manager and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-128 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 23rd DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK





February 8, 2022

Mr. Rudy Corona  
City of Asbury Park  
One Municipal Plaza  
Asbury Park, NJ 07712  
Phone: (732) 774-5131  
Email: rudy.corona@cityofasburypark.com

**RE: PEROXIDE PILOT STUDY FOR BEGGIATOA TREATMENT  
ASBURY PARK, NJ – WASTEWATER TREATMENT FACILITY  
Evoqua Quote No. Q220117JS2**

Dear Rudy,

Thank you for your interest in Evoqua Water Technologies LLC. As an industry leader in Odor and Corrosion Control technologies, Evoqua offers a wide variety of chemical products for mitigating and controlling odors in wastewater applications.

Evoqua has reviewed the conditions at your wastewater treatment plant to determine a potential solution for the Beggiatoa growth you are currently experiencing in your Rotating Biological Contactors (RBCs). Beggiatoa bacterium have been found to utilize hydrogen sulfide (H<sub>2</sub>S) as an energy source, and we believe that eliminating H<sub>2</sub>S should assist in the overall reduction of Beggiatoa bacterium in the RBCs. Beggiatoa are filamentous and tend to cause sludge bulking issues which have contributed to less-than-ideal plant performance in recent months.

Analysis of site conditions revealed the Gravity Thickener to be a potential source of H<sub>2</sub>S in your plant process. By feeding Hydrogen Peroxide Solution into the overflow stream coming off the Gravity Thickener, we feel that we can effectively raise ORP, as well as reduce hydrogen sulfide and Beggiatoa growth downstream. Evoqua is pleased to submit the following proposal to test and determine the effectiveness of 50% Hydrogen Peroxide Solution for treating odors originating from the Gravity Thickener.

Hydrogen Peroxide is typically applied in wastewater applications to completely oxidize and remove H<sub>2</sub>S, organic sulfides, and other malodorous compounds in the liquid phase, thus preventing vapor phase odor emissions. Additionally, Hydrogen Peroxide is fast reacting, normally requiring a minimum of 15-30 minutes retention time for complete reaction to occur. And unlike most odor control products, Hydrogen Peroxide does not leave behind harmful chemical by-products which could affect plant performance.

During this pilot study, Evoqua shall perform a complete field optimization of the feed system, incrementally adjusting feed rates until the treatment objectives are met. By doing so, Evoqua shall be able to experimentally determine the true feed rates necessary to meet your odor control needs. This proposed demonstration will last for a period of approximately 60 days

### **1. SCOPE OF SUPPLY**

Evoqua Water Technologies shall provide the following for the demonstration:

| <u>Quantity</u> | <u>Item Description</u>                                      |
|-----------------|--------------------------------------------------------------|
| (4)             | Totes of 50% Hydrogen Peroxide Solution (330 gallons / tote) |
| (2)             | Spill Containment Pallet                                     |

- (1) Self Contained Polyethylene **Safe-L** Skid Assembly containing the following components:
- (1) 15 Amp Circuit Breaker, 115 volt
  - (1) Ground Fault Convenience Receptacle
  - (1) Calibration Cylinder with flow control valves
  - (1) Integrated mechanical float leak-detection assembly
- (2) Diaphragm pumps with On-Off controls for chemical feed.
- (1) Portable Eye-Wash Station
- (1) All necessary piping and fittings for the installation

Evoqua Water Technologies retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.

## **2. DEMONSTRATION OBJECTIVE**

Evoqua Water Technologies shall control odors from the primary clarifiers by feeding 50% Hydrogen Peroxide into the Gravity Thickener overflow stream. Evoqua shall begin the trial by feeding approximately 15 – 20 GPD Hydrogen Peroxide while monitoring sulfide levels at the control point. Treatment targets will be to maintain liquid hydrogen sulfide reduced to a level  $\leq 0.1$  mg/L, which should result in a reduction of Beggiatoa growth in the RBCs. Evoqua shall make incremental adjustments to the Peroxide feed rate until this treatment objective is met. The following parameters will be monitored:

- 1) Liquid Total Sulfide
- 2) Temperature
- 3) pH
- 4) Chemical pump calibration

## **3. CUSTOMER REQUIREMENTS**

- Power – 15A / 120VAC / 1PH (provided within 10' of feed equipment)
- Floor Space – 8' x 8' Level ground
- Eyewash and Safety Shower
- Forklift for offloading and positioning of Totes
- Access to Gravity Thickener overflow for chemical feed
- Potable Rinse Water

## **4. SCHEDULE**

Evoqua can begin the program within 2 – 4 weeks of authorization to proceed after Evoqua contract approval and depending on scheduling.

## **5. PRICING**

PROGRAM DEMONSTRATION FEE: **\$ 16,895** – Fee includes mobilization/installation of equipment and FOUR totes (1320 gallons) of Hydrogen Peroxide.

After the initial delivery, Totes of Hydrogen Peroxide can be offered at the following price for the duration of the demo. This demonstration period is expected to last 60 to 90 days; period can be extended upon mutual agreement.

HYDROGEN PEROXIDE (TOTES): **\$ 5.98 / gallon** – Subsequent Minimum order 660 gallons. (2 totes).

Please include an additional 4 totes of Hydrogen Peroxide as an allowance @\$5.98/gallon for 1320 gallons for a total of \$7,893.60

[www.evoqua.com](http://www.evoqua.com)

Q220117JS2  
Page 2 of 6

Following completion of successful demonstration, Evoqua shall provide a proposal to offer Hydrogen Peroxide and feed equipment under a Full-Service Agreement for your approval.

If Hydrogen Peroxide does not achieve the desired treatment objectives, Evoqua Water Technologies hopes to continue working with Asbury Park by evaluating alternative technologies for this application. However, once the demonstration is complete, Evoqua shall remove all provided chemical feed equipment and storage at no additional cost.

*Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.*

The attached Terms and Conditions are considered part of this proposal and shall prevail.

*Due to current volatility in the market, pricing associated with this quote will remain in firm for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.*

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faq>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Should a purchase order result from this proposal, please return the *entire* proposal, signed where indicated below, and address the order to:

Evoqua Water Technologies LLC  
2650 Tallevast Road  
Sarasota, FL 34243

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me at (302) 275-4068.

Sincerely,

*Seth Hepner*

Seth Hepner  
Northeast Regional Sales Manager  
Municipal Services

**Evoqua Water Technologies LLC**

Attachment: EVOQUA PEROXIDE STUDY (2022-128 : Authoring a Peroxide Pilot Study at the WWTP)



RE: PEROXIDE PILOT STUDY FOR BEGGIATOA TREATMENT  
ASBURY PARK, NJ – WASTEWATER TREATMENT FACILITY  
Evoqua Quote No. Q220117JS2

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to [municipalservices@evoqua.com](mailto:municipalservices@evoqua.com) or fax to: (941) 359-7985.

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

This \_\_\_\_ day of \_\_\_\_\_ Month \_\_\_\_\_ Year

By: \_\_\_\_\_

Title: \_\_\_\_\_

P.O.Number \_\_\_\_\_

Attachment: EVOQUA PEROXIDE STUDY (2022-128 : Authoring a Peroxide Pilot Study at the WWTP)

**EVOQUA WATER TECHNOLOGIES LLC****Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if an (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-supplier; natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority

to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all cost expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For an order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligation hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller no sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of the Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



**Tracy Lizardi**

---

**From:** Rudy Corona  
**Sent:** Wednesday, February 16, 2022 1:00 PM  
**To:** JoAnn Boos; Tracy Lizardi  
**Subject:** Second quote (request) Evoqua Project

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

---

**From:** Rudy Corona <Rudy.Corona@cityofasburypark.com>  
**Sent:** Tuesday, February 15, 2022 1:01 PM  
**To:** Gahan, Cindy S <Cindy.Gahan@usabluebook.com>  
**Subject:** Re: [EXTERNAL] RE: Message from KM\_4750i

Okay, yes it's a demo/study. Thanks anyway I appreciate you getting back to me.  
 Best, Rudy

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

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**From:** Gahan, Cindy S <Cindy.Gahan@usabluebook.com>  
**Sent:** Tuesday, February 15, 2022 9:34 AM  
**To:** Rudy Corona <Rudy.Corona@cityofasburypark.com>  
**Subject:** [EXTERNAL] RE: Message from KM\_4750i

Hi Rudy,

I appreciate the opportunity. A few questions, what type of spill containment are you looking for? Can we get a little more information on the skid as well? What brand of chemical feed pumps and what spec of eyewash station? In addition, the paperwork looks to be a demo request that Evoqua is looking to do for you? We can quote the equipment but the demo/study is something we unfortunately cannot quote on.

Thank you!

Cindy Gahan  
 Account Manager

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**From:** Rudy Corona <Rudy.Corona@cityofasburypark.com>  
**Sent:** Monday, February 14, 2022 7:04 AM  
**To:** Gahan, Cindy S <Cindy.Gahan@usabluebook.com>  
**Subject:** [EXT] Fw: Message from KM\_4750i

Can USA BB quote on this?  
 Thanks----Rudy

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

---

**From:** [donotreply@cityofasburypark.com](mailto:donotreply@cityofasburypark.com) <[donotreply@cityofasburypark.com](mailto:donotreply@cityofasburypark.com)>  
**Sent:** Monday, February 14, 2022 6:17 AM  
**To:** Rudy Corona <[Rudy.Corona@cityofasburypark.com](mailto:Rudy.Corona@cityofasburypark.com)>  
**Subject:** Message from KM\_4750i



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-129**

Resolution authorizing the purchase of traffic light controllers for Asbury & Church, Cookman & Press Plaza, Lake & Bond and Cookman & Bond utilizing capital funds totaling \$42,838.00.





## RESOLUTION NO. 2022-129

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

### **RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC LIGHT CONTROLLERS**

**WHEREAS**, the City of Asbury Park ("City") has a need to purchase traffic light controllers for the following locations Citywide:

- Asbury & Church
- Cookman & Press Plaza
- Lake & Bond
- Cookman & Bond

**WHEREAS**, the City has obtained the attached quotes from Intelligent Traffic Supply Products, LLC in the amount of \$42,838.00 on State Contract #19-FOOD-01027, T1473

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for the purchase traffic light controllers to the vendor listed above in an amount of \$42,838.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following accounts C-09-17-901-000-902. 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 traffic light controllers in the amount of \$42,838.00 and a copy of this Resolution shall be provided to the Director of Transportation, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-129 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 23rd DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK



# Intelligent Traffic Supply Products, LLC

3005 Hadley Rd., Suite 5  
South Plainfield, NJ 07080  
Phone # (908) 791-1200

## Quotation

| Date     | Estimate # |
|----------|------------|
| 2/2/2022 | 7013       |

|                                                                     |
|---------------------------------------------------------------------|
| <b>Name / Address</b>                                               |
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Project | Terms  | FOB |
|---------|--------|-----|
|         | Net 30 |     |

| Item # | Description                                                                                                                                                                                   | Qty | U/M | Unit Price | Total    |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------|----------|
| 1      | Cabinet - Cabinet Type G w/ 8 position Back Panel & Detector Panel                                                                                                                            | 1   | n/a | 9,320.00   | 9,320.00 |
| 2      | <p><b>** STATE CONTRACT: 19-FOOD-01027 **</b></p> <p>Wire - 14/10C NJDOT EE-1109-02, TRAFFIC SIGNAL WIRE</p> <p>Note: Asbury / Church</p> <p><b>** This quote is valid for 60 days **</b></p> | 500 |     | 2.19       | 1,095.00 |

**Note:**

Quote valid for a period of 30 days.

Delivery: T.B.D.

Note: All prices subject to applicable taxes. If tax exemption applies please furnish number with order.

All quotes subject to credit approval.

**Total**

\$10,415.00

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS QUOTE (2022-129 : Purchase of Traffic Light Controllers)



# Intelligent Traffic Supply Products, LLC

3005 Hadley Rd., Suite 5  
South Plainfield, NJ 07080

Phone # (908) 791-1200

## Quotation

| Date     | Estimate # |
|----------|------------|
| 2/2/2022 | 7012       |

|                                                                     |
|---------------------------------------------------------------------|
| <b>Name / Address</b>                                               |
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Project | Terms  | FOB |
|---------|--------|-----|
|         | Net 30 |     |

| Item # | Description                                                                                                                                                                                         | Qty | U/M | Unit Price | Total    |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------|----------|
| 1      | Cabinet - Cabinet Type G w/ 8 position Back Panel & Detector Panel                                                                                                                                  | 1   | n/a | 9,320.00   | 9,320.00 |
| 2      | <p><b>** STATE CONTRACT: 19-FOOD-01027 **</b></p> <p>Wire - 14/10C NJDOT EE-1109-02, TRAFFIC SIGNAL WIRE</p> <p>Note: Cookman / Press Plaza</p> <p><b>** This quote is valid for 60 days **</b></p> | 500 |     | 2.19       | 1,095.00 |

**Note:**

Quote valid for a period of 30 days.

Delivery: T.B.D.

Note: All prices subject to applicable taxes. If tax exemption applies please furnish number with order.

All quotes subject to credit approval.

**Total**

**\$10,415.00**

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS QUOTE (2022-129 : Purchase of Traffic Light Controllers)





# Intelligent Traffic Supply Products, LLC

3005 Hadley Rd., Suite 5  
South Plainfield, NJ 07080

Phone # (908) 791-1200

## Quotation

| Date     | Estimate # |
|----------|------------|
| 2/1/2022 | 7009       |

|                                                                     |
|---------------------------------------------------------------------|
| <b>Name / Address</b>                                               |
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Project | Terms  | FOB |
|---------|--------|-----|
|         | Net 30 |     |

| Item # | Description                                                                                                               | Qty | U/M | Unit Price | Total    |
|--------|---------------------------------------------------------------------------------------------------------------------------|-----|-----|------------|----------|
| 1      | Cabinet - Cabinet Type G w/ 8 position Back Panel & Detector Panel<br><br>** STATE CONTRACT: 19-FOOD- 01027 **            | 1   | n/a | 9,320.00   | 9,320.00 |
| 2      | Wire - 14/10C NJDOT EE-1109-02, TRAFFIC SIGNAL WIRE<br><br>Note: Lake / Bond<br><br>** This quote is valid for 60 days ** | 500 |     | 2.19       | 1,095.00 |

**Note:**

Quote valid for a period of 30 days.

Delivery: T.B.D.

Note: All prices subject to applicable taxes. If tax exemption applies please furnish number with order.

All quotes subject to credit approval.

**Total**

\$10,415.00

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS QUOTE (2022-129 : Purchase of Traffic Light Controllers)



# Intelligent Traffic Supply Products, LLC

3005 Hadley Rd., Suite 5  
South Plainfield, NJ 07080

Phone # (908) 791-1200

## Quotation

| Date     | Estimate # |
|----------|------------|
| 2/1/2022 | 7010       |

|                                                                     |
|---------------------------------------------------------------------|
| Name / Address                                                      |
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Project | Terms  | FOB |
|---------|--------|-----|
|         | Net 30 |     |

| Item # | Description                                                                                                                            | Qty | U/M | Unit Price | Total    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------|----------|
| 1      | Cabinet - Cabinet Type G w/ 8 position Back Panel & Detector Panel                                                                     | 1   | n/a | 9,320.00   | 9,320.00 |
|        | <b>** STATE CONTRACT: 19-FOOD-01027 **</b>                                                                                             |     |     |            |          |
| 2      | Wire - 14/10C NJDOT EE-1109-02, TRAFFIC SIGNAL WIRE                                                                                    | 500 |     | 2.19       | 1,095.00 |
| 3      | Traffic Signal Assembly<br>(2) 3 - 8" YELLOW POLY SIG W/ RYG LED, Visors<br>(1) - Brozen Endhanger, 3-Way Spreader Stud & SAFETY CHAIN | 1   | ea  | 1,178.00   | 1,178.00 |
|        | Note: Cookman / Bond                                                                                                                   |     |     |            |          |
|        | <b>** This quote is valid for 60 days **</b>                                                                                           |     |     |            |          |

**Note:**

Quote valid for a period of 30 days.

Delivery: T.B.D.

Note: All prices subject to applicable taxes. If tax exemption applies please furnish number with order.

All quotes subject to credit approval.

**Total**

\$11,593.00

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS QUOTE (2022-129 : Purchase of Traffic Light Controllers)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-130**

This resolution is to authorize the application for a Technical Assistance Grant which will perform a Bicycle Corridor Study on Lake Avenue.





## RESOLUTION NO. 2022-130

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

### **RESOLUTION AUTHORIZING AN APPLICATION TO THE COMPLETE STREETS TECHNICAL ASSISTANCE PROGRAM**

**WHEREAS**, the New Jersey Department of Transportation Complete Streets Design Guide defines complete streets as follows: “Complete Streets are streets designed for all users, all modes of transportation, and all ability levels. They balance the needs of drivers, pedestrians, bicyclists, transit riders, emergency responders, and goods movement based on the local context”; and

**WHEREAS**, while the primary benefit of complete streets is improved safety, particularly for people who walk or bike who are the most vulnerable users of the street, there are other positive outcomes. Complete streets create better places to live, work, and do business. They can help improve the health of a community by encouraging people to walk and bike, bolster the local economy by generating foot traffic in business districts and provide greater mobility options for residents and visitors; and

**WHEREAS**, through the North Jersey Transportation Planning Authority’s FY2022 *Complete Streets Technical Assistance Program*, Sustainable Jersey will coordinate and the Voorhees Transportation Center at Rutgers University will provide planning-level technical assistance services to municipalities for a specific project related to advancing a complete streets initiative in their communities; and

**WHEREAS**, although no direct funding is provided, selected municipalities will receive free direct technical assistance services to complete a specific task related to advancing a complete streets initiative in their communities.

**THEREFORE, BE IT RESOLVED** the Municipal Council of the City of Asbury Park authorizes the City Manager to submit an application to the ***Complete Streets Technical Assistance Program*** to receive free direct technical assistance services to complete a specific task related to advancing complete streets, and also commits pertinent municipal staff to coordinate and collaborate with Sustainable Jersey, Voorhees Transportation Center and the North Jersey Transportation Planning Authority to support the successful and timely delivery of technical assistance services.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-130 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 23rd DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-131**

Tax Collector to bill for open charges at the following addresses- 12 Avenue A, 14 Avenue A, 16 Avenue A,





## RESOLUTION NO. 2022-131

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

### RESOLUTION TO BACK BILL SEWER CHARGES ON VARIOUS ACCOUNTS

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

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

**WHEREAS**, the Tax Collector requests to bill open charges for various accounts that were not billed in error; and

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

1. Bill open charges in the amount of \$1,271.95 for 133,000 gallons for 2020 Q1 through 2022 Q1 onto account #10506501-0, 12 Avenue A, assessed to Monmouth Housing Alliance, Inc and make due on February 1, 2023.
2. Bill open charges in the amount of \$1,242.90 for 126,000 gallons for 2020 Q1 through 2022 Q1 onto account #10506250-0, 14 Avenue A, assessed to Floyd M. Foster Jr. and make due on February 1, 2023.
3. Bill open charges in the amount of \$1,201.40 for 116,000 gallons for 2020 Q1 through 2022 Q1 onto account #10506006-0, 16 Avenue A, assessed to Annette & Orlando Figueroa and make due on February 1, 2023.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-131 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 24th DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-132**

Refund overpayment of property taxes \$ 3,617.41 for a property located at 428 Main Street.



## RESOLUTION NO. 2022-132

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

### **RESOLUTION TO REFUND OVERPAID PROPERTY TAXES FOR PROPERTY LOCATED AT 428 MAIN STREET BLOCK 2506 LOT 10**

**WHEREAS**, Hardware Enterprises LLC, has made an erroneous duplicate payment on property taxes, creating an overpayment in the amount of \$3,617.41; and

**WHEREAS**, the Tax Collector has been requested to refund block and lot 2506/10 in the amount of \$3,617.41 for the credit applied to the 1<sup>st</sup> quarter of 2022 that was paid by Hardware Enterprises LLC, who has provided documented proof of payment; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of property taxes in the amount of \$3,617.41 for the 1<sup>st</sup> quarter of 2022 to Hardware Enterprises LLC.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-132 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 24th DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-133**

PILOT Agreement has been terminated with the NJ State Department of Treasury and charges need to be removed from this property located at 630 Bangs Avenue.



## RESOLUTION NO. 2022-133

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

### **RESOLUTION TO CANCEL PILOT BILLING BLOCK 2509 LOT 1 (630 BANGS AVENUE)**

**WHEREAS**, the City of Asbury Park entered into a Payment in Lieu of Tax Agreement (PILOT) with the New Jersey Economic Development Authority for the property located at 630 Bangs Avenue (Block 2509 Lot 1) on January 20, 2000; and

**WHEREAS**, the PILOT agreement was terminated on August 31, 2020 when the property was conveyed to the New Jersey State Dept of Treasury.

**WHEREAS**, the property has been billed a total of \$86,228.65 for 2020; and

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

**WHEREAS**, the Tax Collector is requesting to cancel the remaining charges for the 2020 tax year in the amount of \$43,114.32 and make the appropriate adjustment; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to cancel 2020 PILOT charges in the amount of \$43,114.32 for 630 Bangs Avenue, Block 2509 Lot 1.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-133 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 24th DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
RESOLUTION SUMMARY

**2022-134**

Appointing Debra Esola, to Mayor's Wellness Committee for 2022



## RESOLUTION NO. 2022-134

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

### **RESOLUTION APPROVING APPOINTMENTS TO THE MAYOR'S WELLNESS COMMITTEE**

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

**WHEREAS**, the purpose(s) of the Committee shall be to provide a community initiative to champion healthy and active living within the City of Asbury Park and improve overall health within the community; and

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

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

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

**WHEREAS**, the terms of the Committee members shall be for January 1, 2022 and expire December 31, 2022; and

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

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

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



1. A “Mayor’s Wellness Committee” is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:
 

| <u>Appointee</u> | <u>Term to Expire</u> |
|------------------|-----------------------|
| Debra Esola      | 12/31/2022            |
3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-134 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

CERTIFIED BY ME THIS 24th DAY OF February, 2022.

MELODY HARTSGROVE  
CITY CLERK



# Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

3.C.14.a

Submitted On:  
February 22, 2022 1:34pm  
America/New\_York

|                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board, committee or commission you are applying for?                                                                                                  | Wellness Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Name                                                                                                                                                  | Debra<br>Esola                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Do you reside within the City of Asbury?                                                                                                              | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Address                                                                                                                                               | 1504 3rd Ave<br>Asbury Park<br>NJ<br>07712                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Phone number                                                                                                                                          | 7325807734                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Email                                                                                                                                                 | esolafitness@gmail.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Are you 18 years of age or older?                                                                                                                     | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve) | New York Division of Youth-(group home recreation)<br>Freehold Borough PTO<br>Freehold Borough Recreation Commission<br>Freehold Borough Board Of Education<br>My passion in life has always been athletics and fitness, I began running in NYC at the age of 1. I played high school and college basketball (SUNY ALBANY). I learned to surf at the age of 40 and at 45 started boxing. (I currently train women in fitness boxing) At 50+ I started powerlifting and currently still hold state records. I am certified by NASM as a personal trainer and corrective exercise specialist, by TRX as a trainer and hold a nutrition coaching certification from Precision Nutrition. Two years ago I began a second career and opened Esola Strength and Fitness. My business mission is to teach people how to exercise and to find fun in fitness. I have always been civic minded and believe as a resident of any community it is a responsibility to contribute. I would be thrilled to use my experience in the fitness industry (including 35 years in the athletic apparel and footwear industry) to help promote health and fitness within our community. |
| Education                                                                                                                                             | SUNY ALBANY, Bachelor of Arts 1986<br>NASM CPT<br>NASM CES<br>Precision Nutrition, Certified Health Coach<br>TRX, Certified Instructor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Upload resume                                                                                                                                         | https://seam.ly/T1Gka6wu<br>Esola Strength And Fitness.doc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Do you have any conflicts you may have if chosen to serve?                                                                                            | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Signature Data                                                                                                                                        | First Name: Debra<br>Last Name: Esola<br>Email Address: esolafitness@gmail.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

Attachment: Debra Esola-Wellness 2.22.2022 (2022-134 : Mayor's Wellness Committee Appointments)

*Debra Esola*

Signed at: February 22, 2022 1:34pm America/New\_York



**Asbury Park, New Jersey  
ORDINANCE NO. 2022-1**

**AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 13-302.11,  
ENTITLED “SNOW REMOVAL,” OF ARTICLE 13-300 “GENERAL  
REQUIREMENTS,” OF PART 1 “PROPERTY MAINTENANCE CODE,” OF  
CHAPTER 13 “PROPERTY IMPROVEMENT AND NEIGHBORHOOD  
PRESERVATION – PROPERTY MAINTENANCE CODE,” OF “THE CODE OF THE  
CITY OF ASBURY PARK.”**

**WHEREAS**, the City of Asbury Park (the “City”) previously established Section 13-302.11, entitled “Snow Removal,” of Article 13-300 “General Requirements,” of Part 1 “Property Maintenance Code,” of Chapter 13 “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of “The Code of the City of Asbury Park, New Jersey” (also referenced as the “City Code”); and

**WHEREAS**, the Mayor and Council wish to update Section 13-302.11 of the City Code, in accordance with the provisions set forth herein.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Section 13-302.11, entitled “Snow Removal,” of Article 13-300 “General Requirements,” of Part 1 “Property Maintenance Code,” of Chapter 13 “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of “The Code of the City of Asbury Park, New Jersey” is hereby amended and supplemented as follows (additions are shown with underline, deletions are shown with ~~strikethrough~~):

Chapter 13. Property Improvement and Neighborhood Preservation - Property Maintenance Code <<https://ecode360.com/print/AS4053?guid=34671515>>

Part 1. PROPERTY MAINTENANCE CODE  
<<https://ecode360.com/print/AS4053?guid=34671515>>

Article 13-300. General Requirements <<https://ecode360.com/print/AS4053?guid=34671515>>

§ 13-302.11. Snow Removal. <<https://ecode360.com/print/AS4053?guid=34671515>>

~~All snow shall be removed within 24 hours from the termination of the snow event and within 48 hours if a State of Emergency has been declared. No snow shall be deposited within the Right-of-Way or within a City owner roadway or alley.~~



The owner(s) or tenant(s) of premises abutting or bordering upon any street, roadway, alleyway or lane in the City of Asbury Park shall remove all snow or ice from the abutting sidewalks of such streets. In the case of ice which may be so frozen as to make removal impractical, the owner(s), occupant(s) or tenant(s) shall cause the same to be thoroughly covered with sand, salt or cinders. Removal of snow and ice, or treatment of ice where required, shall be done within twelve (12) hours of daylight after snow falls or ice is formed on said sidewalks. In the event of a declared State of Emergency by the Federal Government, Governor or the City, the removal of snow and ice shall be completed within twenty-four (24) hours.

**BE IT FURTHER ORDAINED**, all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

**BE IT FURTHER ORDAINED**, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2022-1 which was finally adopted by the City Council at a meeting held on the 23rd day of February, 2022

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MELODY HARTSGROVE  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Wednesday, February 23, 2022  
REGULAR MEETING

---

**Executive Session - 3:00 p.m.**

2022-120 Resolution Authorizing a meeting which excludes the public

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                           |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                        |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                        |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Jesse Kendle                                         |

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

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

Special Event Applications

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

## **ITEMS TO BE PRESENTED:**

### **1. Garden State Film Festival 20th Anniversary**

Founder of the Garden State Film Festival, Diane Raver presented the schedule for the upcoming 20th Anniversary Garden State Film Festival.

#### **Matters from City Council**

Council member Chapman stated, tomorrow morning at 10:00 AM Yvonne Clayton and I will be hosting Coffee with a Council Person at Booskerdoo. If anyone has any questions or concerns, come by and see us there. We do this periodically, and it's always a great opportunity for us to get feedback from our residents. Additionally, Asbury Park is starting a Junior Guard program. The 6-week training program runs from June 27th through August 5th. It's open to children ages 10 to 15, free for Asbury Park residents. Registration deadline is June 15th at [www.cityofasburypark.com/juniorguard](http://www.cityofasburypark.com/juniorguard).

Council member Clayton stated, just wanted to let everyone know that the City is starting their summer hiring. If you are interested in a summer job on the beach you can go to the city website at [www.cityofasburypark.com/jobs](http://www.cityofasburypark.com/jobs) or you can call 732-502-5715.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, the only thing I have is Garden State Film Festival, if you need any information [www.gsff.org](http://www.gsff.org) Again thank you!

#### **Matters from City Manager**

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

#### **Matters from City Attorney**

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

## **PUBLIC PARTICIPATION**

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: David Vodola, Polli Schildege, Catherine Minervini, Eric Galipo, Michael Christian, and Kerry Butch all made comments about 1201 Memorial Drive redevelopment plans; Peter Sigel and Ron Simoncini made a comments about amendments to the Rent Control Ordinance; and Rita Marano made a comment about low income housing.

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

## **MINUTES**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                           |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                        |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                        |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Jesse Kendle                                         |

1. Municipal Council-Executive Meeting Feb 9, 2022 4:00 PM

2. Municipal Council - Regular Meeting - Feb 9, 2022 6:00 PM

### **INDIVIDUAL RESOLUTIONS**

2022-121 Resolution Approving Special Event Applications

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

2022-122 Resolution Approving Payment of Bills

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

2022-123 Resolution Amending Temporary Budget Appropriations for 2022 Budget

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

2022-124 Resolution Authorizing the City of Asbury Park to Enter into a Lease Agreement with New Cingular Wireless PCS, LLC

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

2022-125 Resolution Authorizing the Award of a Contract for the Kennedy Park Concession



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

2022-126 Resolution Authorizing the Purchase of RBC (Rotating Biological Contractor) Fiberglass Rods Needed at the Sewer Plant

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

2022-127 Resolution Authorizing the Replacement of the Electric Control Cabinet at Asbury Avenue & Memorial Drive

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

2022-128 Resolution Authorizing a Pilot Study for Bacteria Treatment at the Waste Water Treatment Plant

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

2022-129 Resolution Authorizing the Purchase of Traffic Light Controllers

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                           |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                        |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                        |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Jesse Kendle                                         |

2022-130 Resolution Authorizing an Application to the Complete Streets Technical Assistance Program

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

2022-131 Resolution to Back Bill Sewer Charges on Various Accounts

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                           |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                        |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                              |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Jesse Kandle                                         |

2022-132 Resolution to Refund Overpaid Property Taxes for Property Located at 428 Main Street Block 2506 Lot 10

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                           |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                        |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                        |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Jesse Kandle                                         |

2022-133 Resolution to Cancel PILOT Billing Block 2509 Lot 1 (630 Bangs Avenue)

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                           |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                              |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                        |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Jesse Kandle                                         |

2022-134 Resolution Approving Appointments to the Mayor's Wellness Committee

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                           |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                        |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                              |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Jesse Kandle                                         |

## **ORDINANCES**

### **Second Reading/Public Hearing**

2022-1 An Ordinance Amending and Supplementing Section 13-302.11, Entitled “Snow Removal,” Of Article 13-300 “General Requirements,” Of Part 1 “Property Maintenance Code,” Of Chapter 13 “Property Improvement and Neighborhood Preservation – Property Maintenance Code,” Of “The Code of The City of Asbury Park.”

A motion to open 2022-1 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All in favor. No members of the public spoke.

A motion to close 2022-1 was made by Mayor Moor and seconded by Council member Chapman.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                           |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                        |
| <b>SECONDER:</b> | John Moor, Mayor                                     |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Jesse Kandle                                         |

## **ADJOURNMENT**

The meeting was adjourned at 6:50 PM

A motion to close the meeting was made by Council member Chapman and seconded by Deputy Mayor Quinn. All in favor.  
Meeting was adjourned at 6:50 PM

Respectfully submitted by:

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Melody Hartsgrove, Deputy City Clerk