



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

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

2022-152 Resolution Authorizing a meeting which excludes the public

A. Litigation

1. Mount Laurel Declaratory Lawsuit

B. Contract Negotiations

1. 903 Emory Street
2. 1001 First Avenue
3. Redevelopment Agreements- Various Properties

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, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Events:

Items to be Presented:

1. Presentation of proposed development of Block 3103 Lot 1 (40 Lake Avenue) by Toll Brothers, LLC
- Matters from City Council

Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

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

C. Consent Agenda Resolutions

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

2022-153 Resolution Approving Special Event Applications

D. Individual Resolutions

2022-154 Resolution Approving Payment of Bills

2022-155 Resolution Amending Temporary Budget Appropriations for 2022 Budget

2022-156 Authorizing the Emergency Repairs and Maintenance as Needed at the Waste Water Treatment Plant

2022-157 Authorizing the Emergency Variable Frequency Drive (VFD) and Motor Repairs at the Waste Water Treatment Plant

2022-158 Authorizing the Emergency Purchase and Installation of Two Variable Frequency Drives (VFD's) at the Waste Water Treatment Plant

2022-171 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

2022-159 Resolution Authorizing the Purchase of 10 x 20 Shed for the Beach Department

2022-160 Resolution Authorizing Purchase of Ammunition for the Police Department

2022-161 Resolution Approving Change Order #1 for Bond Street Improvements Project

2022-162 Resolution Amending a Contract with Warshauer Electric Supply for the Purchase of Lights Needed at Library Park

- 2022-163 A Resolution Amending Resolution 2021-369 and Accepting a Grant From The Hazardous Discharge Site Remediation Fund Public Entity Program Through The New Jersey Economic Development Authority And The New Jersey Department of Environmental Protection For 101-103 Lake Court a.k.a. Springwood Park
- 2022-164 Resolution Authorizing a Professional Services Contract to Arcari & Iovino for Architectural Services for the Transportation Center Renovation
- 2022-165 Resolution Authorizing a Professional Services Contract to JP Monzo for Financial Analysis Consulting Services
- 2022-166 Authorizing a Professional Services Contract to ENGenuity Infrastructure for Location Plans and Preparation of Bid Specifications for Two's Portland Loo's
- 2022-167 Resolution Authorizing Refunds on Subsequent Residential Sewer Payments in Accordance with P.L. 2021
- 2022-168 Resolution Authorizing the Mayor & City Council to Execute a Subordination of Mortgage for Melvin and Barbara Daniels for Property Located at 1308 Fourth Avenue Asbury Park
- 2022-169 Resolution of the City of Asbury Park Authorizing The Execution Of a Redevelopment And Acquisition Agreement With Veterans Relocation Project LLC, With Respect To Certain Property Identified As 41 And 45 Borden Avenue Within The S.T.A.R.S. Redevelopment Area
- 2022-170 Resolution of Support Authorizing the Sustainable Jersey 2022 EDF Climate Corps Program Application

E. Ordinances

1. Introduction

- 2022-3 An Ordinance Amending and Supplementing The “Code of The City of Asbury Park, New Jersey,” In Order to Establish A New Chapter 17 Thereof, Entitled “Communication Facilities Right-Of-Way Permits” To Provide for The Regulation of Small Cell Wireless Facilities Within the Municipal Rights-Of-Way.

F. Adjournment

**RESOLUTION NO. 2022-152****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 March 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:

A. Litigation:

1. Mount Laurel Declaratory Lawsuit

B. Contract Negotiations:

1. 903 Emory Street
2. 1001 First Avenue
3. Redevelopment Agreements- Various Properties

C. Attorney-Client:

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 3/24/2022

MELODY HARTSGROVE
CITY CLERK

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

Technical Review Committee

To: Mayor and Municipal Council

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

CC: Joseph Maraziti, Esq., Redevelopment Counsel
Andrew Karas, Esquire, Attorney for applicant

Date: March 17, 2022

Re: TRC Review- January 6 and February 17, 2022 meetings
Block 3103 Lot 1
40 Lake Avenue
Asbury Park, New Jersey
SITE PLAN CONCEPTIAL REVIEW
Toll Brothers

The proposed project is a 62-unit multifamily condominium development, consisting of two, three-story buildings and three, four-story buildings on an approximately 106,000 sq. ft. tract of land. The property consists of the entire Block 3103, located on Cookman Avenue, Heck Street, Lake Avenue and Grand Avenue. Twenty-six (26) units will front on Lake Avenue in 2 three story buildings and 36 units will front on Cookman Avenue in four story buildings. The proposed units will vary from 2- to 4-bedrooms and range in size from 1,635 sf to 2,108 sf. A total of 127 parking spaces are proposed, all within individual unit garages and on driveway pads. It was testified to that there will be EV/EV ready parking, in accordance with the new state of New Jersey mandated requirements.

Vehicle access is by two way driveways with access on Grand Avenue and Heck Street frontages. An elevated boardwalk runs along the front of the two sets of buildings which will face Lake Avenue, and connects to a large outdoor seating area in the southeast corner of the property.

The majority of this property lies below the 100 year flood elevation of Wesley Lake. Because of the building restrictions in a flood plain the buildings will be elevated from the ground on piles.

The elevation of the Lake Avenue frontage has a grade change of four feet from sidewalk to front door elevation. The elevation of the Cookman Avenue frontage has a grade change 2 feet of elevation from sidewalk to front door elevation. The ground cannot be sloped to mitigate the dramatic grade change per DEP regulations, but can add landscaping to mitigate the look of the building being on stilts. Because of the FEMA floodplain and the grade change, the walkway to the units on Lake Avenue is an elevated boardwalk with limited points of entry from the adjacent sidewalk, but with full access from the proposed dwellings that abut the boardwalk.

There will be meters for water on the sides of the buildings. The sanitary sewer will use existing manholes and stubs. A pervious paver system will be utilized on the property to maximize infiltration of stormwater.

There are ninety-eight (98) off-street parking spaces. There will be 2 parking spaces each for the 3 story units, and 3 spaces each for the 2 story units, exceeding the plan requirements. Dwelling units will have Individual doors and small storage areas. Sprinkler rooms are at the end of a group of units. The grade goes up as you move east on Cookman necessitating higher elevation of stoops. The handrail of the boardwalk will be lowered to the 36 inches along Lake Avenue. Lighting will be located at the roof, site, and boardwalk area. The lighting at the boardwalk will be low level lighting.

The building's exterior materials include board and batten siding, shiplap siding and cementitious panels on the bays. Windows are operable casement-style. Balconies have horizontal railings and composed of cable railing and glass. Stairs are cast concrete. Balcony doors will be swing doors with window dividers. Softer materials and colors were selected to ensure a more residential feeling. The buildings are shades of gray. The applicant agreed to revisit the color palate and add some color into the façade to further articulate individual units.

The design intent is to bridge the architecture from the west to the east. It was determined that despite brick being a dominant material on Cookman Avenue that it should not be introduced in this project. The boardwalk is composed of a composite wood material. The applicant added more windows to the side elevations and changed the orientation of the entrances to the side streets. The HVAC condensers will not visible from street.

It was requested that the applicant explore a greater mix of unit types. Because of the constraints of the site, the applicant has chosen to limit the design to townhouses of 2-4 bedrooms.

The applicant has agreed to landscape the walkways by the park because of potential negative impacts from headlights. A small green area is provided for each unit. There is a small open space on Heck street for residents to enjoy with moveable type furniture. Street benches and bike racks are part of the plan.

The project meets all the parking, bulk and height requirements of the redevelopment plan, but requires design exceptions

Design Context – the buildings proposed is not one of the styles listed in the plan, material of decks and location of decks, window type and configuration, building articulation, balcony style.

The applicant does not believe that the elevated walkway meets the definition of deck and is actually a walkway.

The TRC has the following recommendations for the project:

The corner units facing the park should have a front-facing façade oriented to face the park and more fenestration. This recommendation was fulfilled by the applicant.

There should be more articulation in the facades, to ensure the complex should not read as a monolith, but establish more granularity within the street-facing facades. The applicant has agreed to add more color to the façade.

The driveway apron should be on Cookman Avenue. The flood elevation of the site prevents fulfillment of this request.

The driveway should be a one way to mitigate headlight glare. The applicant agreed to look into this request.

There should be greenery at the stoops and landscaping to mitigate the grade changes of building to street. The applicant agreed to look into this request.

The boardwalk needs more points of access. The applicant did not agree to this request.

It is recommended that less lawn be used. More native plants shall be incorporated into the design and the birch trees should be replaced with more substantial trees appropriate to a street. The recommendation was agreed to by the applicant.

Open space design can be further developed at a more detailed scale than that which was shown. The applicant agreed to this request

Walkways should be widened to a minimum of four feet. The applicant fulfilled this request.

The sidewalk on Heck Street should be the same width as the sidewalk on the opposite side of the street. The applicant agreed to this request.

Street lighting in area needs to be upgraded. The applicant has agreed to this request.

Consider creation of curb extensions where feasible, subject to the City requirements, to minimize pedestrian crossing distances at abutting intersections, particularly at Grand Avenue. The applicant agreed to look into this request, however the design guidelines of the plan may not permit this addition.

The DEP representatives at the meeting made comments in regards to their review of the project in relation to the CAFRA permit. A driveway entrance on Lake Avenue driveway is not permitted. Net fill will not be permitted. The DEP prefers an open bottom. The project needs collective flood storage volumes, effective flood storage volume and to demonstrate flood storage volume compensation. The property cannot have storm trap with weep holes. The property also needs an approval from water quality. Under drained pipe underneath.

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

Memo

To: Mayor and Municipal Council
From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment
CC: Joseph Maraziti, Esq., Redevelopment Counsel
Andrew Karas, Esquire, Attorney for applicant
Date: March 17, 2022
Re: Review of
Block 3103 Lot 1
40 Lake Avenue
Asbury Park, New Jersey
SITE PLAN CONCEPTIAL REVIEW
Toll Brothers

Project Description

The proposed project is a 62-unit multifamily condominium development, consisting of two, three-story buildings and three, four-story buildings on an approximately 106,000 sq. ft. tract of land. The property consists of the entire Block 3103, located on Cookman Avenue, Heck Street, Lake Avenue and Grand Avenue. Twenty-six (26) units will front on Lake Avenue in 2 three story buildings and 36 units will front on Cookman Avenue in four story buildings. The proposed units will vary from 2- to 4-bedrooms and range in size from 1,635 sf to 2,108 sf. A total of 127 parking spaces are proposed, all within individual unit garages and on driveway pads. It was testified to that there will be EV/EV ready parking, in accordance with the new state of New Jersey mandated requirements.

Vehicle access is by two way driveways with access on Grand Avenue and Heck Street frontages. An elevated boardwalk runs along the front of the two sets of buildings which will face Lake Avenue, and connects to a large outdoor seating area in the southeast corner of the property.

The majority of this property lies below the 100 year flood elevation of Wesley Lake. Because of the building restrictions in a flood plain the buildings will be elevated from the ground on piles.

The elevation of the Lake Avenue frontage has a grade change of four feet from sidewalk to front door elevation. The elevation of the Cookman Avenue frontage has a grade change 2 feet of elevation from sidewalk to front door elevation. The ground cannot be sloped to mitigate the dramatic grade change per DEP regulations, but can add landscaping to mitigate the look of the building being on stilts. Because of the FEMA floodplain and the grade change, the walkway to the units on Lake Avenue is an elevated boardwalk with limited points of entry from the adjacent sidewalk, but with full access from the proposed dwellings that abut the boardwalk.

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The design intent is to bridge the architecture from the west to the east. It was determined that despite brick being a dominant material on Cookman Avenue that it should not be introduced in this project. The boardwalk is composed of a composite wood material. The applicant added more windows to the side elevations and changed the orientation of the entrances to the side streets. The HVAC condensers will not visible from street.

The applicant has agreed to landscape the walkways by the park because of potential negative impacts from headlights. A small green area is provided for each unit. There is a small open space on Heck street for residents to enjoy with moveable type furniture. Street benches and bike racks are part of the plan.

Purpose of Redevelopment Entity Meeting

Pursuant to the Waterfront Redevelopment Plan:

"All construction projects within the redevelopment area shall receive comments from the TRC prior to submission to the Mayor and Council acting as Redevelopment Agency for the City. Upon conceptual approval by the City of Asbury Park, the Mayor

and Council, acting as the Redevelopment Authority, the matter shall then be submitted to the Planning Board for preliminary and final site plan approval, pursuant to statute.”

Therefore, the Mayor and Council must review the project concept for general consistency with the tenants contained within the Waterfront Redevelopment Plan. Detailed site plan review will take place at the Planning Board level.

Zoning Considerations

The project meets all the parking, lot size and bulk and height requirements of the redevelopment plan, but requires design exceptions

The following are the design exceptions of the design requirements of the redevelopment plan: the buildings proposed are not one of the styles listed in the plan; material of decks and location of decks; window type and configuration; building articulation; and balcony style.

The applicant does not believe that the elevated walkway meets the definition of deck and is actually a walkway. In reality, parts of it do meet the definition and the part that is away from the building does not. Nonetheless, the exception for the material to be composite rather than wood will not have a detrimental impact to the property.

The building is in a unique placement in the waterfront area where it is closer to the CBD than the waterfront. The design is a modern townhouse design. The design doesn't speak to the redevelopment plan, but is not architecturally disharmonious to the area. The other design waivers are associated with the modern design.

TRC Comments and Recommendations

The corner units facing the park should have a facing side to the park and more fenestration. This recommendation was fulfilled by the applicant.

There should be more articulation in the facades, to ensure the complex should not read as a monolith, but establish more granularity within the street-facing facades. The applicant has agreed to add more color to the façade.

The driveway apron should be on Cookman Avenue. The flood elevation of the site prevents fulfillment of this request.

The driveway should be a one way to mitigate headlight glare. The applicant agreed to look into this request.

There should be greenery at the stoops and landscaping to mitigate the grade changes of building to street. The applicant agreed to look into this request.

The boardwalk needs more points of access. The applicant did not agree to this request.

It is recommended that less lawn be used. More native plants shall be incorporated into the design and the birch trees should be replaced with more substantial trees appropriate to a street. The recommendation was agreed to by the applicant.

Open space design can be further developed at a more detailed scale than that which was shown. The applicant agreed to this request

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Street lighting in area needs to be upgraded. The applicant has agreed to this request.

Consider creation of curb extensions where feasible, subject to the City requirements, to minimize pedestrian crossing distances at abutting intersections, particularly at Grand Avenue. The applicant agreed to look into this request, however the design guidelines of the plan may not permit this addition.

The DEP representatives at the meeting made comments in regards to their review of the project in relation to the CAFRA permit. A driveway entrance on Lake Avenue driveway is not permitted. Net fill will not be permitted. The DEP prefers an open bottom. The project needs collective flood storage volumes, effective flood storage volume and to demonstrate flood storage volume compensation. The property cannot have storm trap with weep holes. The property also needs an approval from water quality. Under drained pipe underneath.

Director Comments and Recommendations

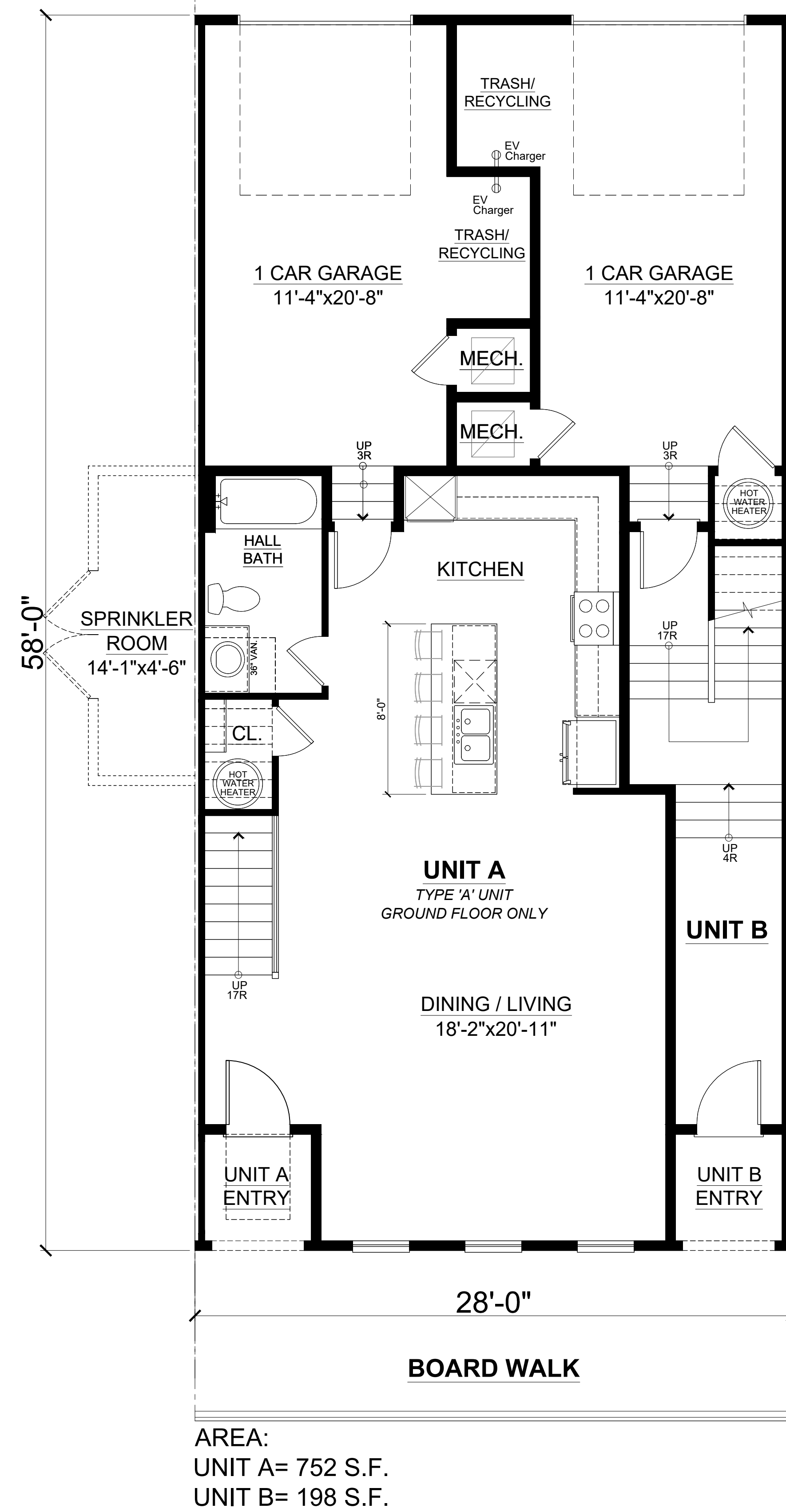
There should be greenery at the stoops and landscaping to mitigate the grade changes of building to street. The applicant agreed to look into this request.

The boardwalk needs at least one more point of access from Lake Street in order for residents to more easily get to Lake Street.

The sidewalk at Heck Street should be widened to match the opposite side of the street.

It was asked and it should be clarified, if development of this project will trigger the installation of permanent infrastructure improvements along Wesley Lake, especially replacement of the temporary lighting.

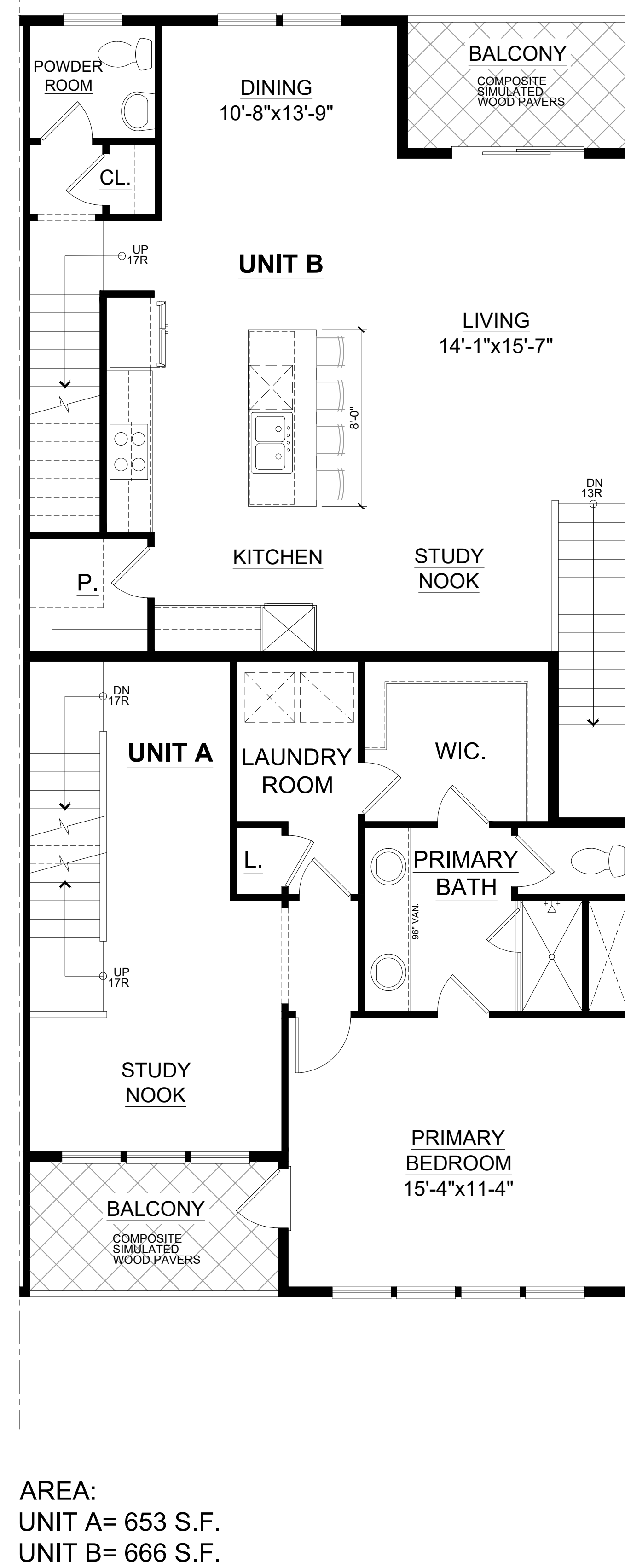
The applicant has agreed to amend the color palette of the building. Until, the Director sees the change, she cannot comment. However, theoretically she is not opposed to further building articulation since it is a design requirement of the redevelopment plan, but reserves comment until presented with the new color scheme.



FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

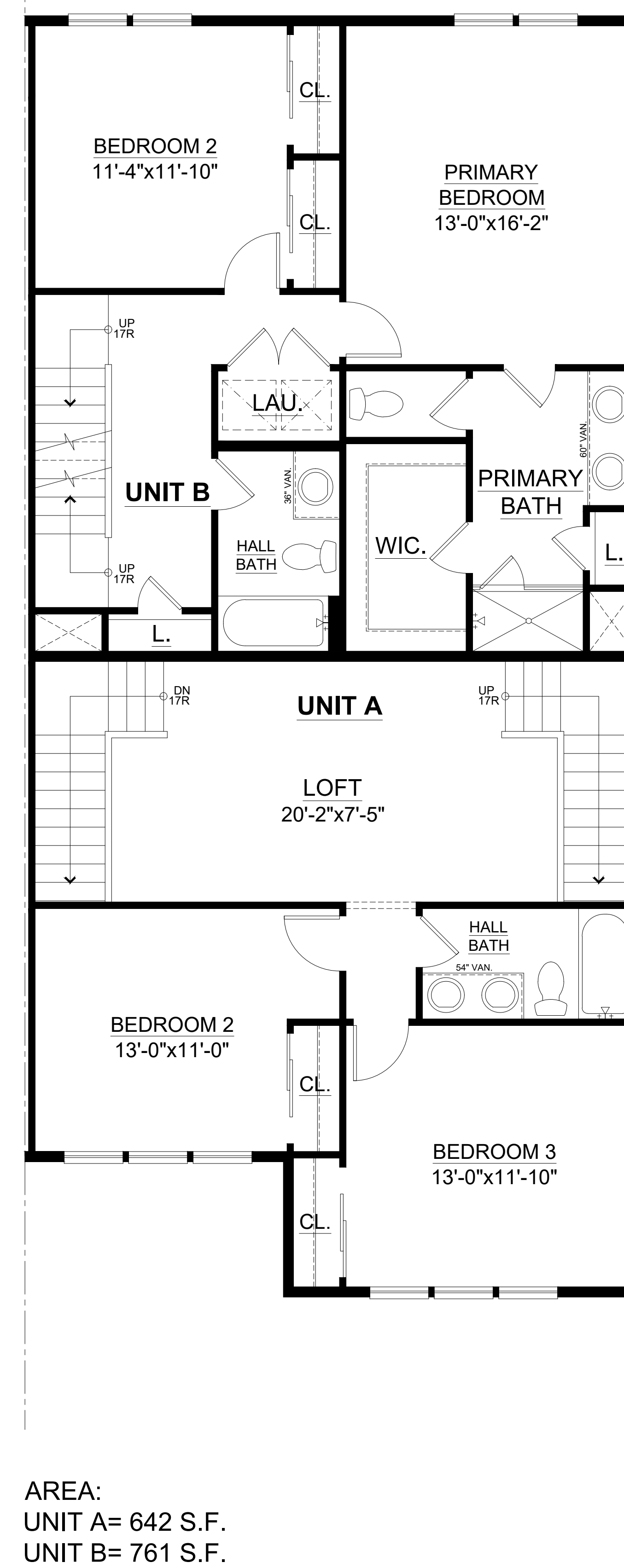
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SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

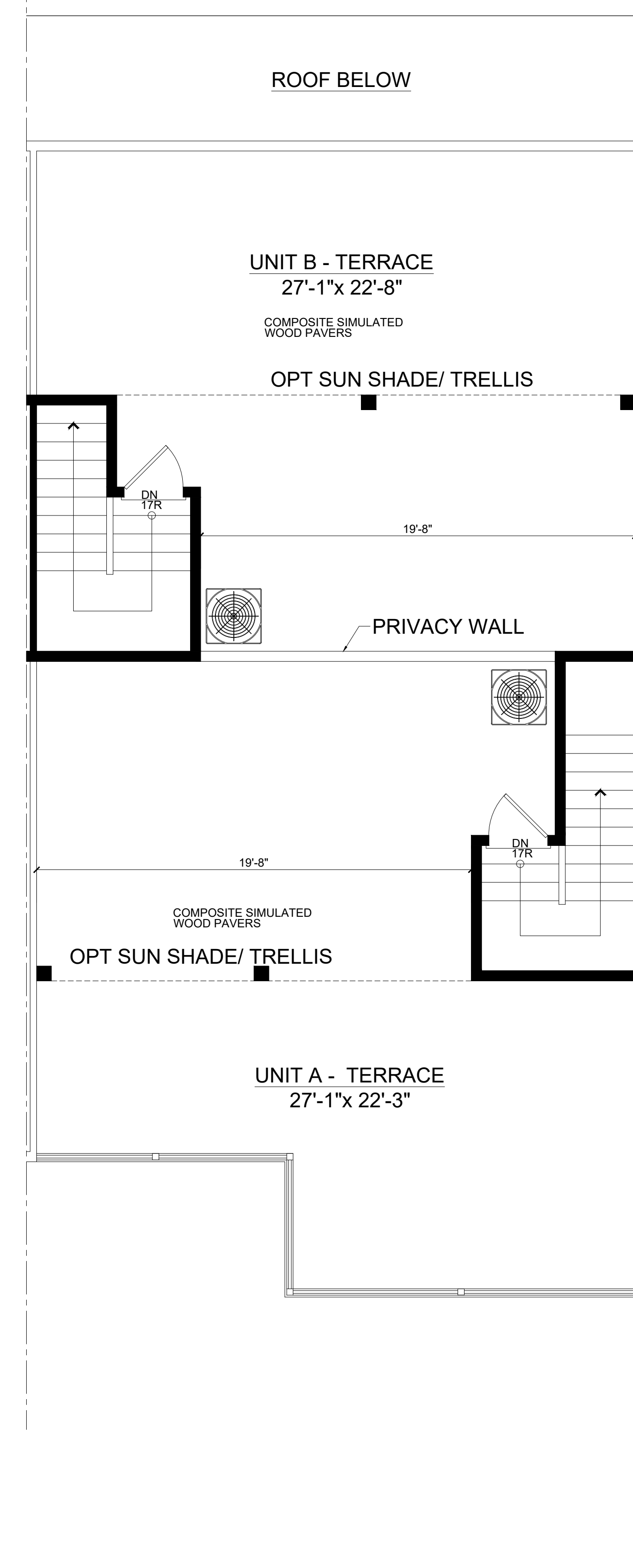
2



THIRD FLOOR PLAN

SCALE: 1/4"=1'-0"

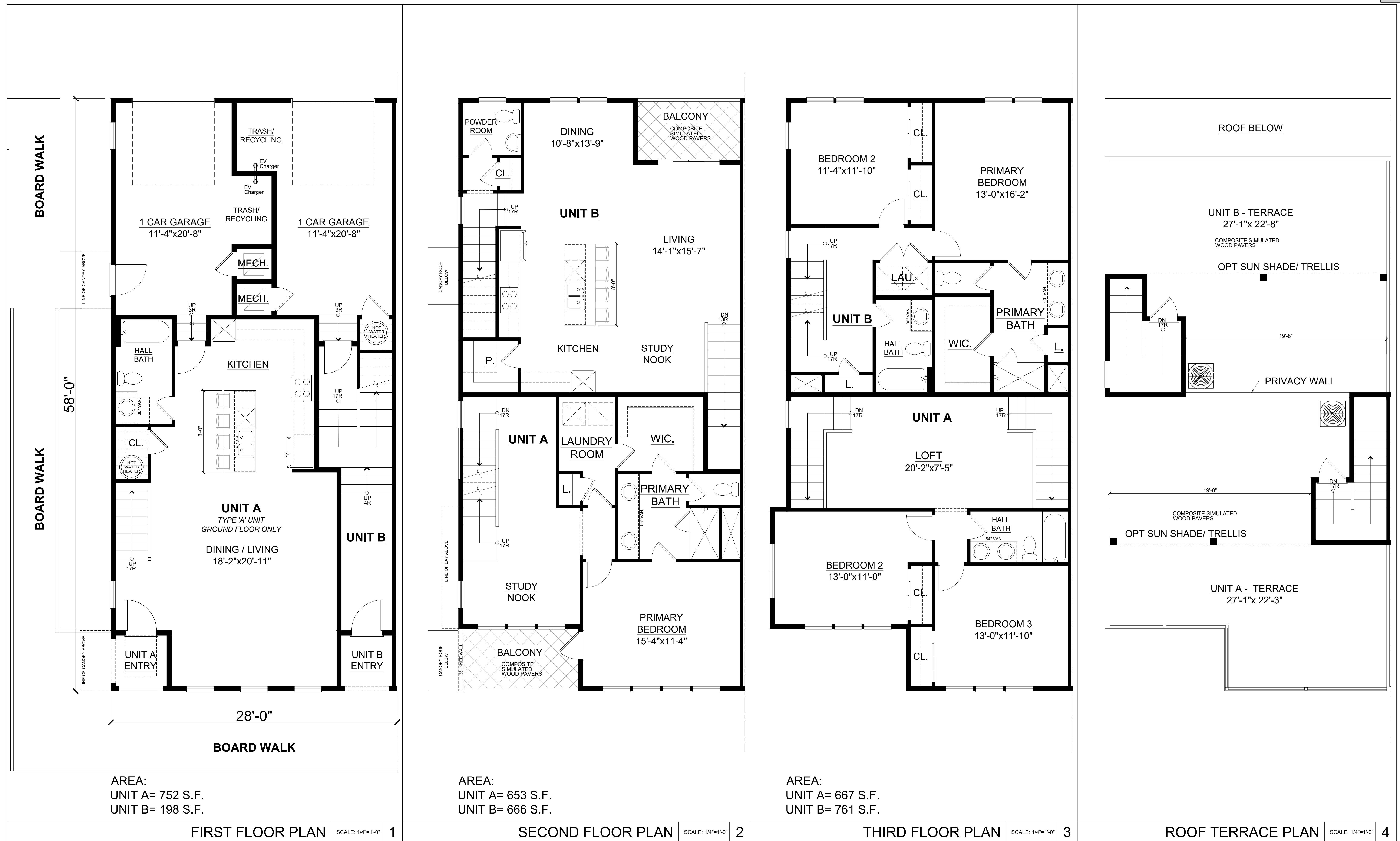
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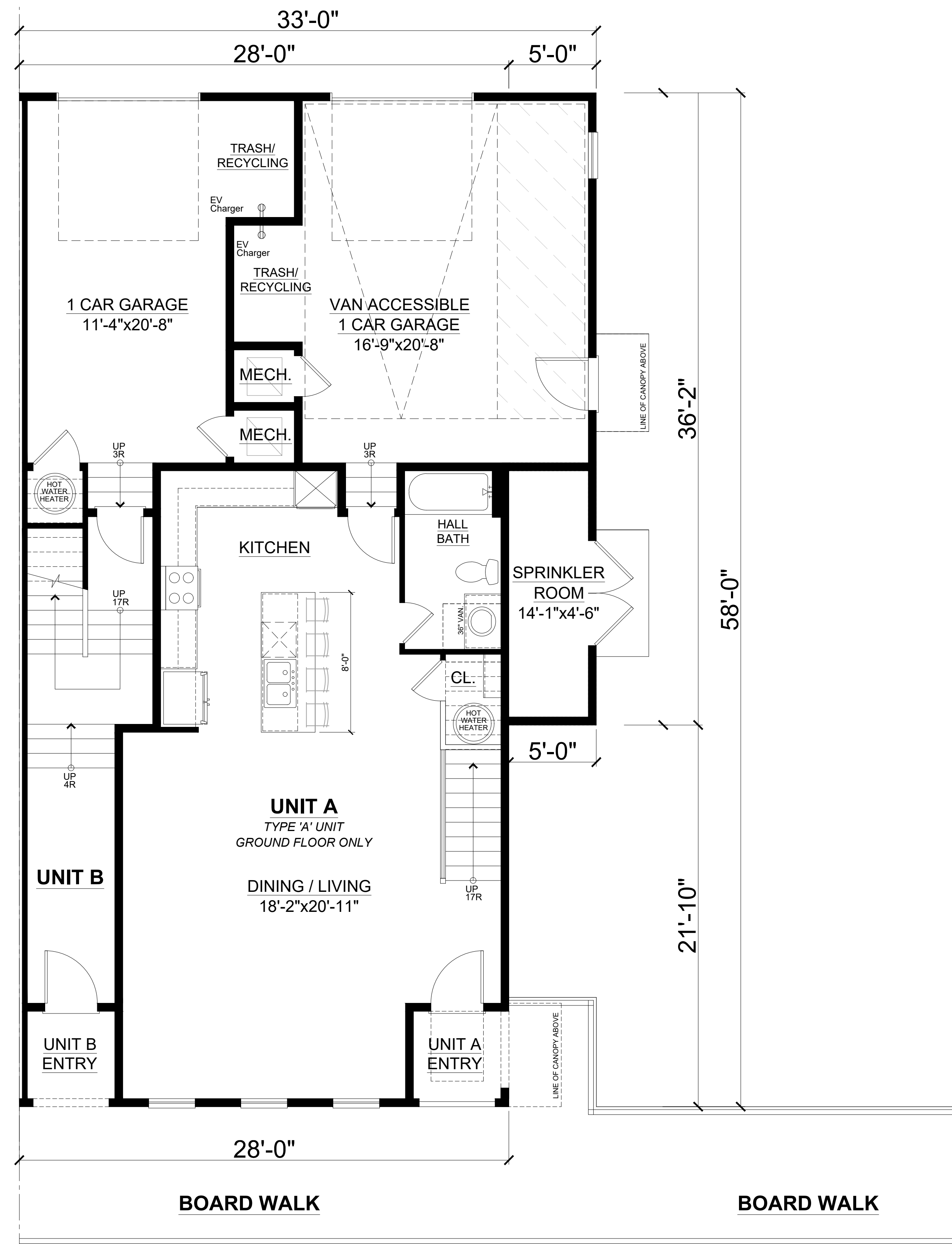


ROOF TERRACE PLAN

SCALE: 1/4"=1'-0"

4





FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

1



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SCHEMATIC DESIGN
FEBRUARY 03, 2022

UNIT A: TOTAL AREA 2,072
UNIT B: TOTAL AREA 1,625

3-STORY (BACK TO BACK) - 6 MODULE
HI VIS PLAN - HECK ST.

GRAND AVE.



7 MODULE - FRONT ELEVATION

VOIDS: 2,394 SF. SOLID: 6,692 SF.

VOID-TO-SOLID RATIO : $2,394 / 6,692 = 0.3577 \times 100 = 35.77 \%$

WINDOWS & DOORS: 2,380 SF.

FENESTRATION RATIO : $2,380 / 6,692 = 0.3556 \times 100 = 35.56 \%$



6 MODULE - FRONT ELEVATION

VOIDS: 2,052 SF. SOLID: 5,736 SF.

VOID-TO-SOLID RATIO : $2,052 / 5,736 = 0.3577 \times 100 = 35.77 \%$

WINDOWS & DOORS: 2,040 SF.

FENESTRATION RATIO: $2,040 / 5,736 = 0.3556 \times 100 = 35.56 \%$

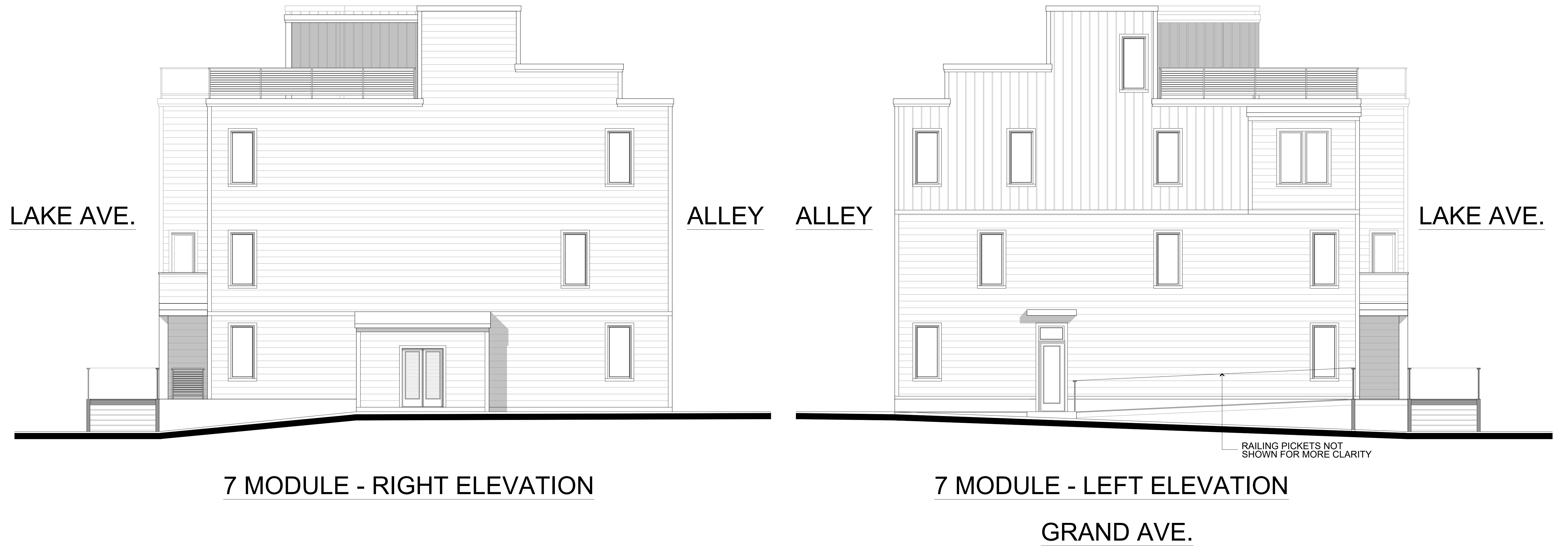


7 MODULE - REAR ELEVATION

GRAND AVE.



6 MODULE - REAR ELEVATION

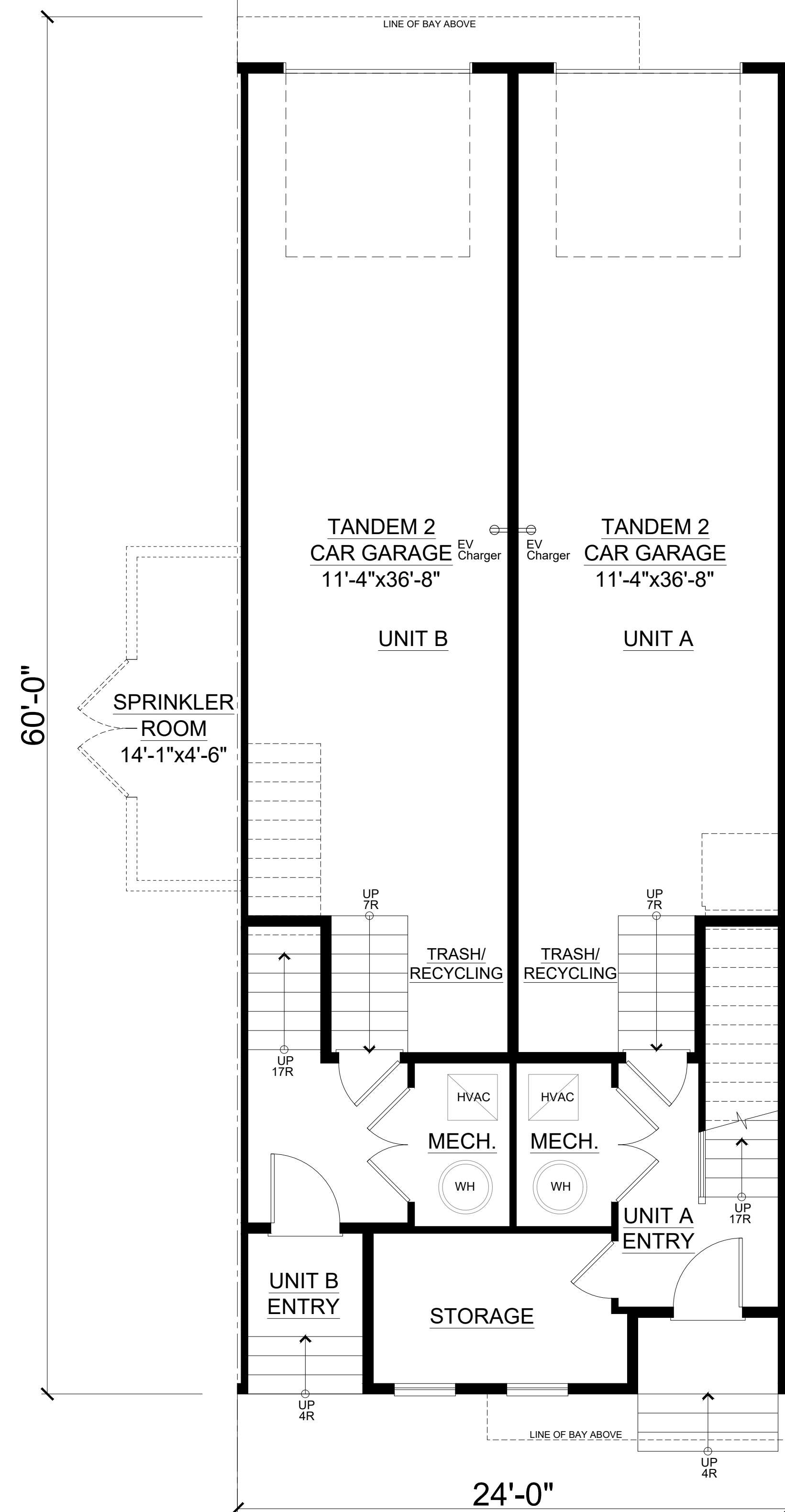




6 MODULE - RIGHT ELEVATION
HECK ST.



6 MODULE - LEFT ELEVATION

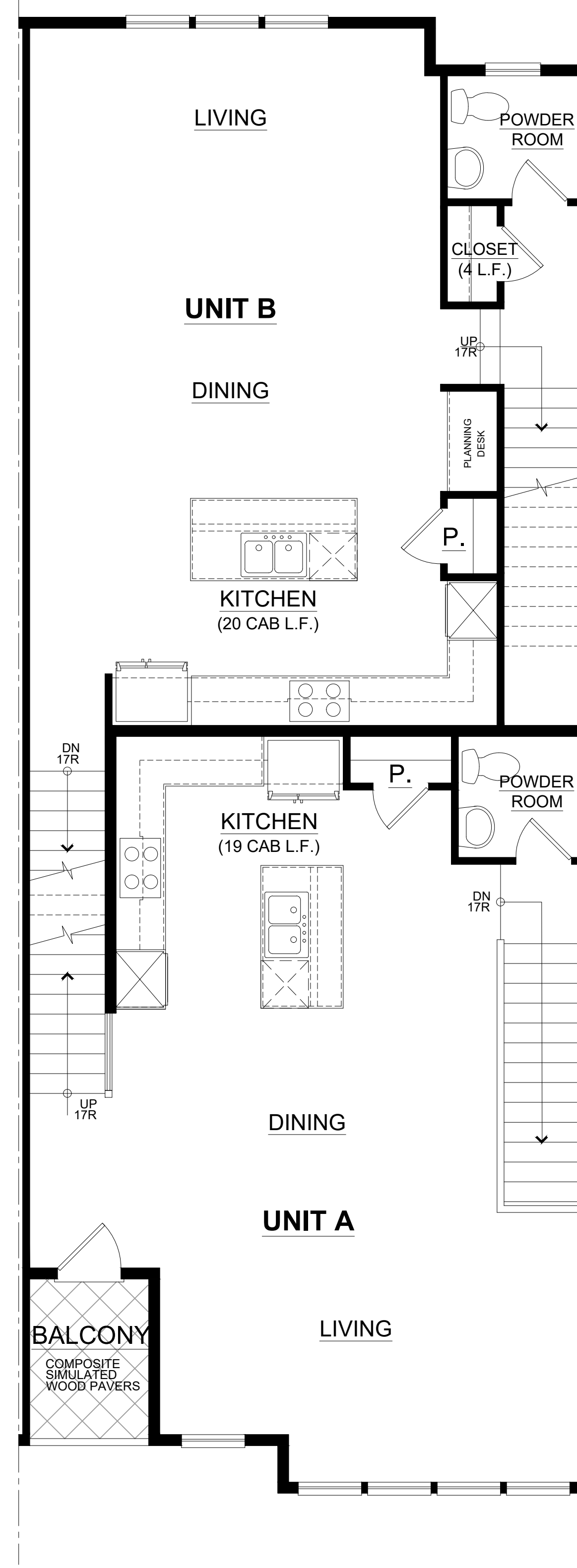


AREA:
UNIT A= 225 S.F.
UNIT B= 120 S.F.

FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

1

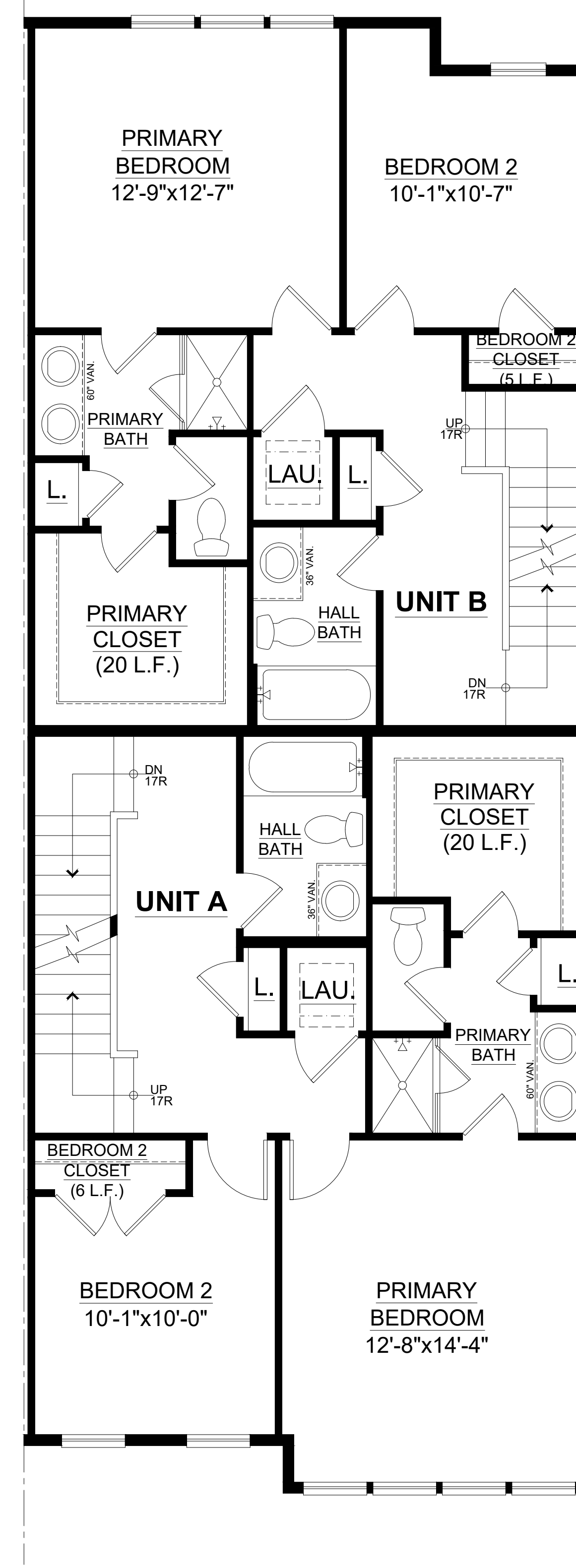


AREA:
UNIT A= 601 S.F.
UNIT B= 646 S.F.

SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

2



AREA:
UNIT A= 679 S.F.
UNIT B= 648 S.F.

THIRD FLOOR PLAN

SCALE: 1/4"=1'-0"

3



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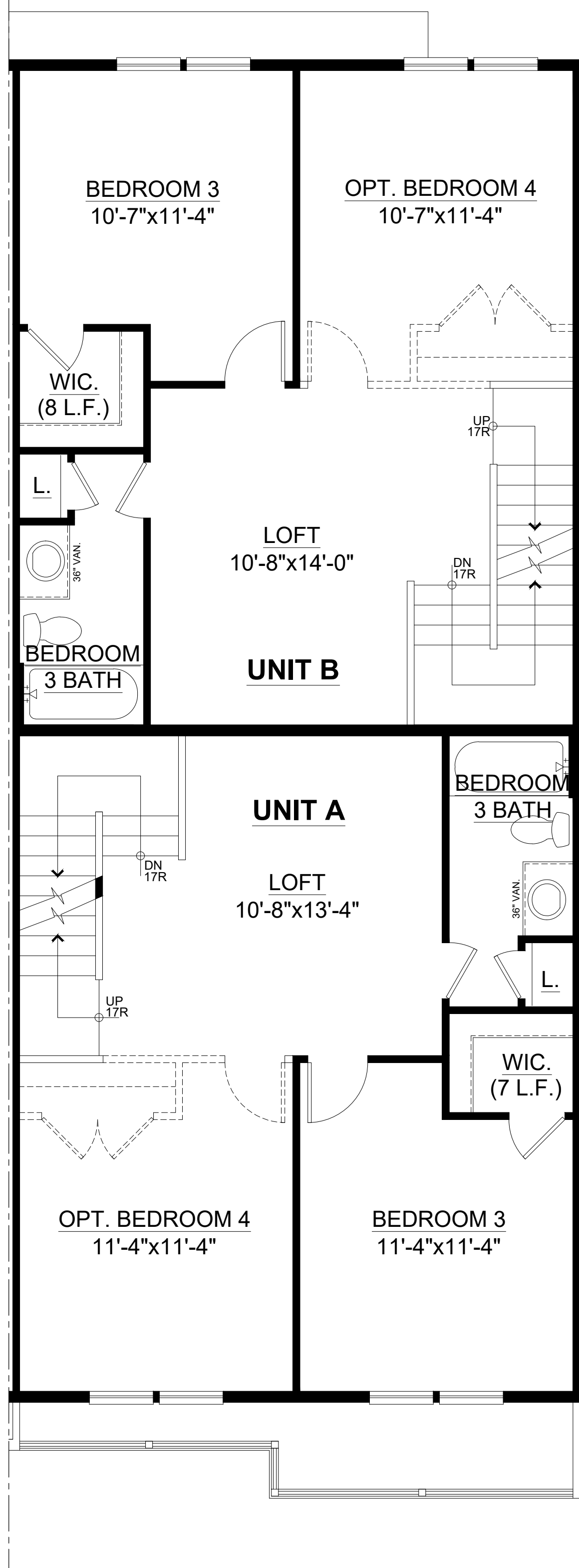
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ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN
FEBRUARY 03, 2022

UNIT A: TOTAL AREA 2,108
UNIT B: TOTAL AREA 2,013

4-STORY (BACK TO BACK)

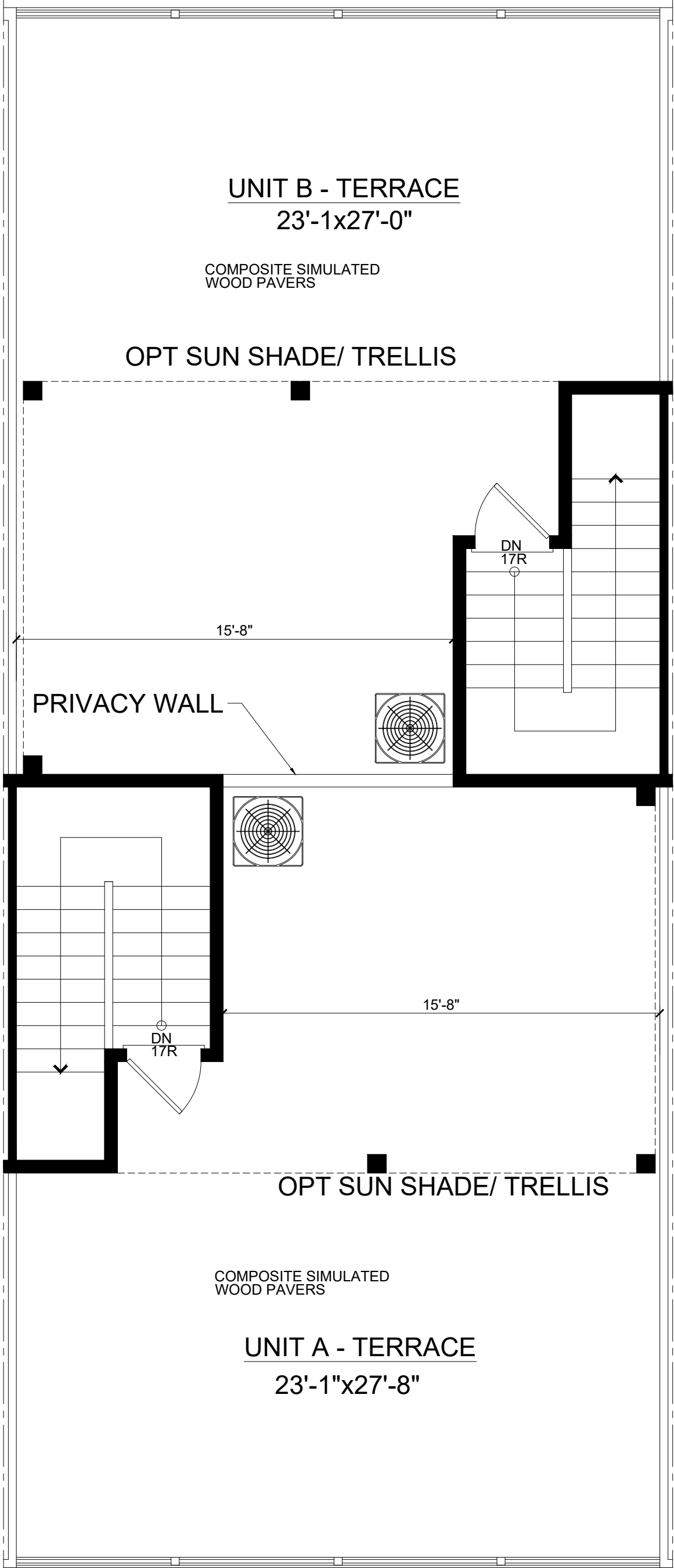


AREA:
UNIT A= 603 S.F.
UNIT B= 599 S.F.

FOURTH FLOOR PLAN

SCALE: 1/4"=1'-0"

4



ROOF TERRACE PLAN

SCALE: 1/4"=1'-0"

5



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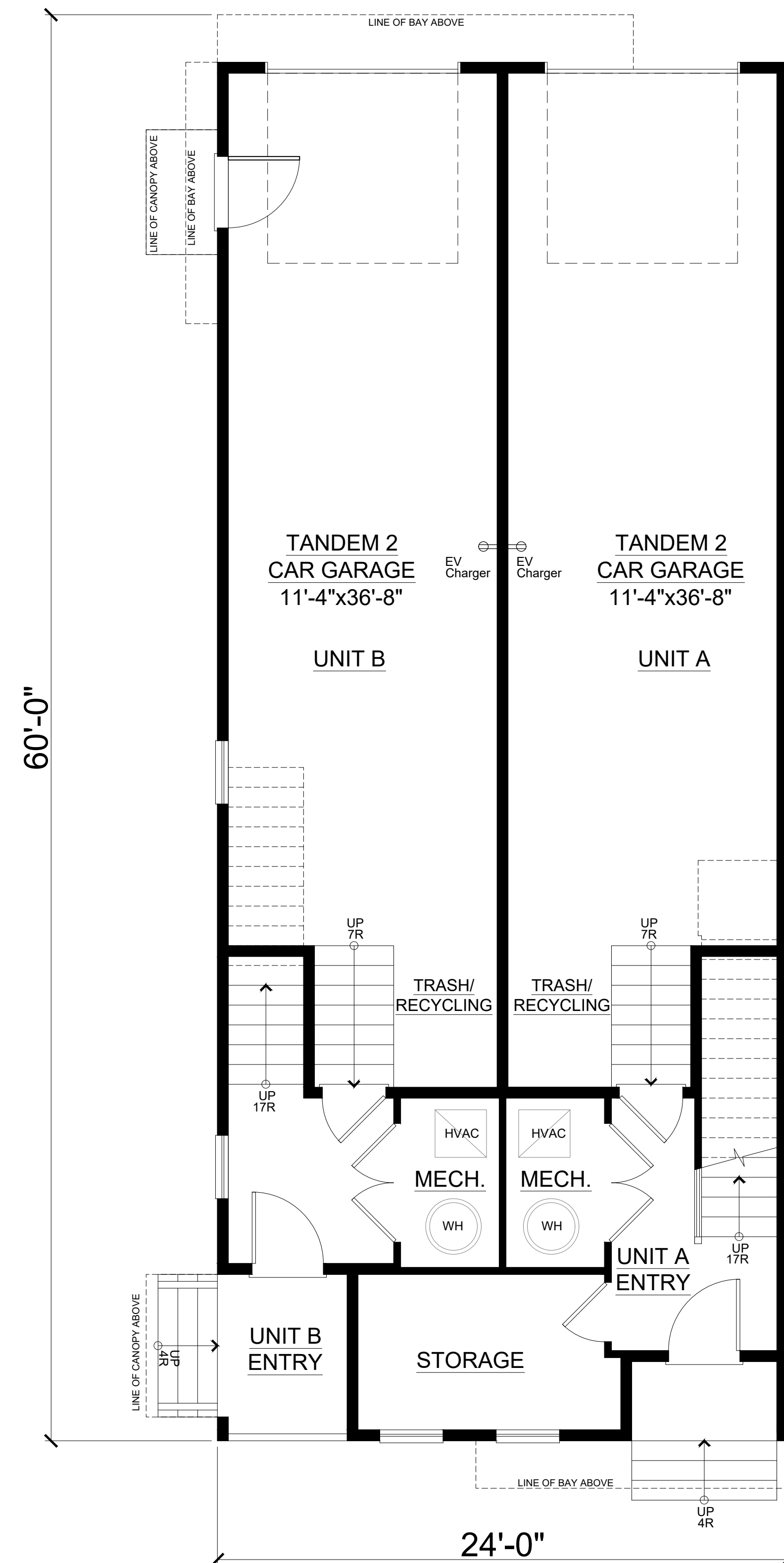


ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN
FEBRUARY 03, 2022

UNIT A: TOTAL AREA 2,108
UNIT B: TOTAL AREA 2,013

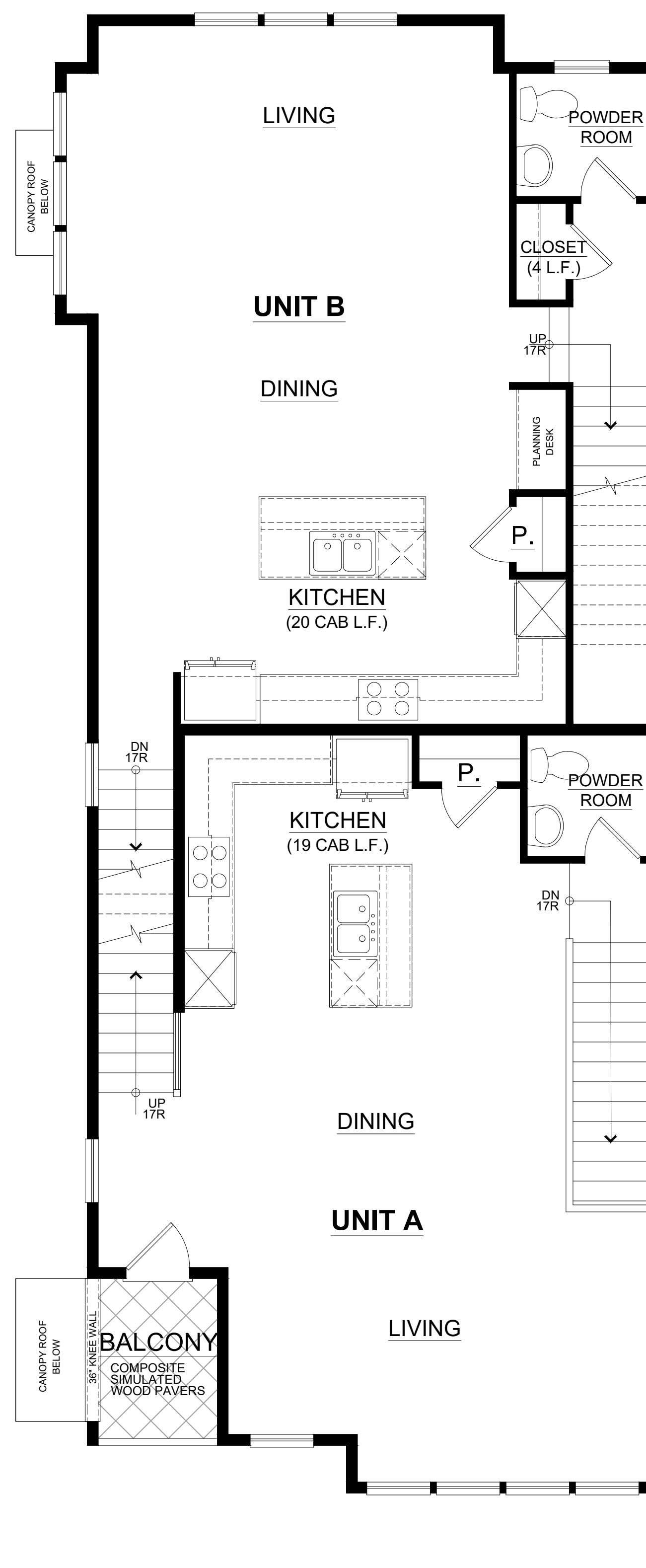
4-STORY (BACK TO BACK)



FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

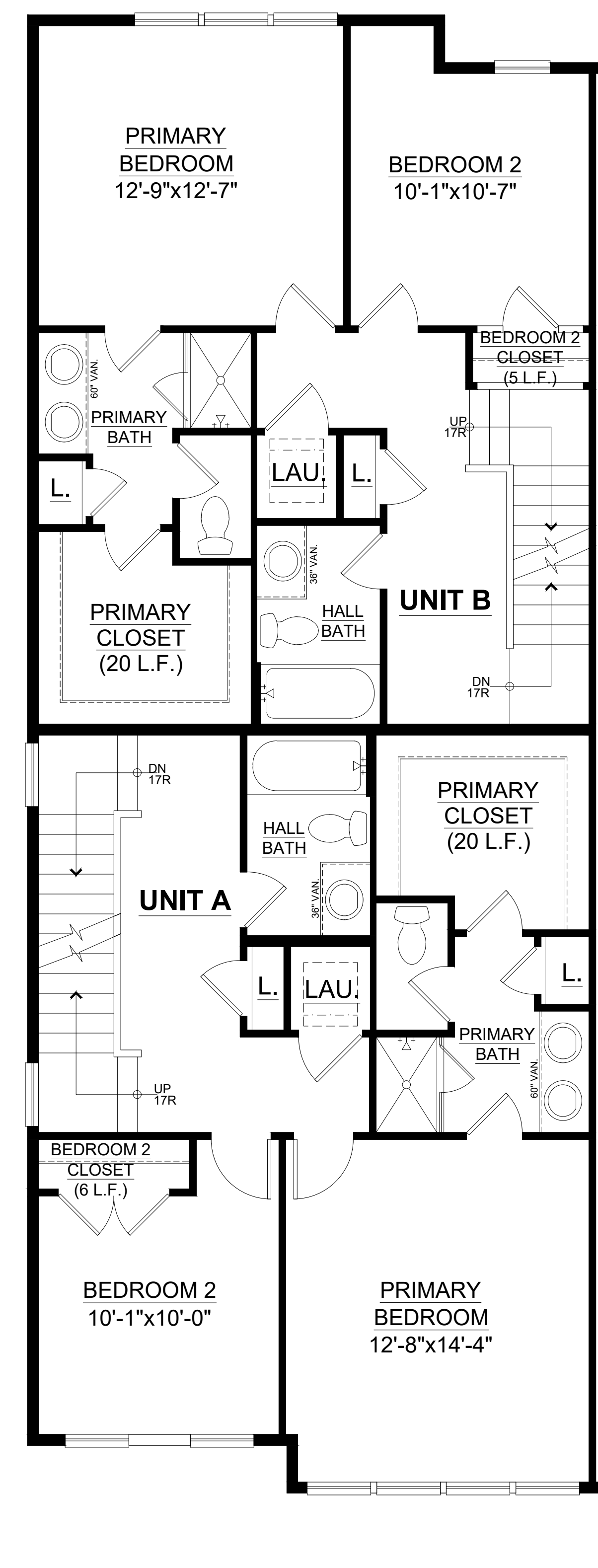
1



SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

2



THIRD FLOOR PLAN

SCALE: 1/4"=1'-0"

3



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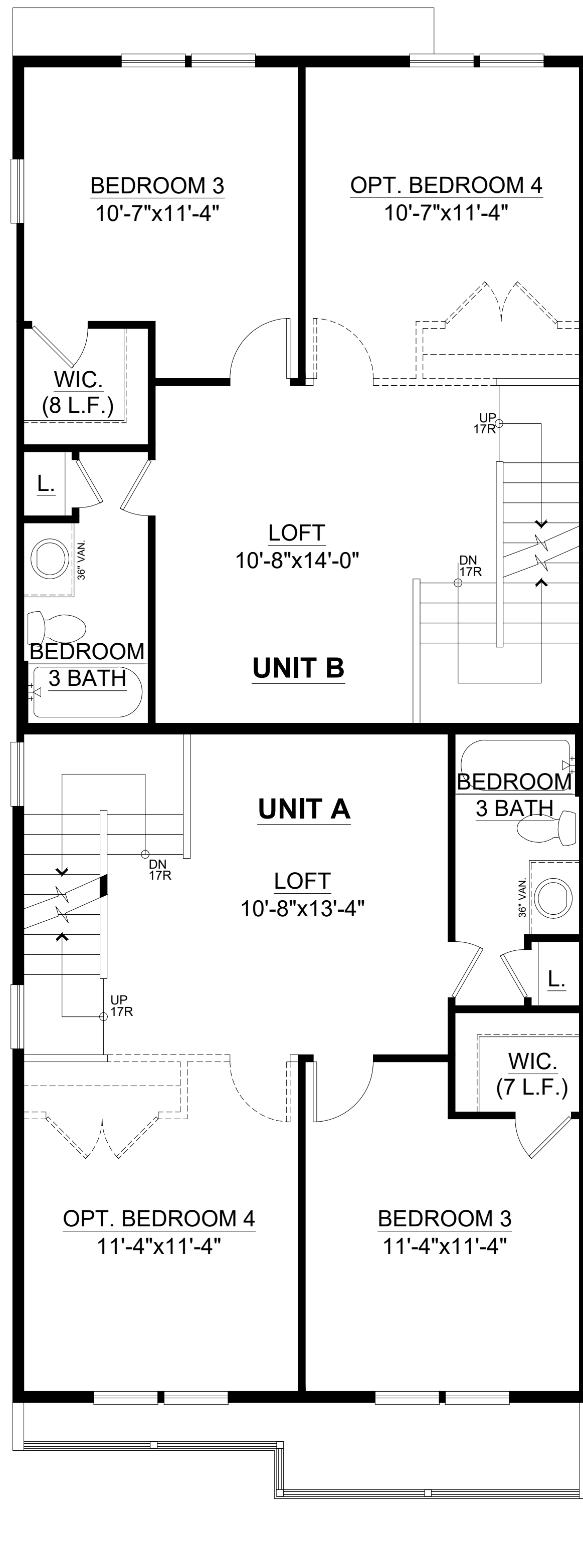
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ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN
FEBRUARY 03, 2022

UNIT A: TOTAL AREA 2,108
UNIT B: TOTAL AREA 2,031

4-STORY (BACK TO BACK) - 6 MODULE
HI VIS PLANS - GRAND AVE. - HECK ST.

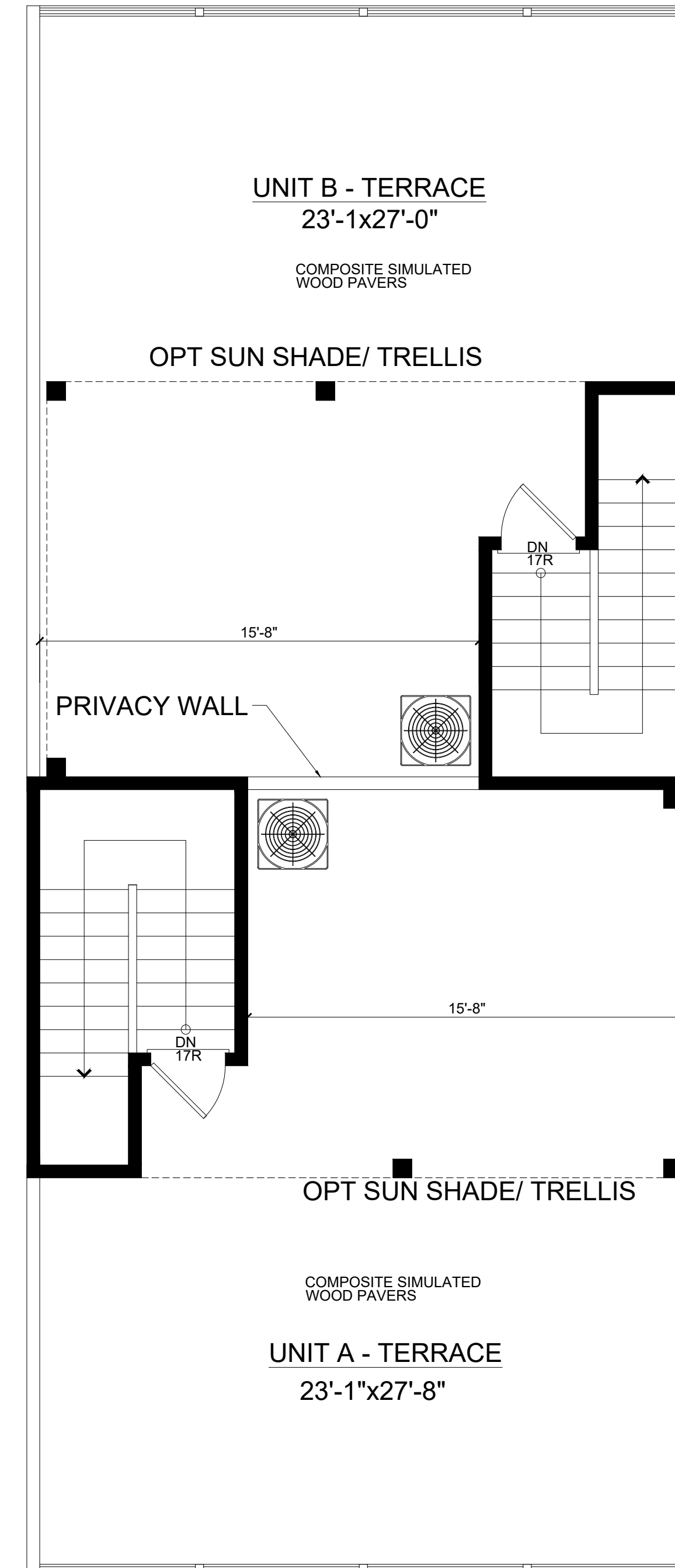


AREA:
UNIT A= 603 S.F.
UNIT B= 599 S.F.

FOURTH FLOOR PLAN

SCALE: 1/4"=1'-0"

4



ROOF TERRACE PLAN

SCALE: 1/4"=1'-0"

5



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ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN
FEBRUARY 03, 2022

UNIT A: TOTAL AREA 2,108
UNIT B: TOTAL AREA 2,031

4-STORY (BACK TO BACK) - 6 MODULE
HI VIS PLANS - GRAND AVE. - HECK ST.



6 MODULE - FRONT ELEVATION

VOIDS: 2,532 SF. SOLID: 6,936 SF.

VOID-TO-SOLID RATIO : $2,532 / 6,936 = 0.365 \times 100 = 36.5 \%$

WINDOWS & DOORS: 2,334 SF.

FENESTRATION RATIO : $2,334 / 6,936 = 0.3365 \times 100 = 33.65 \%$

HECK ST.



6 MODULE - FRONT ELEVATION

VOIDS: 2,532 SF. SOLID: 6,936 SF.

VOID-TO-SOLID RATIO : $2,532 / 6,936 = 0.365 \times 100 = 36.5 \%$

WINDOWS & DOORS: 2,334 SF.

FENESTRATION RATIO : $2,334 / 6,936 = 0.3365 \times 100 = 33.65 \%$



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ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN SCALE: 3/16"=1'-0"
FEBRUARY 03, 2022

**4-STORY (BACK TO BACK) - 6 MODULE
FRONT ELEVATION - COOKMAN AVE.**

GRAND AVE.



6 MODULE - REAR ELEVATION



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ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN SCALE: 3/16"=1'-0"
FEBRUARY 03, 2022

4-STORY (BACK TO BACK) - 6 MODULE
REAR ELEVATION - ALLEY



6 MODULE - REAR ELEVATION



COOKMAN
AVE.

ALLEY

ALLEY

RIGHT ELEVATION
GRAND AVE.



COOKMAN
AVE.

LEFT ELEVATION



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ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN
FEBRUARY 03, 2022

SCALE: 3/16"=1'-0"

4-STORY (BACK TO BACK) - 6 MODULE
SIDE ELEVATIONS - GRAND AVE. - ALLE'

COOKMAN
AVE.



RIGHT ELEVATION

ALLEY ALLEY



LEFT ELEVATION

COOKMAN
AVE.

COOKMAN
AVE.



RIGHT ELEVATION

ALLEY ALLEY



LEFT ELEVATION
HECK ST.

COOKMAN
AVE.

PRELIMINARY & FINAL MAJOR SITE PLAN

ASBURY PARK WATERFRONT DEVELOPMENT

BLOCK 3103, LOT 1
(TAX MAP #31, 03/15/2012, LAST REVISED 10/2018)
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

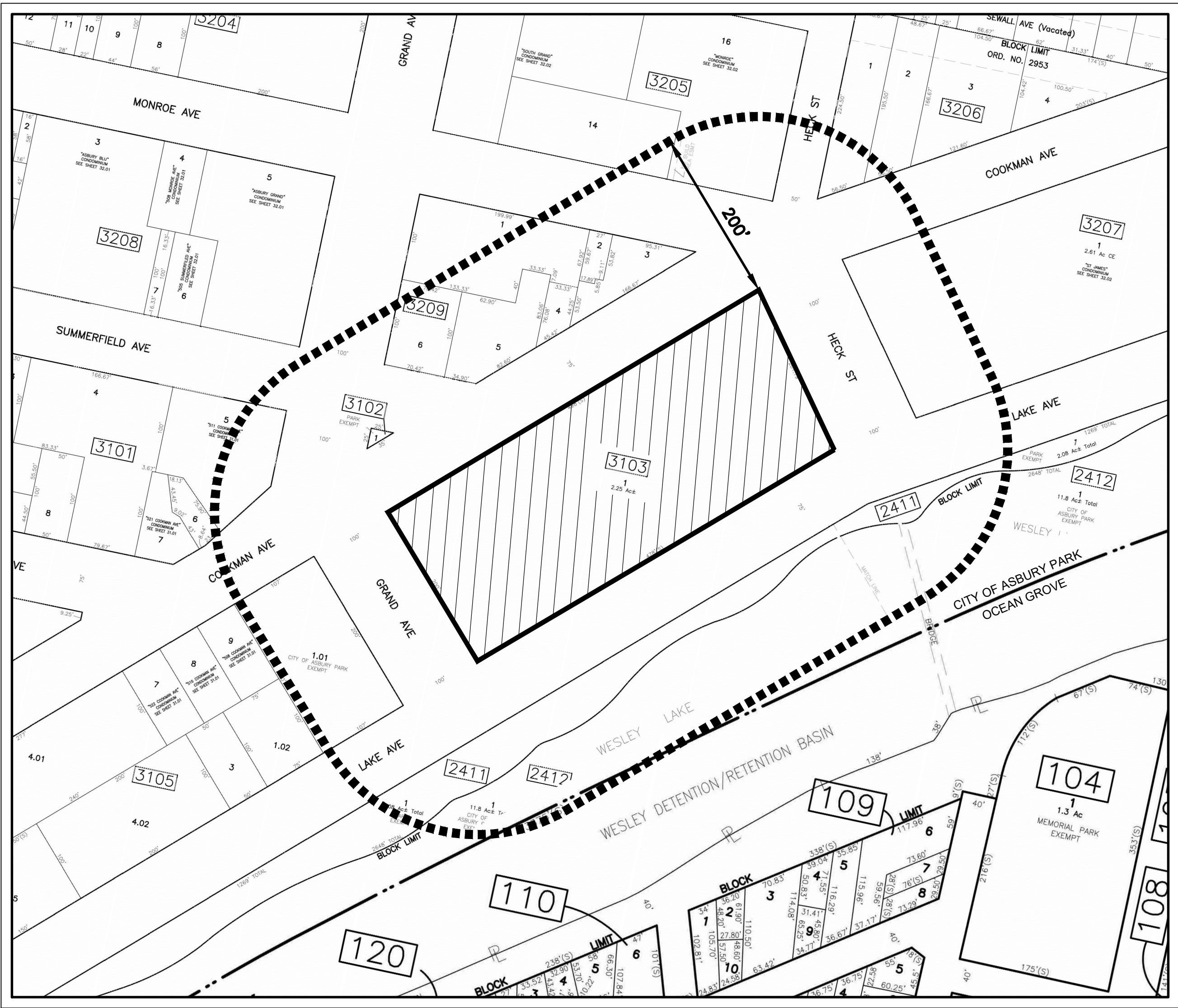
OWNERS OF RECORD:
AP WESLEY LAKE LLC
180 GLASTON BURY BLVD., SUITE 201
GLASTONBURY, CT 06033

APPLICANT:
TOLL ASBURY PARK LLC
100 WILLOW BROOK RD, SUITE 200
FREEHOLD, NJ 07728
PHONE: (732) 446-8448

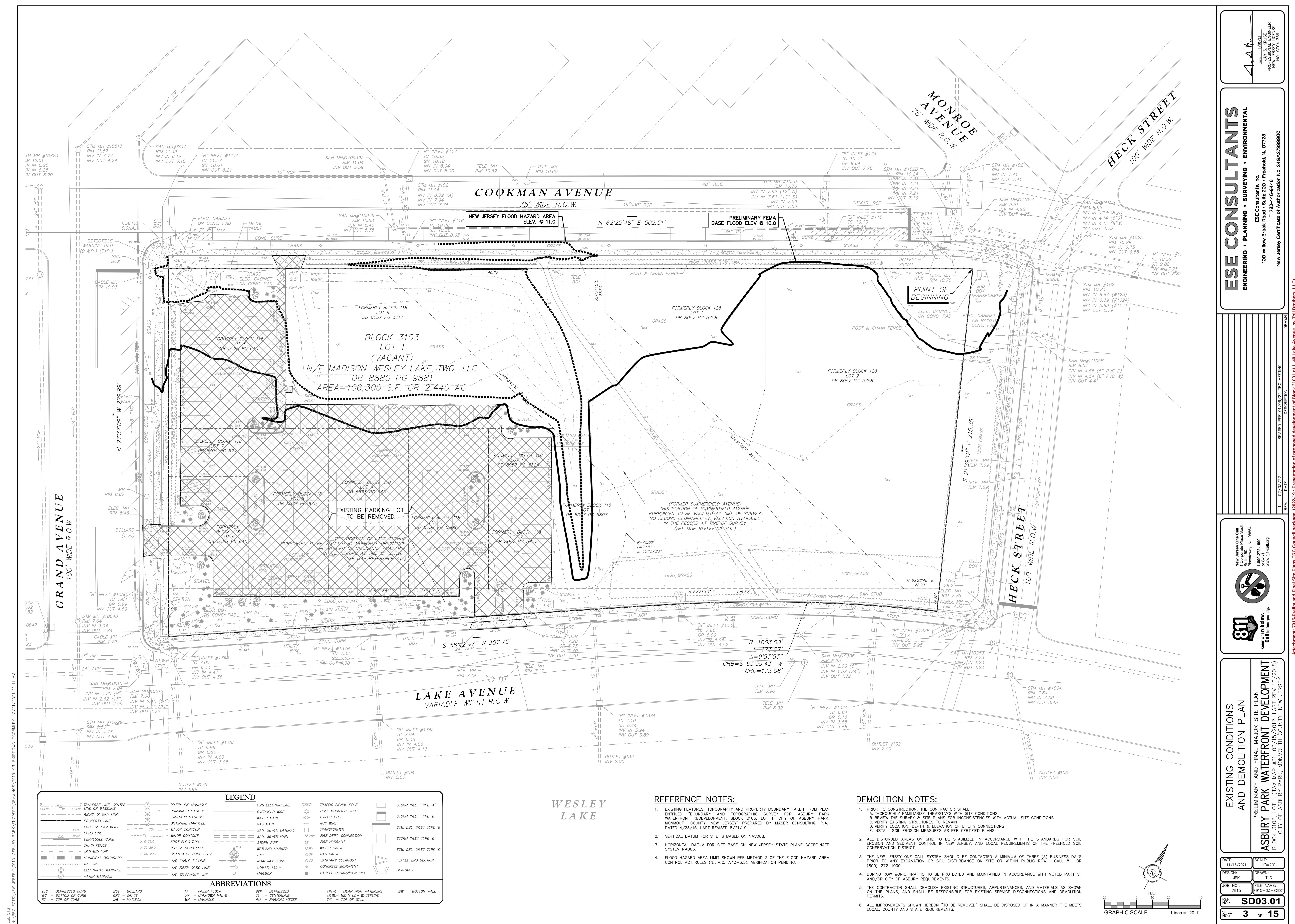
ENGINEER
ESE CONSULTANTS, INC.
100 WILLOW BROOK ROAD, SUITE 200
FREEHOLD, NJ 07728
(732) 446-8446

CONTACT:
JAY S. KRUSE, P.E.
PROJECT ENGINEER

TIM GIBBON, R.L.A.,
V.P. LANDSCAPE ARCHITECT

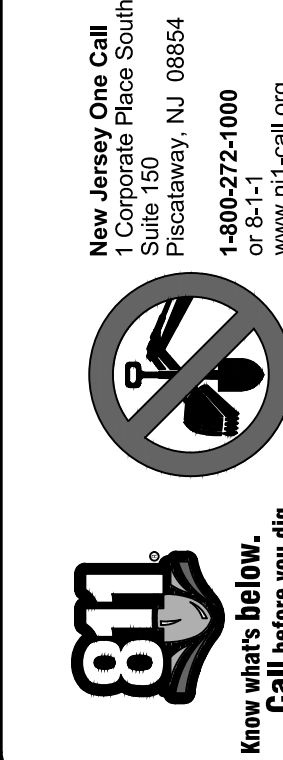


DATE: 11/18/2021	SCALE: AS NOTED
SIGN: AJG	DRAWN: TJG
FILE NO.: 7915	FILE NAME: 7915-02-NOTE
F. SD02.01 SHEET 2 OF 15	



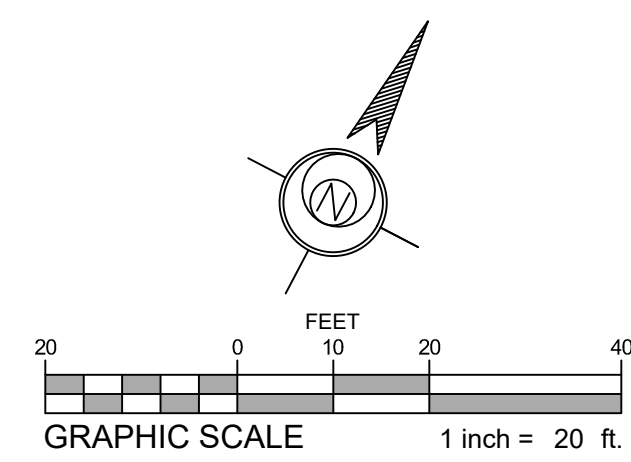
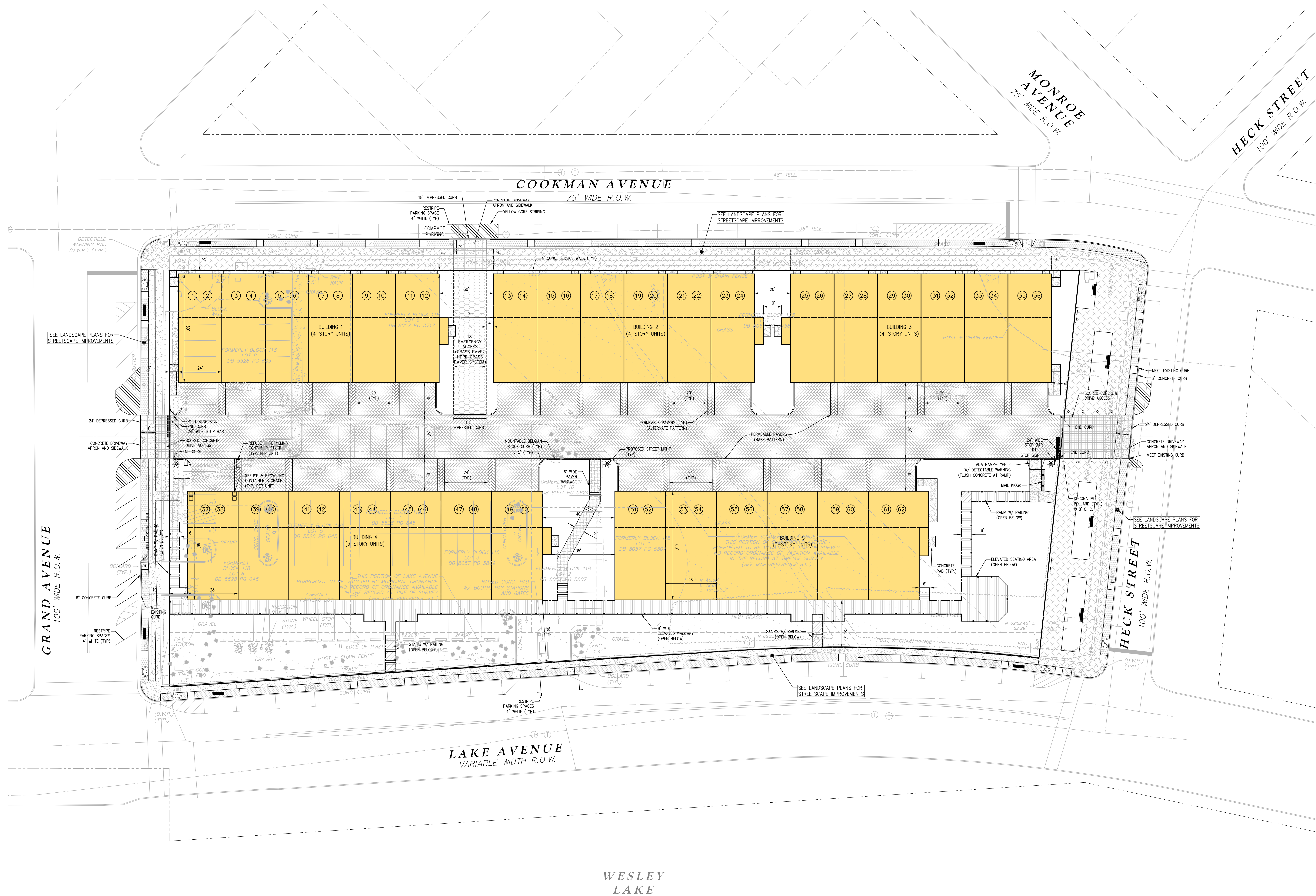
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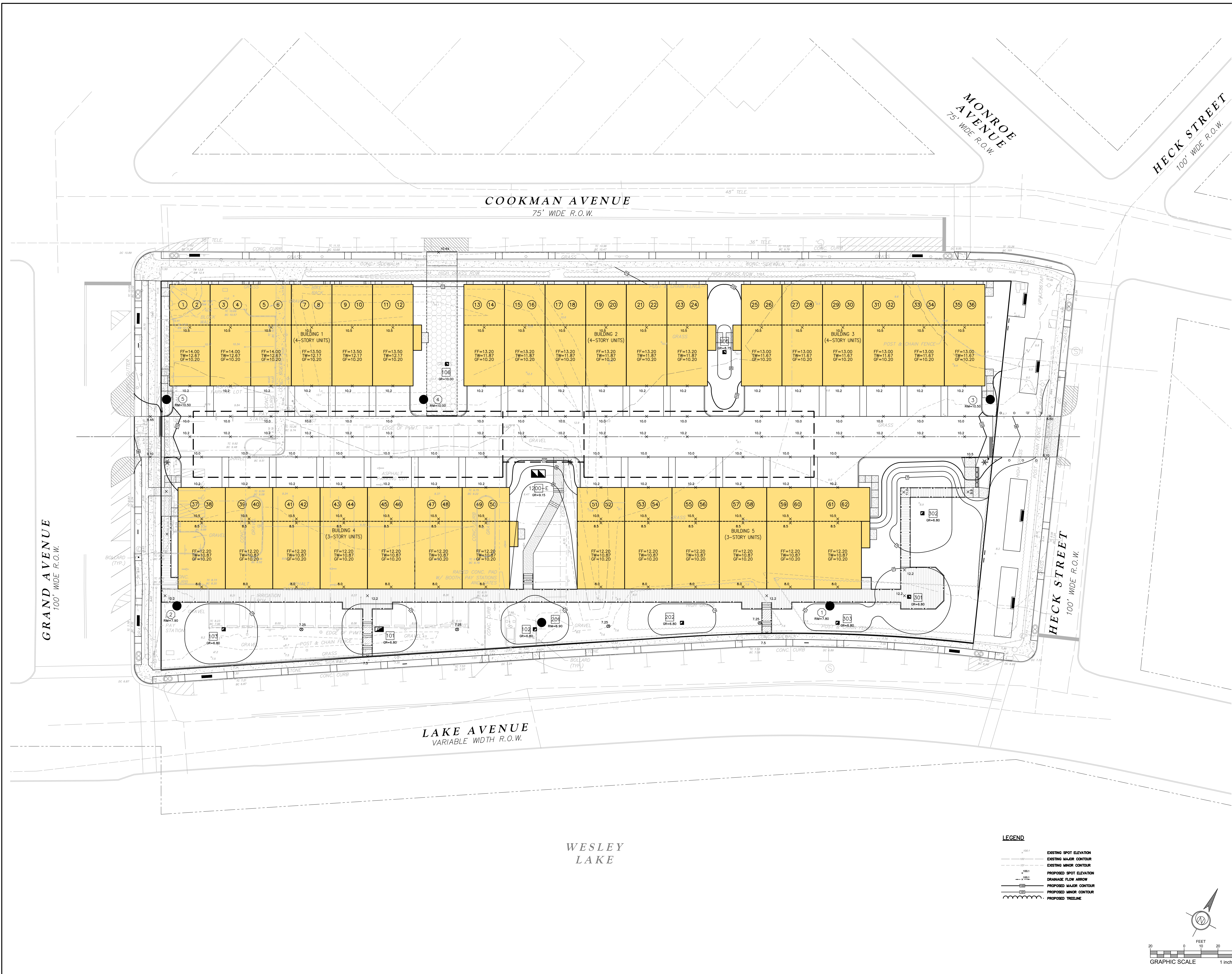
ESE Consultants, Inc.
100 Willow Brook Road • Suite 200 • Freehold, NJ 07728
T: 732-446-8446
New Jersey Certificate of Authorization No. 245A799900

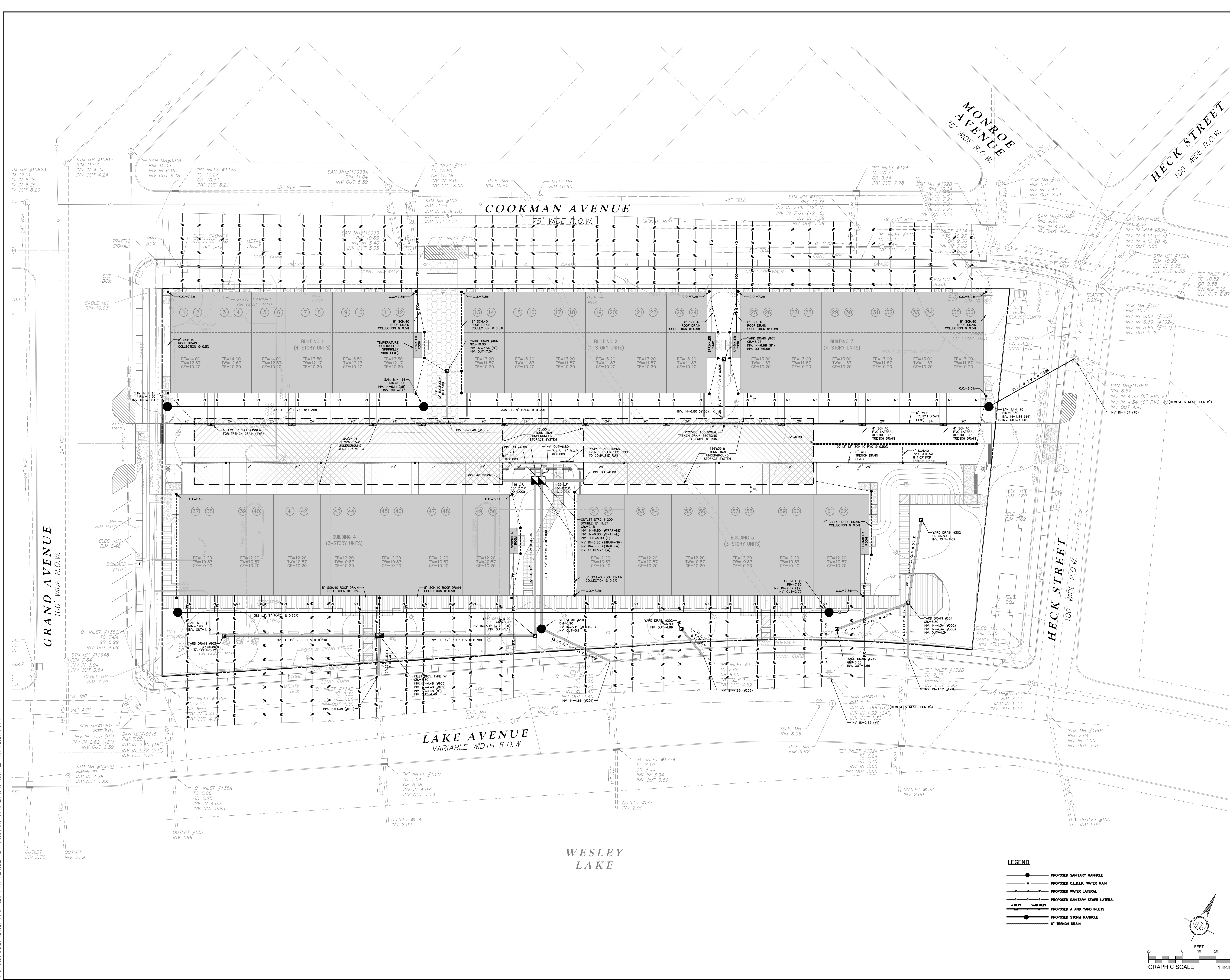


EXISTING CONDITIONS AND DEMOLITION PLAN
PRELIMINARY AND FINAL MAJOR SITE PLAN
ASBURY PARK WATERFRONT DEVELOPMENT
BLOCK 3103, LOT 1 (TAX MAP #31.03/15/2012, LAST REV 10/2018)
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

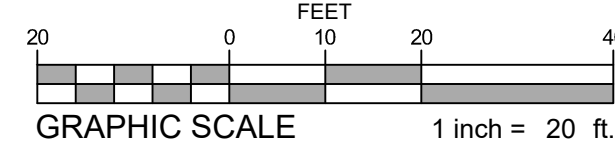
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DESIGN: JSK DRAWN: TJG
JOB NO.: 7915 FILE NAME: 7915-03-EKIS
REF. NO.: SD03.01
SHEET NO.: 3 OF 15







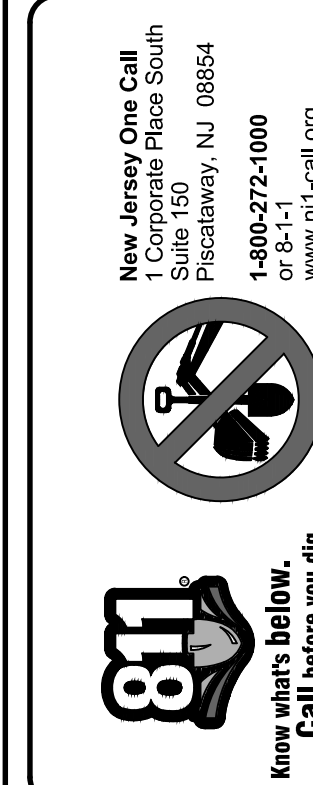
- LEGEND**
- PROPOSED SANITARY MANHOLE
 - PROPOSED C.L.D.P. WATER MAIN
 - PROPOSED WATER LATERAL
 - PROPOSED SANITARY SEWER LATERAL
 - PROPOSED A AND YARD INLETS
 - PROPOSED STORM MANHOLE
 - 8" TRENCH DRAIN



UTILITY PLAN

PRELIMINARY AND FINAL MAJOR SITE PLAN
ASBURY PARK WATERFRONT DEVELOPMENT
BLOCK 3103, LOT 1 (TAX MAP #37, 03/15/2012, LAST REV. 10/2018)
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

DATE:	11/18/2021	SCALE:	1"=20'
DESIGN:	JSK	DRAWN:	TJG
JOB NO.:	7915	FILE NAME:	915-06-UTILITY
REF. NO.:			
SHEET NO.:	6	OF	15

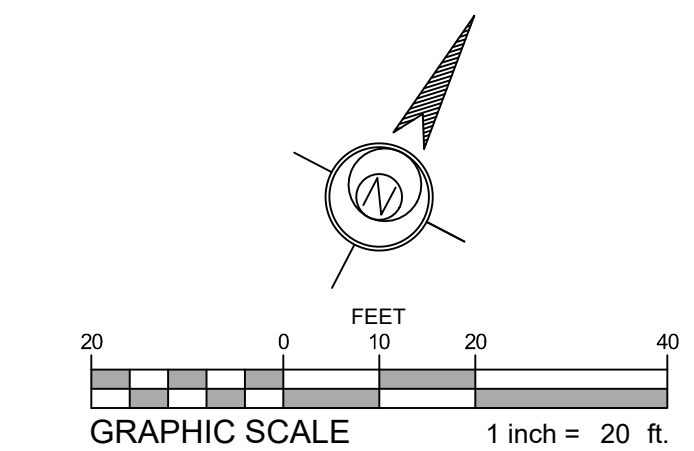


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REV.	DATE	DESCRIPTION
1.	02/03/22	REVISED PER 07/05/22 TRC MEETING

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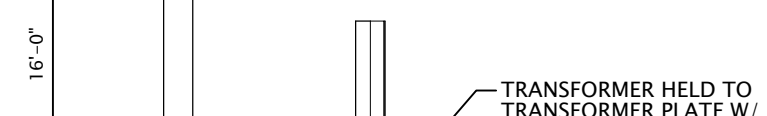
ESE Consultants, Inc.
100 Willow Brook Road • Suite 200 • Freehold, NJ 07728
T: 732-446-8446
New Jersey Certificate of Authorization No. 245A799900



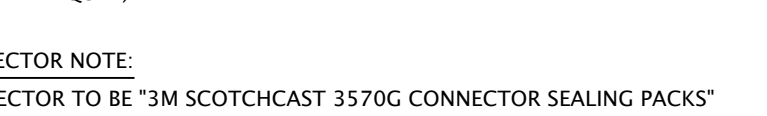
NOTE: ADDITIONAL DECK LIGHTING TO BE PROVIDED. LIGHTING
PHOTOMETRIC PLAN DOES NOT INCLUDE DECK LIGHTS

DECK LIGHTING (Or Approved Equal)

NOT TO SCALE



HADCO POLE INFORMATION:
POLE MODEL: P4030-16
COLOR: BLACK
DESCRIPTION: 4" ROUND STRAIGHT SMOOTH ALUMINUM;
0.125 WALL THICKNESS; CAST ALUMINUM BASE WITH ACCESS COVER
(OR APPROVED EQUAL)



THE MATERIAL MUST BE SUPPLIED IN A TWO-PART POLYETHYLENE BAG WITH A BARRIER SEPARATING THE EPOXY FROM THE POLYOL. THE BARRIER MUST BE CAPABLE OF BEING BROKEN TO PERMIT MIXING TWO PARTS WITHOUT OPENING THE BAG

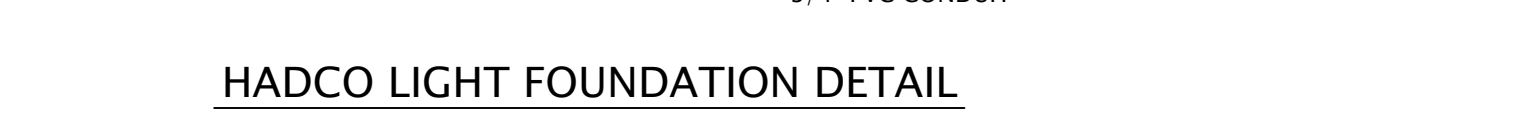
ADCO LIGHT POLE (QTY: 23)



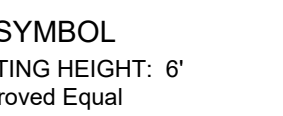
Generation	Mounting	Finish	Distribution	Color Temp.	Voltage	Drive current
G3	A	A	2	730	A	3

NOTES:

1. THIS PLAN FOR LIGHTING PURPOSES ONLY.
2. SEE SHEET SD901.01 FOR LANDSCAPE PLAN.
3. LIGHTS SHALL BE DARK SKY COMPLIANT.
4. LIGHTS SHALL HAVE PHOTO SENSORS PROGRAMMED FROM DUSK TO DAWN.

[illegible]

GARAGE LIGHT - REAR OF UNIT
NOT TO SCALE



▲ SYMBOL
MOUNTING HEIGHT: 6'
Or Approved Equal

PROGRESS LIGHTING
Aluminum Cylinders LED

6" Aluminum Cylinders LED			
PRODUCT NO.	FINISH	DESCRIPTION	SIZE
P64-41-20/10E	bronze	One-light down	6"W., 12" H.
P64-41-20/10E	white		120w integrated LED, included in 20"
P64-41-20/10E	gray		5000K, 100CRI, NAT TM 4 (27°)

DESCRIPTION

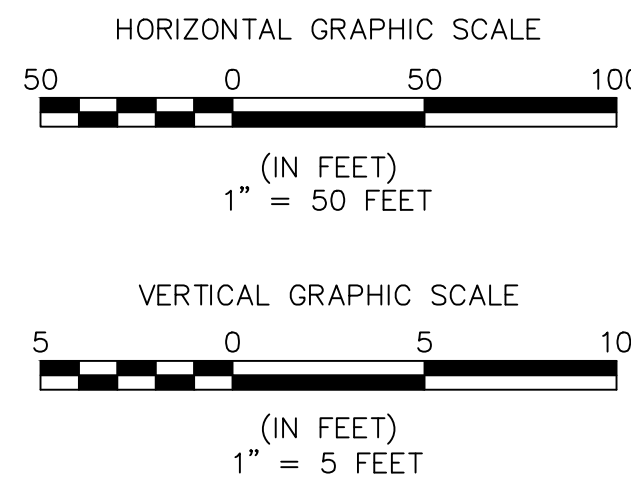
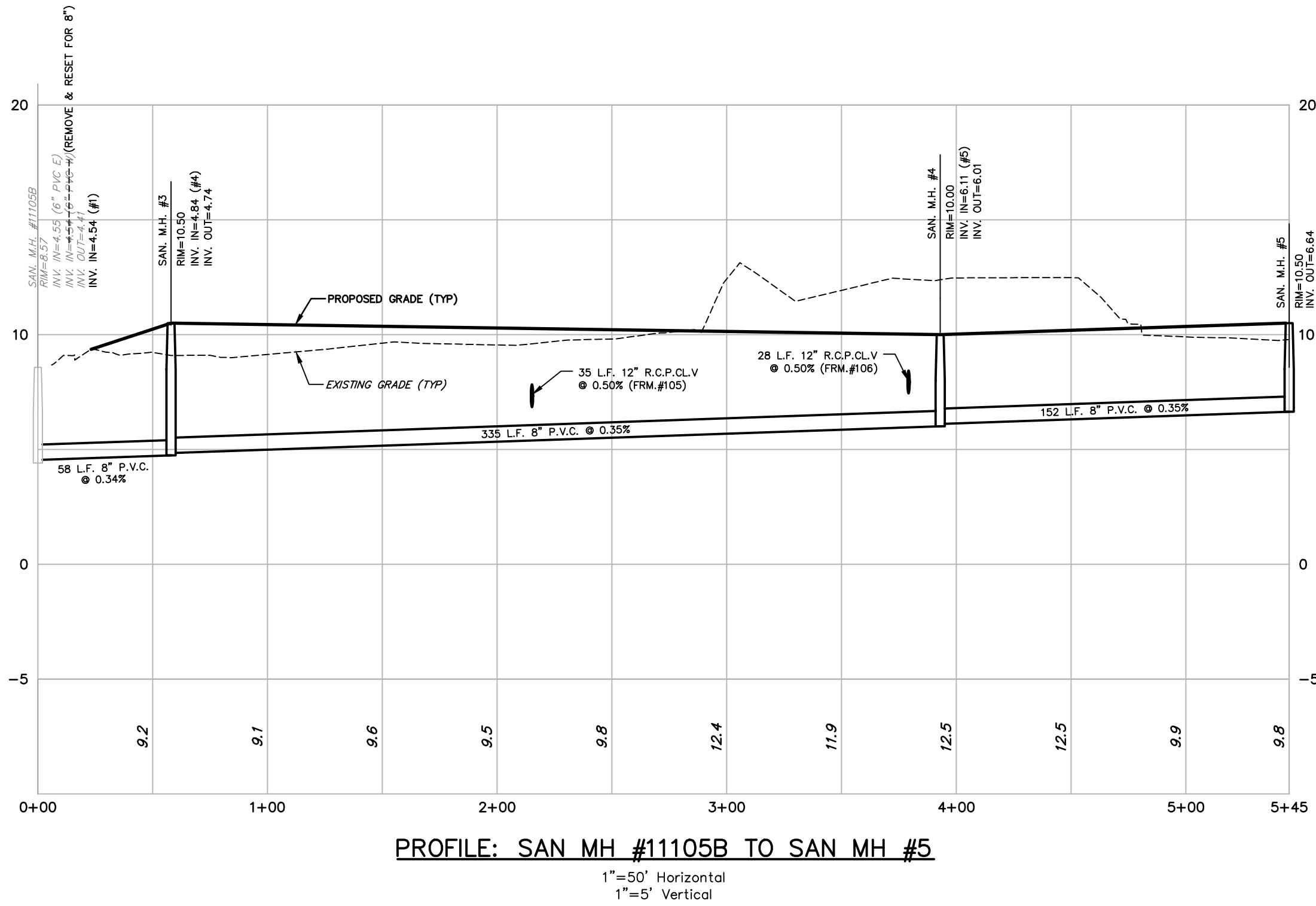
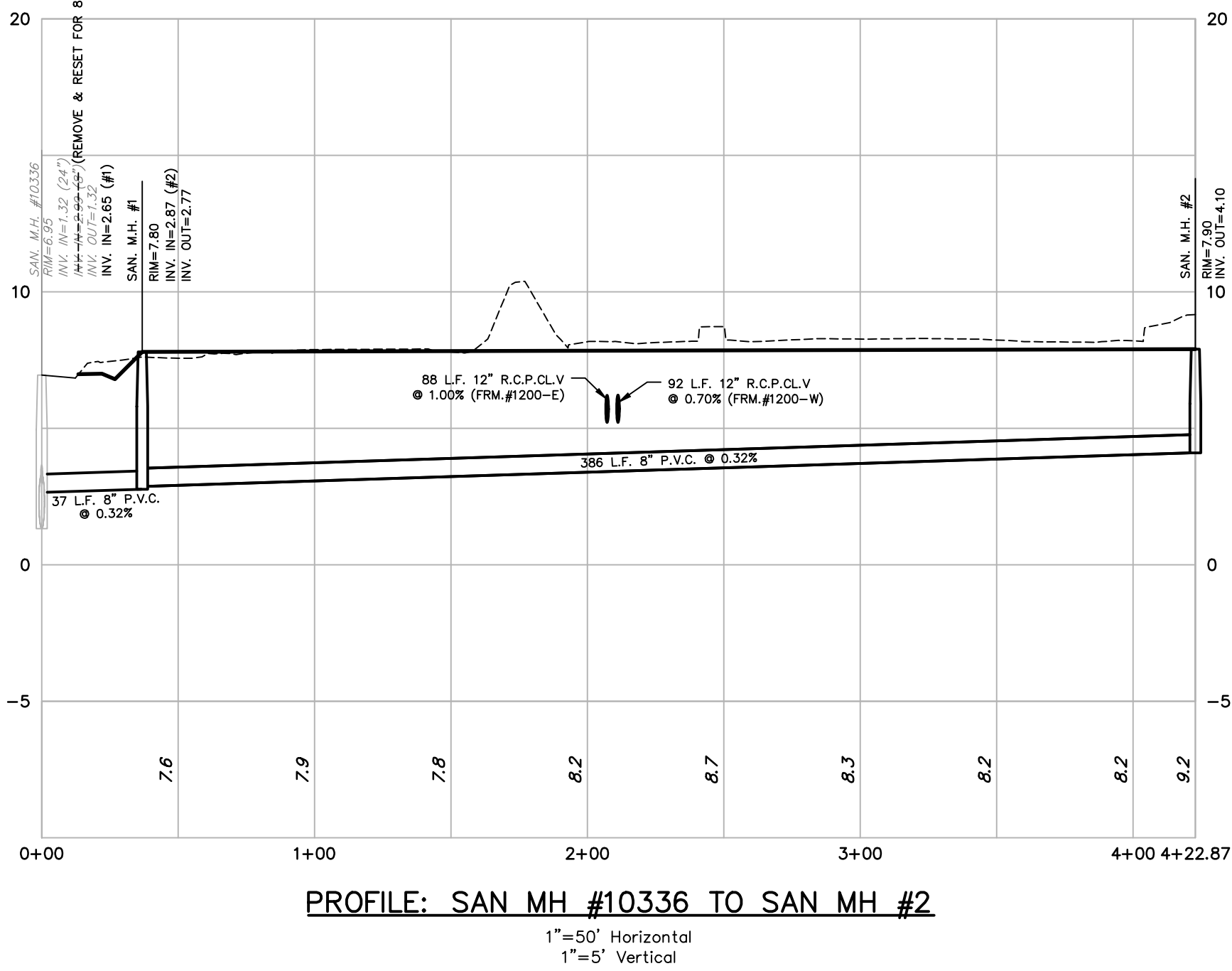
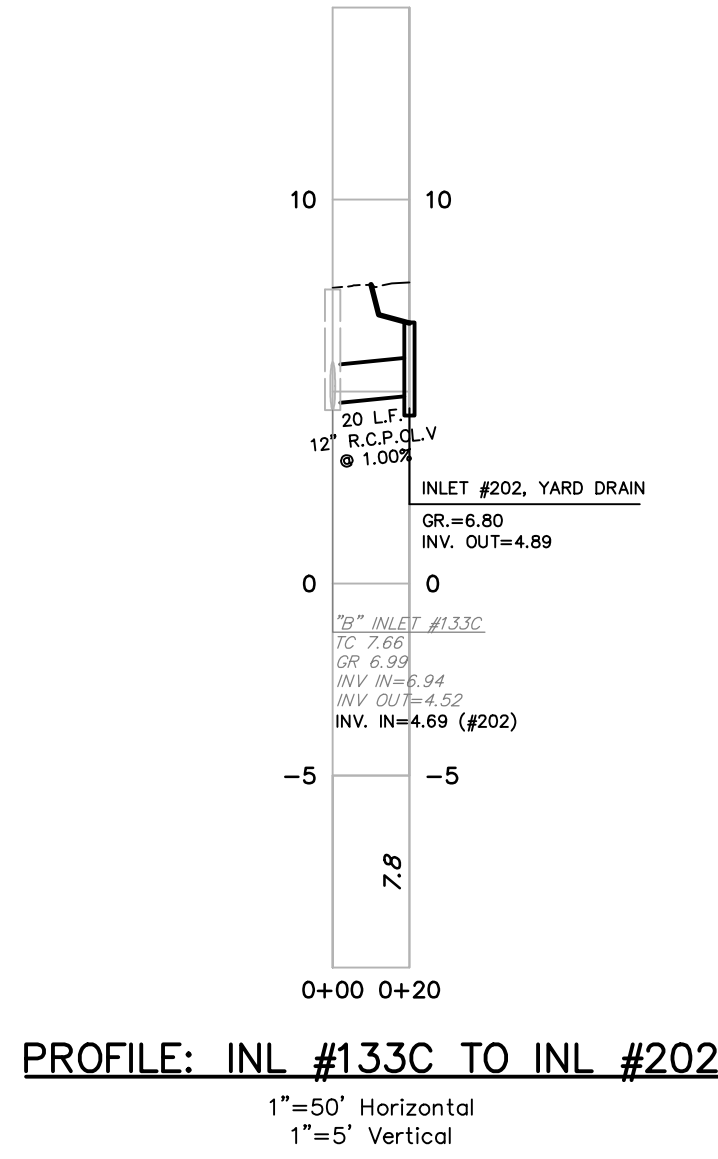
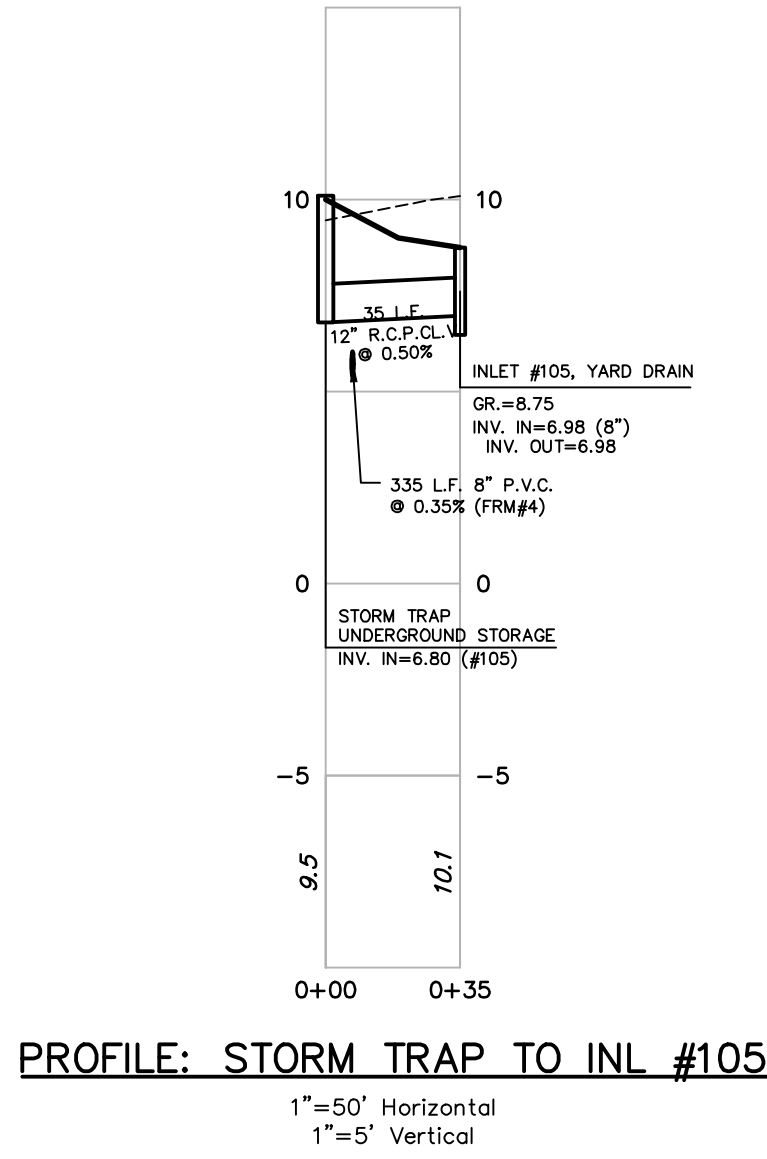
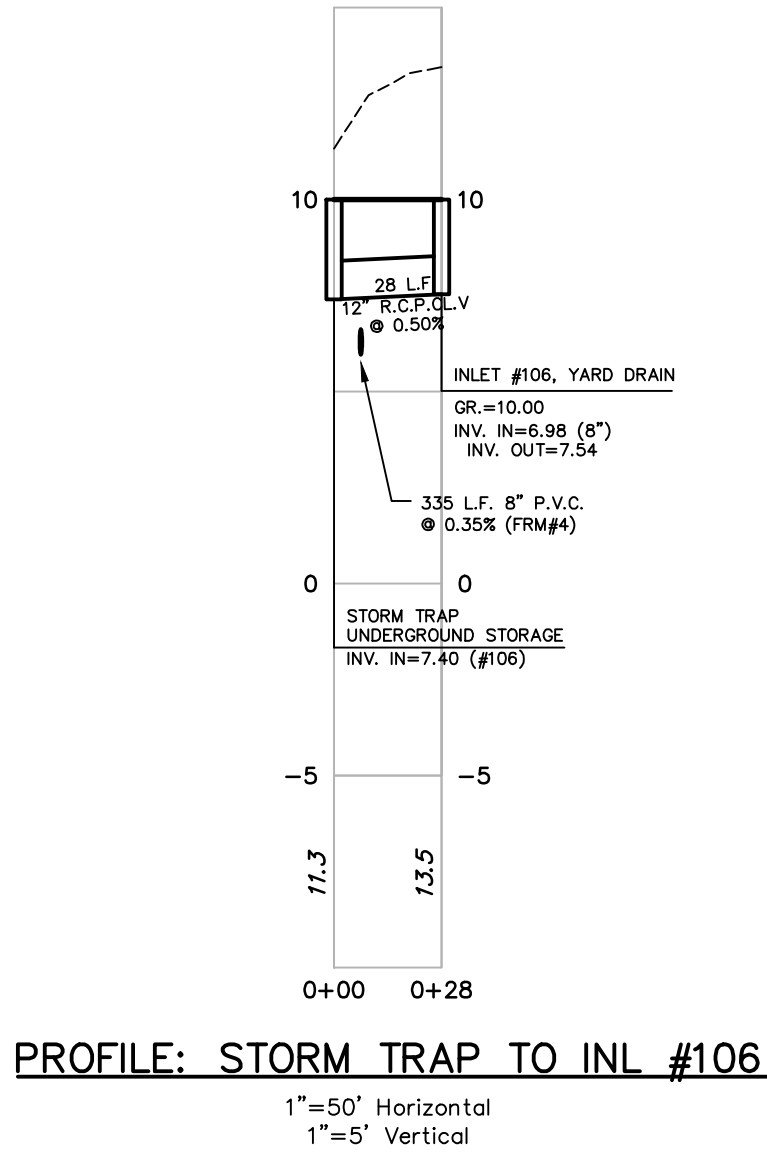
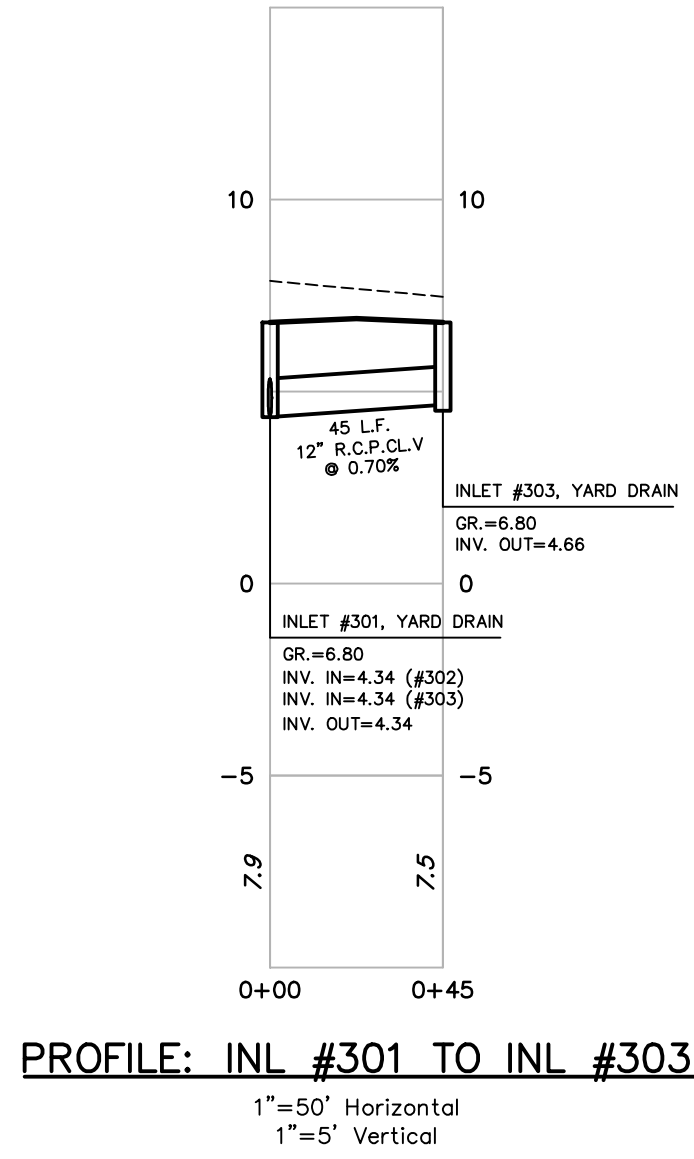
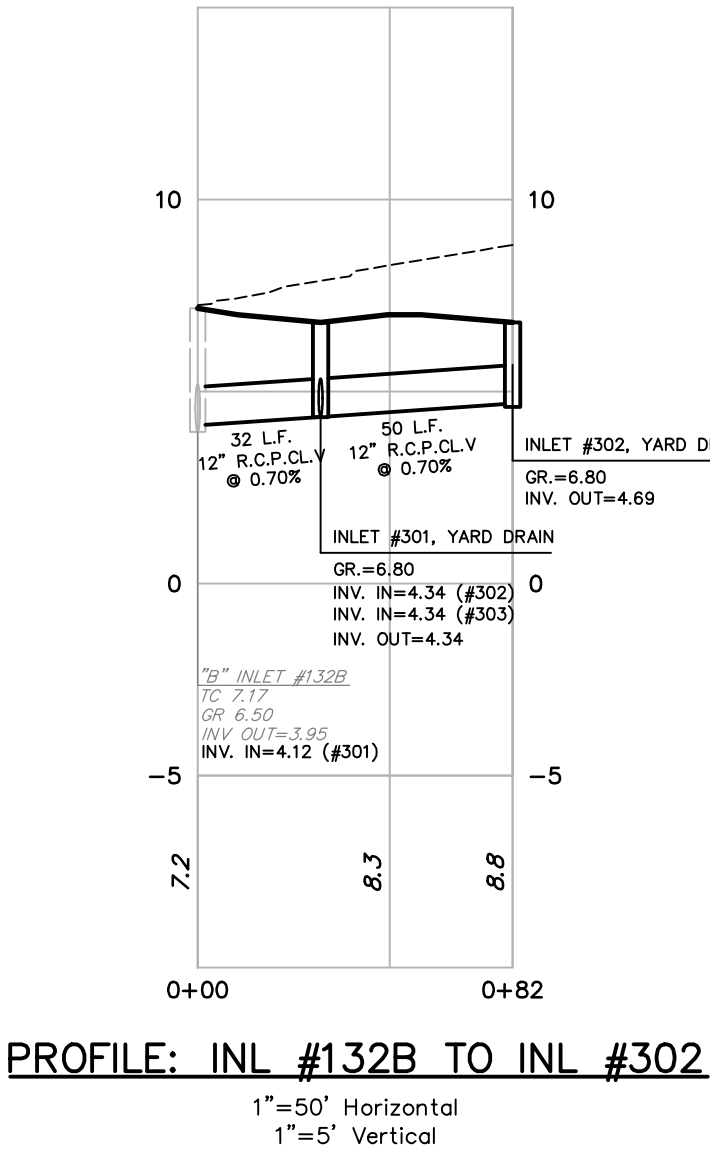
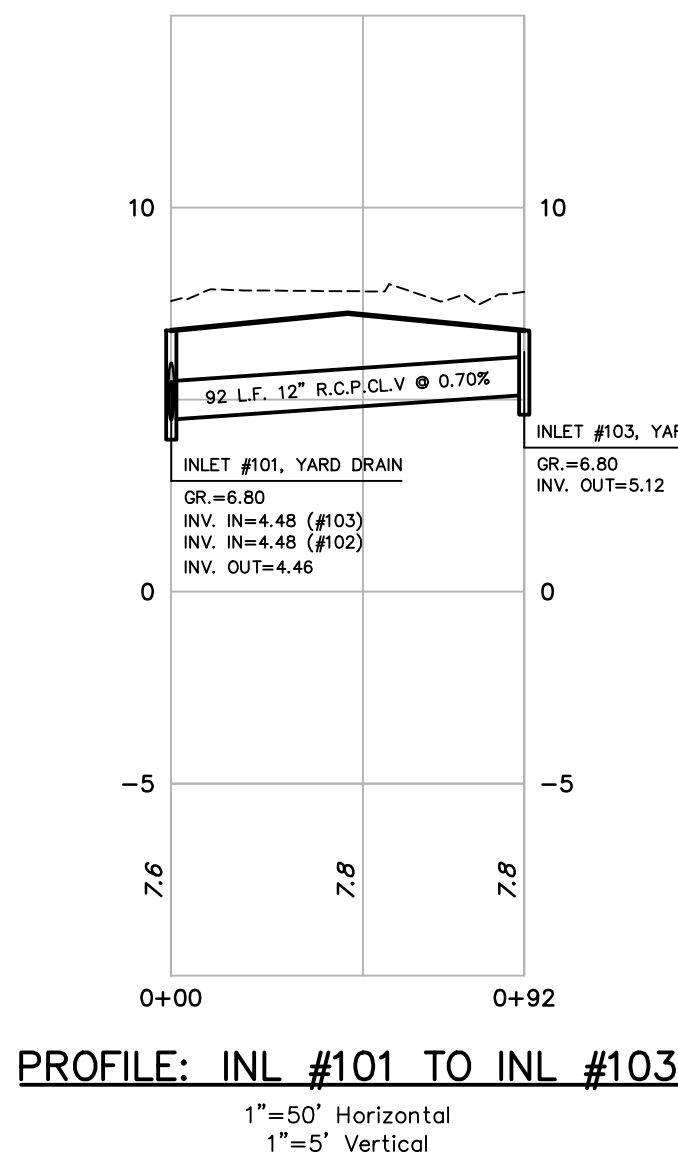
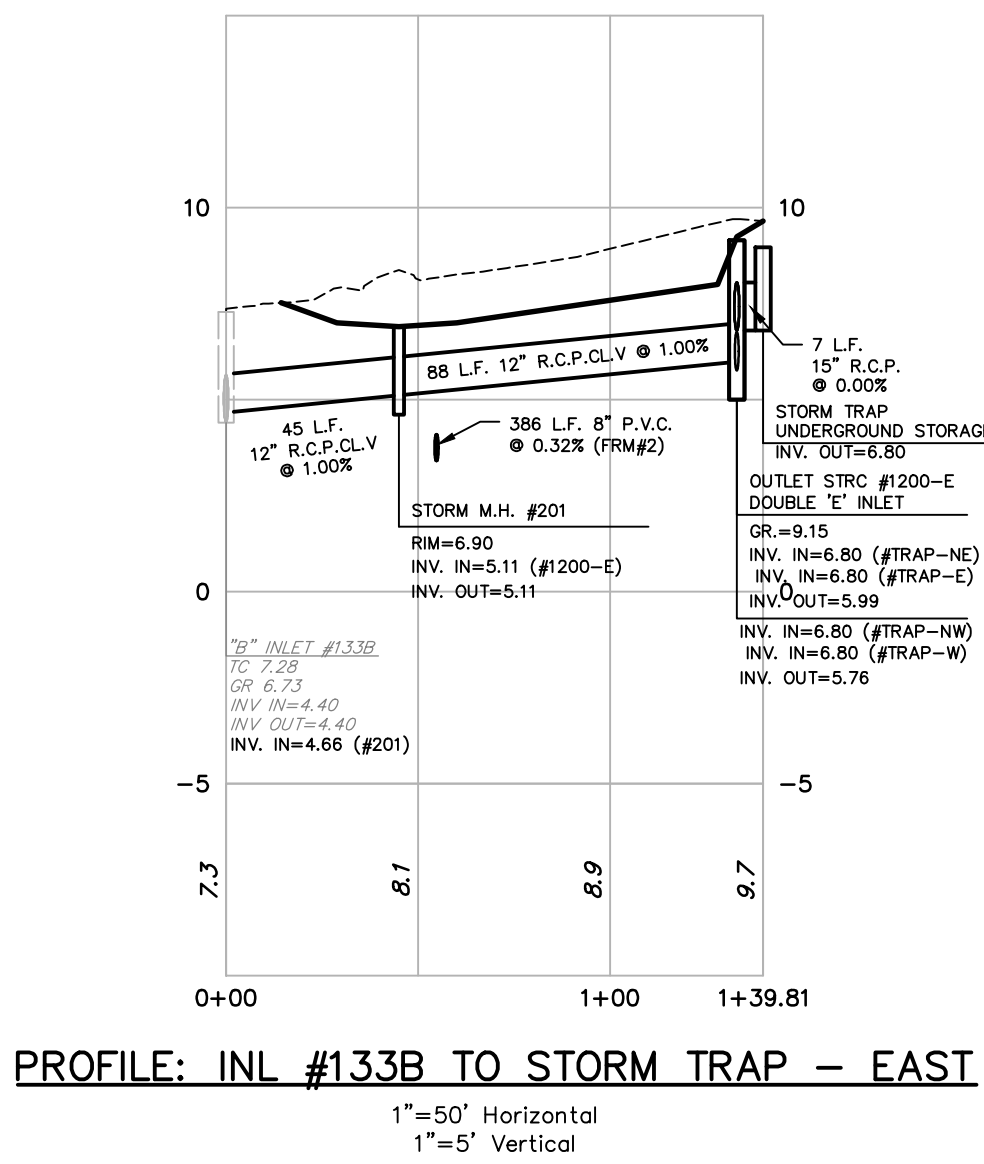
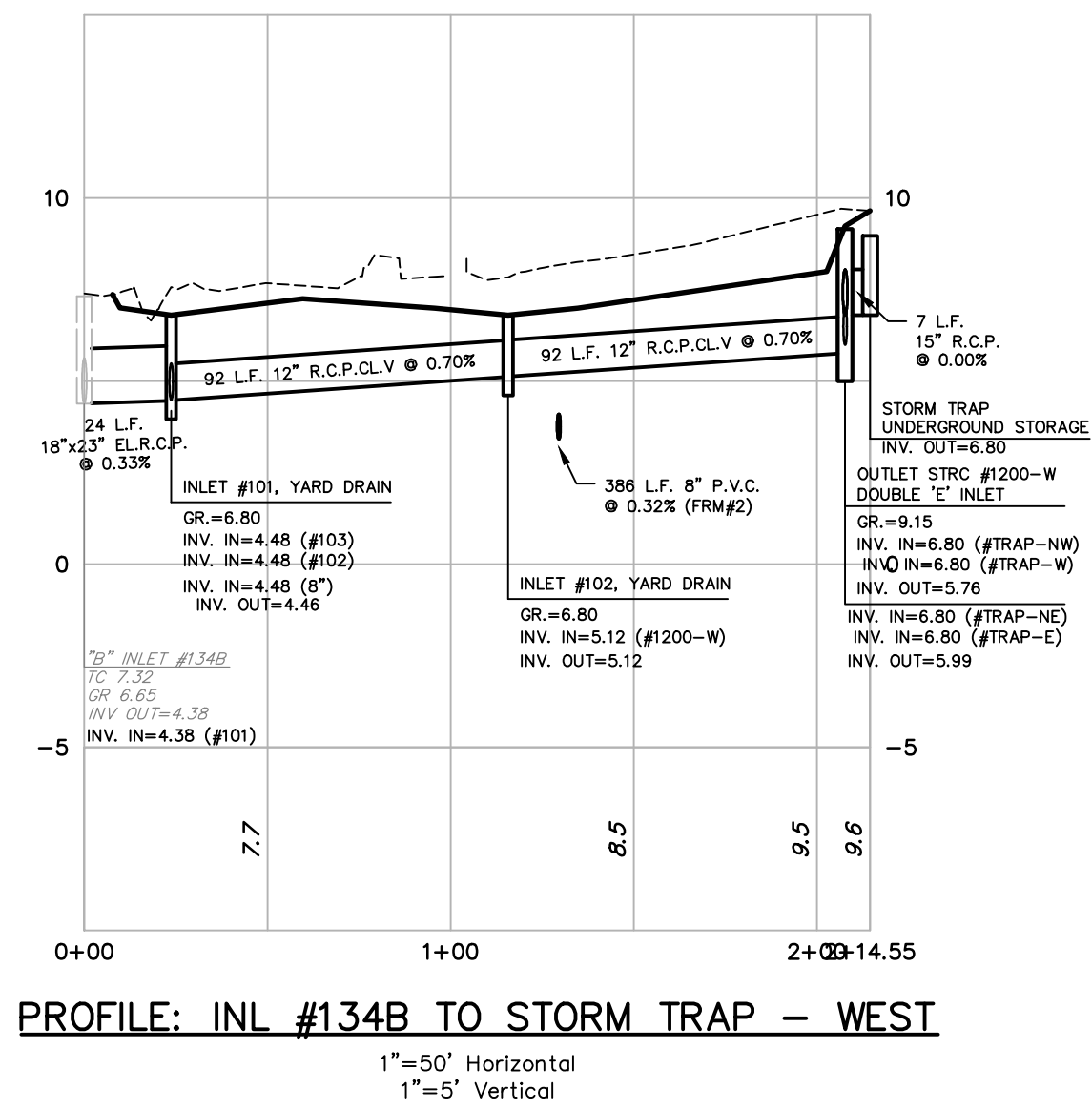
lens cover. Dark Sky compliant for down light only.

ED LIGHT - FRONT OF UNIT

Ordering guide:					Example: CXF14-32-G3-1-A-2-730-A-3-N-SP1				
Model	LED's	Generation	Mounting	Finish	Distribution	Color Temp.	Voltage	Observance	
CXF15	80	G3	A	A	2	730	120-277VAC	3	
ODM	White/Grey	22 to 110V	A	A	2	730	WARM WHITE	3	
	40 to 110V	G3	A	White	2	730	120-277VAC	3	
	44 to 110V	G3	A	Black	3	730	120-277VAC	3	
Receptacle 2-730				White	3	730			
				Black	3	730			
				Dark Grey	3	730			
				1 - Silver Trim	3	730			
				2 - Silver Trim	3	730			
				3 - Silver Trim	3	730			
				4 - Silver Trim	3	730			
				5 - Silver Trim	3	730			
				6 - Silver Trim	3	730			
				7 - Silver Trim	3	730			
				8 - Silver Trim	3	730			
				9 - Silver Trim	3	730			
				10 - Silver Trim	3	730			
				11 - Silver Trim	3	730			
				12 - Silver Trim	3	730			
				13 - Silver Trim	3	730			
				14 - Silver Trim	3	730			
				15 - Silver Trim	3	730			
				16 - Silver Trim	3	730			
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				25 - Silver Trim	3	730			
				26 - Silver Trim	3	730			
				27 - Silver Trim	3	730			
				28 - Silver Trim	3	730			
				29 - Silver Trim	3	730			
				30 - Silver Trim	3	730			
				31 - Silver Trim	3	730			
				32 - Silver Trim	3	730			
				33 - Silver Trim	3	730			
				34 - Silver Trim	3	730			
				35 - Silver Trim	3	730			
				36 - Silver Trim	3	730			
				37 - Silver Trim	3	730			
				38 - Silver Trim	3	730			
				39 - Silver Trim	3	730			
				40 - Silver Trim	3	730			
				41 - Silver Trim	3	730			
				42 - Silver Trim	3	730			
				43 - Silver Trim	3	730			

HADCO LUMINAIRE

SHEET NO.: **7**



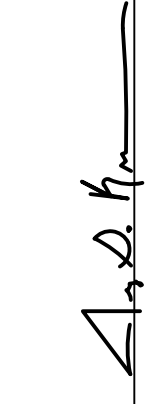
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REF. NO.: SD07.01		SHEET NO.: 8 OF 15	

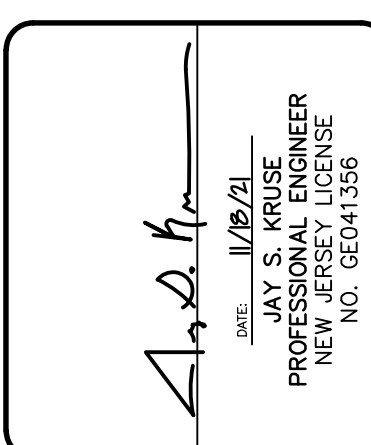
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REV	DATE	DESCRIPTION
1.	02/03/22	REVISED PER 07/05/22 TRC MEETING

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DATE: 11/02/21
JAY S. KRUSE
PROFESSIONAL ENGINEER
NEW JERSEY LICENSE
NO. 66041356



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By Toll Brothers, LLC

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Know Where You're Digging.
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CONSTRUCTION DETAILS III

PRELIMINARY AND FINAL MAJOR SITE PLAN
ASBURY PARK WATERFRONT DEVELOPMENT
BLOCK 3103, LOT 1 (TAX MAP 431, 03/15/2012, LAST REV 10/2018)
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

DATE:	11/18/2021	SCALE:	AS NOTED
DESIGN:	AJC	DRAWN:	TJG
JOB NO.:	7915	FILE NAME:	7915-08-DET
REF. NO.:			
SHEET NO.:	10	OF	15

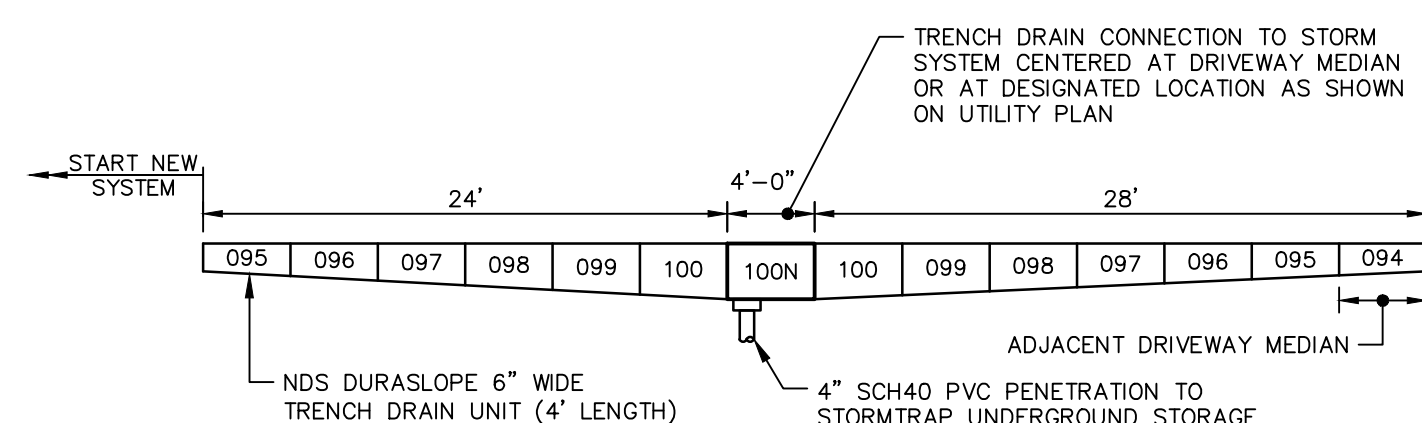
NDS
DURA SLOPE™ TRENCH DRAIN – PRE-SLOPED
Dura Slope™ Channel Drain Sections

Part No.	Description	Color	Thk. (in.)	Wt. (lb.)	Product
DS-001	6" PRE-SLOPED Dura Slope Channel	Light Gray	1	7.95	2025
DS-002	8" PRE-SLOPED Dura Slope Channel	Light Gray	1	11.50	2025
DS-003	4.5" DEEP Dura Slope Channel	Light Gray	1	7.95	2025
DS-004	4.5" DEEP Dura Slope Channel	Light Gray	1	7.95	2025
DS-005	4.5" DEEP Dura Slope Channel	Light Gray	1	8.27	2025
DS-006	4.5" DEEP Dura Slope Channel	Light Gray	1	8.54	2025
DS-007	4.5" DEEP Dura Slope Channel	Light Gray	1	8.81	2025
DS-008	4.5" DEEP Dura Slope Channel	Light Gray	1	9.08	2025
DS-009	4.5" DEEP Dura Slope Channel	Light Gray	1	9.35	2025
DS-010	4.5" DEEP Dura Slope Channel	Light Gray	1	9.62	2025
DS-011	4.5" DEEP Dura Slope Channel	Light Gray	1	9.89	2025
DS-012	4.5" DEEP Dura Slope Channel	Light Gray	1	10.16	2025
DS-013	4.5" DEEP Dura Slope Channel	Light Gray	1	10.43	2025
DS-014	4.5" DEEP Dura Slope Channel	Light Gray	1	10.70	2025
DS-015	4.5" DEEP Dura Slope Channel	Light Gray	1	10.97	2025
DS-016	4.5" DEEP Dura Slope Channel	Light Gray	1	11.24	2025

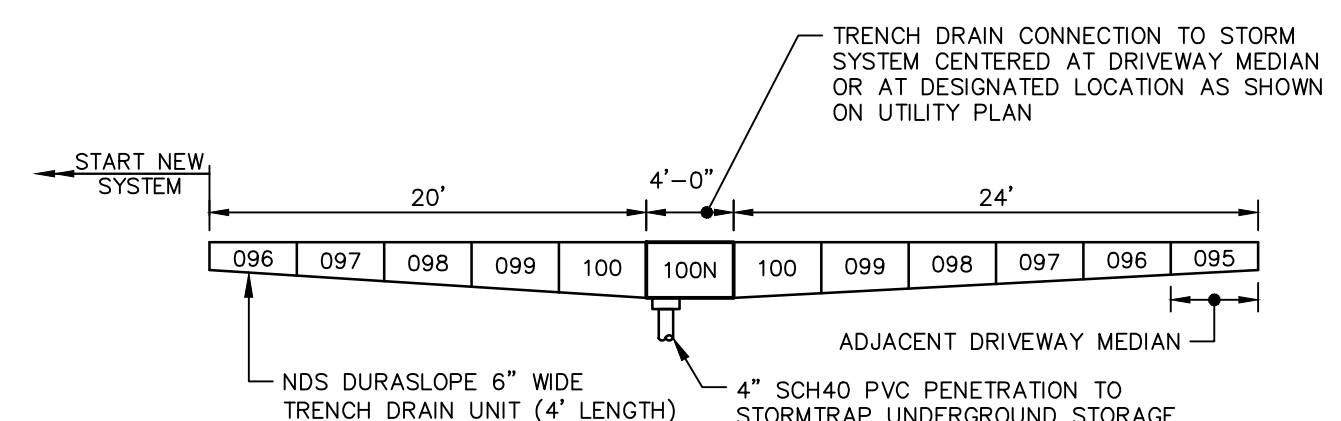
NOTES:

- CHANNELS TO BE INSTALLED WITH BLANK GRATE. GRATE TO BE PROTECTED FROM CONCRETE FOUR COVER HOLES WITH TAPE.
- INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- DO NOT SCALE DRAWING.
- THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY.
- ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

DURA SLOPE TRENCH DRAIN SYSTEM
DURA SLOPE INSTALLATION DETAIL - CLASS 1" ENLIGHTENMENT, REBAR SUSPENSION METHOD W/ PAVEMENT



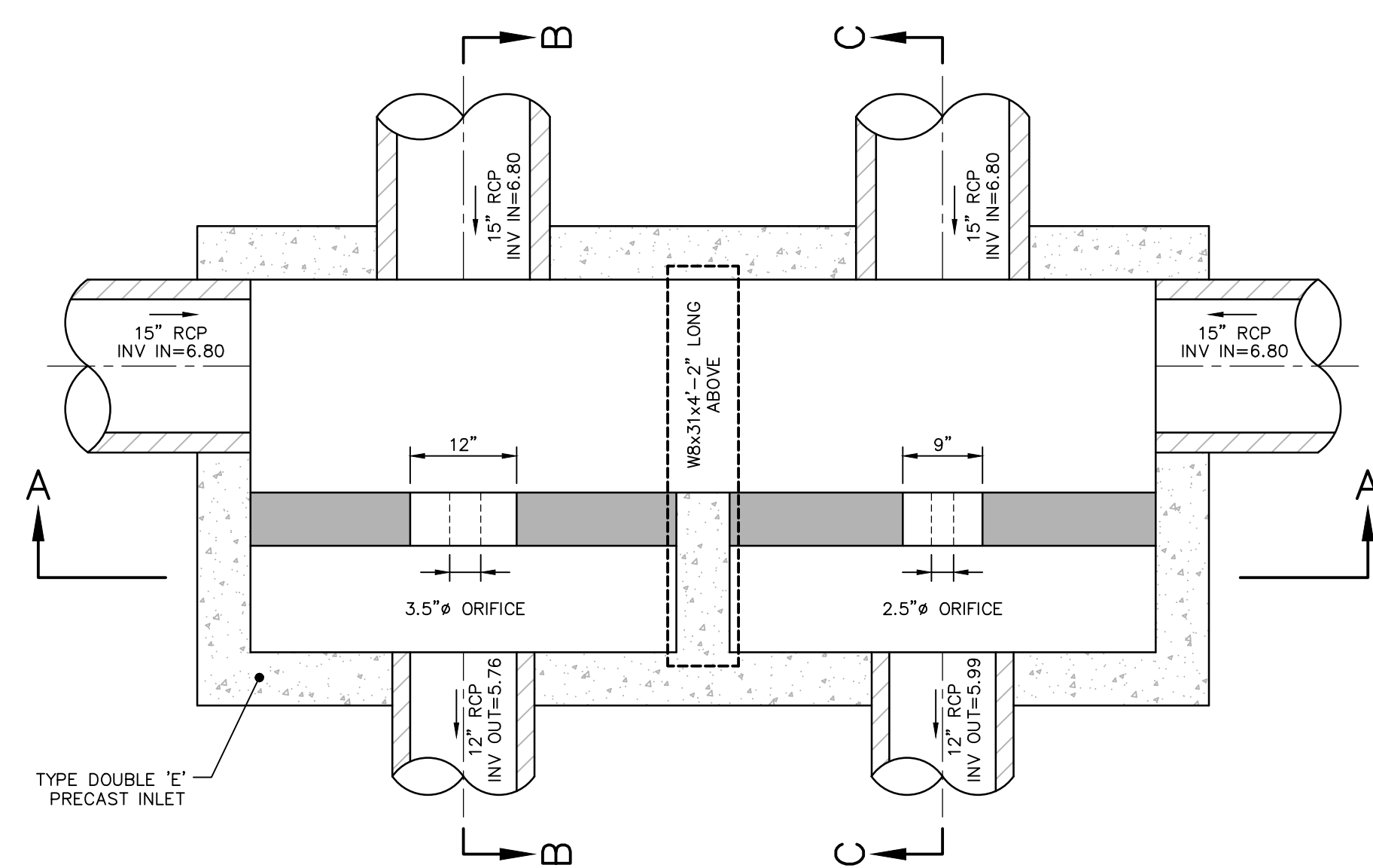
TRENCH DRAIN SYSTEM AT DRIVEWAYS (3-STORY UNITS) - SOUTHERN GUTTER
NOT TO SCALE



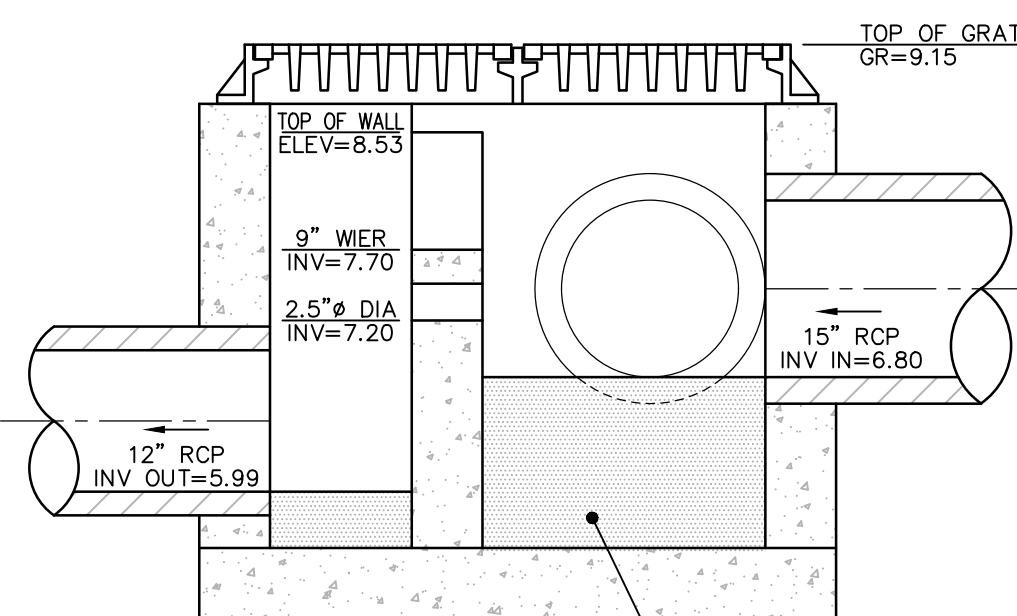
TRENCH DRAIN SYSTEM AT DRIVEWAYS (4-STORY UNITS) - NORTHERN GUTTER
NOT TO SCALE

OUTLET STRUCTURE NOTES:

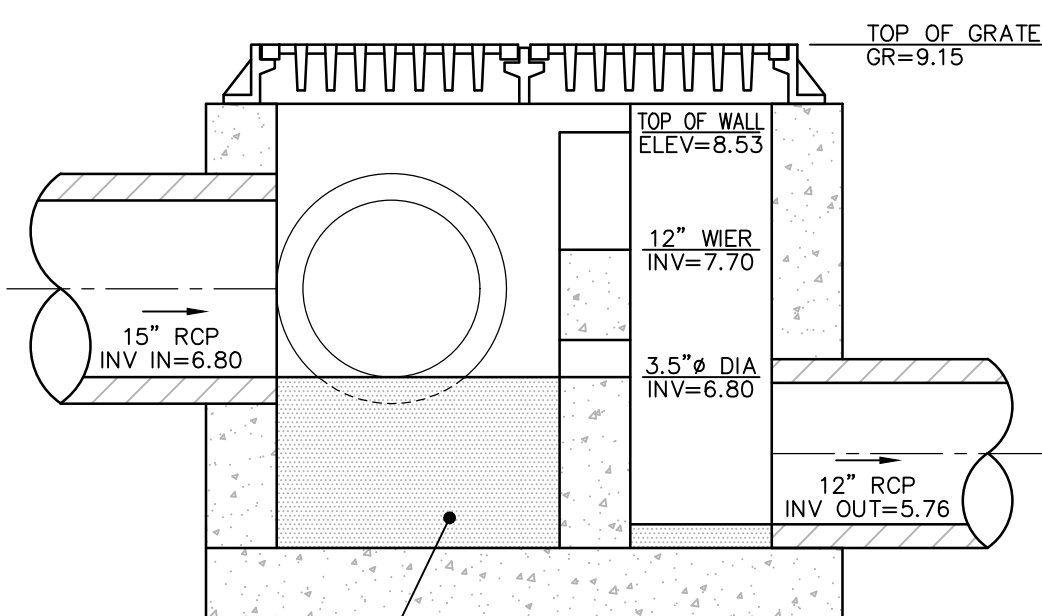
- INVERTS TO BE ELIMINATED IN BOTTOM OF TERMINAL INLETS. BOTTOMS SHALL BE DISHED AND SLOPED TOWARDS THE OUTLET PIPE AT A RATE OF GRADE OF 2 INCHES PER FOOT.
- THIS STRUCTURE MAY BE CONSTRUCTED OF CONCRETE OR CONCRETE BLOCK. IF CONCRETE BLOCK IS USED THE BOTTOM SHALL BE AS SHOWN FOR CONCRETE AND THE OUTSIDE OF THE WALLS SHALL BE PLASTERED WITH 1/2" COAT OF 1:2 CEMENT SAND MORTAR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING ADEQUATE BALLAST TO OFFSET FLUTATION FORCES ACTING ON STRUCTURE.
- ALL REINFORCEMENT IS SUBJECT TO ENGINEERS APPROVAL BEFORE CONSTRUCTION.
- ALL PRECAST STRUCTURES SHALL CONFORM TO A.S.T.M. SPEC. C-478, MINIMUM COMPRESSIVE STRENGTH 4,000 P.S.I. AT 28 DAYS. PRECAST SECTIONS SHALL HAVE FLEXIBLE WATER TIGHT RUBBER GASKET IN ACCORDANCE WITH A.S.T.M. DESIGNATION C-361 AND C-443.



OUTLET STRUCTURE 1200 (TYPE DOUBLE 'E' INLET BOX)
NOT TO SCALE



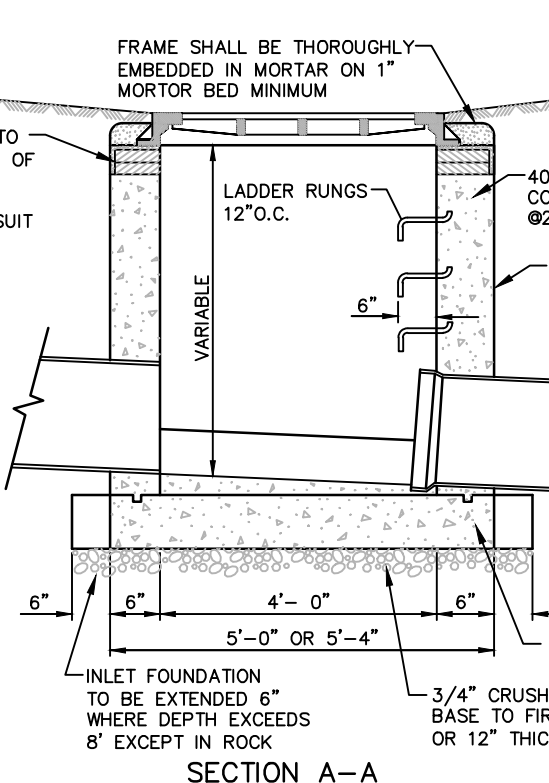
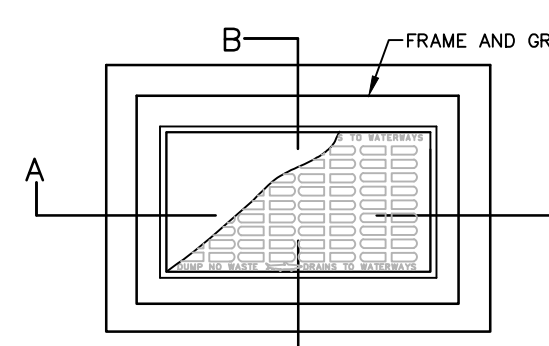
SECTION A-A
CONCRETE FILL TO INV. OF 3.5" ORIFICE



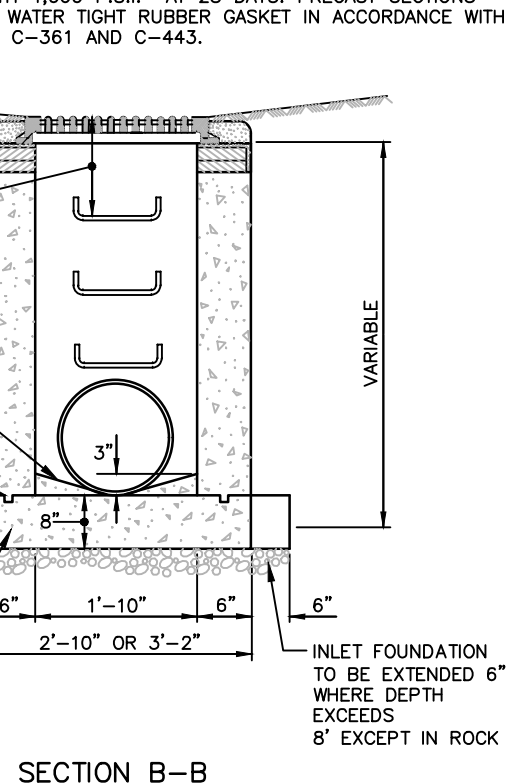
SECTION B-B
CONCRETE FILL TO INV. OF 3.5" ORIFICE

INLET TYPE 'A' NOTES:

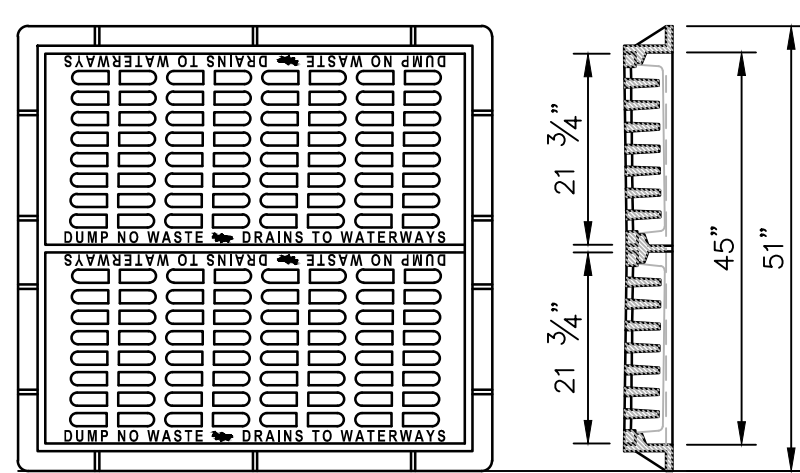
- INVERTS TO BE ELIMINATED IN BOTTOM OF TERMINAL INLETS. BOTTOMS SHALL BE DISHED AND SLOPED TOWARDS THE OUTLET PIPE AT A RATE OF GRADE OF 2 INCHES PER FOOT.
- THIS INLET MAY BE CONSTRUCTED OF CONCRETE OR CONCRETE BLOCK. IF CONCRETE BLOCK IS USED THE BOTTOM SHALL BE AS SHOWN FOR CONCRETE AND THE OUTSIDE OF THE WALLS SHALL BE PLASTERED WITH 1/2" COAT OF 1:2 CEMENT SAND MORTAR.
- CASTINGS TO BE CAMPBELL FOUNDRY PATTERN NO. 3425 OR APPROVED EQUAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING ADEQUATE BALLAST TO OFFSET FLUTATION FORCES ACTING ON STRUCTURE.
- ALL REINFORCEMENT IS SUBJECT TO ENGINEERS APPROVAL BEFORE CONSTRUCTION.
- ALL PRECAST INLETS SHALL CONFORM TO A.S.T.M. SPEC. C-478, MINIMUM COMPRESSIVE STRENGTH 4,000 P.S.I. AT 28 DAYS. PRECAST SECTIONS SHALL HAVE FLEXIBLE WATER TIGHT RUBBER GASKET IN ACCORDANCE WITH A.S.T.M. DESIGNATION C-361 AND C-443.



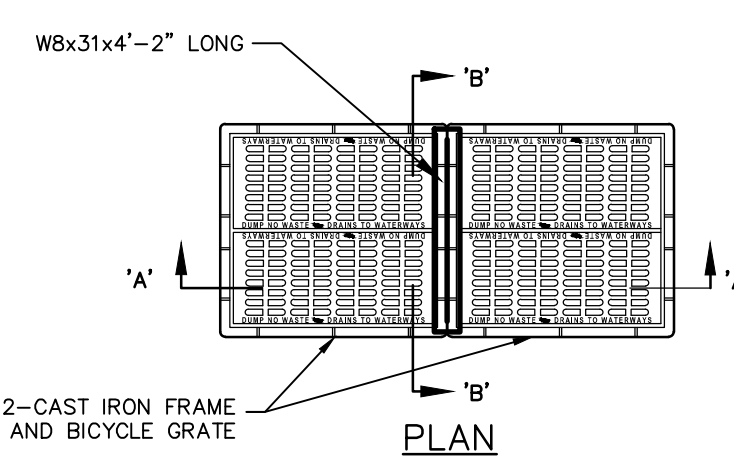
INLET TYPE "A"
N.T.S.



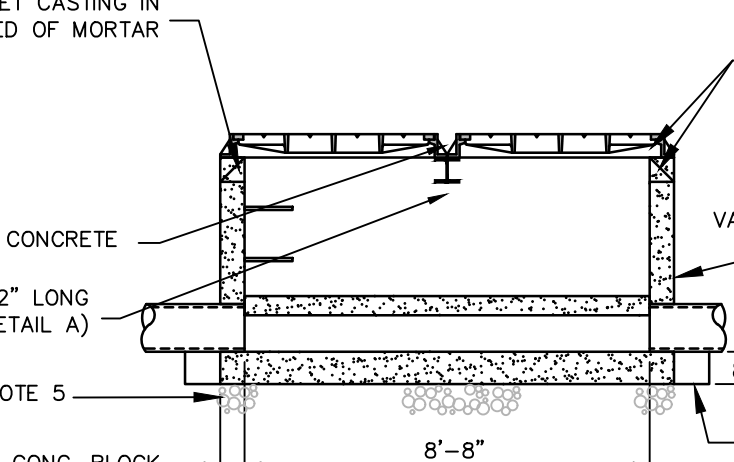
SECTION B-B



"E" INLET GRATE
NOT TO SCALE

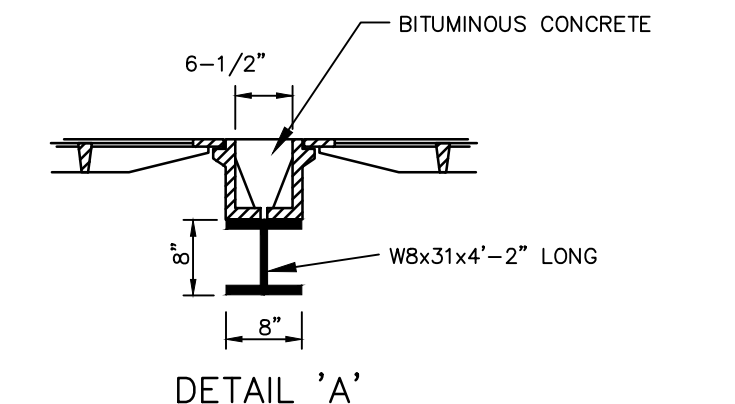


PLAN

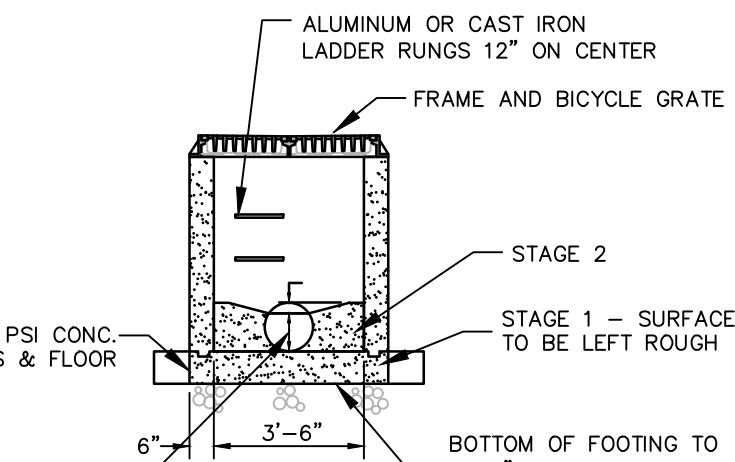


SECTION A-A

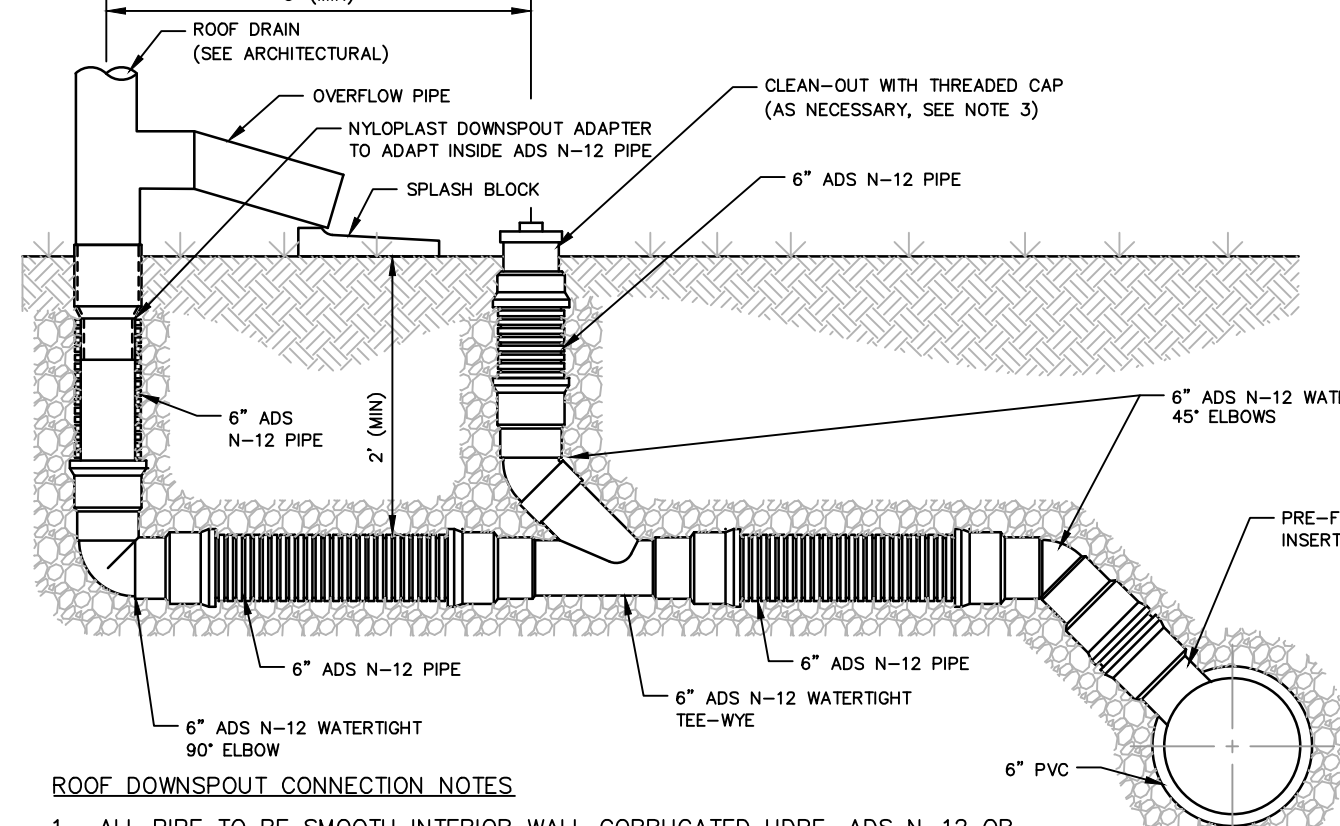
DOUBLE "E" INLET
N.T.S.



DETAIL 'A'



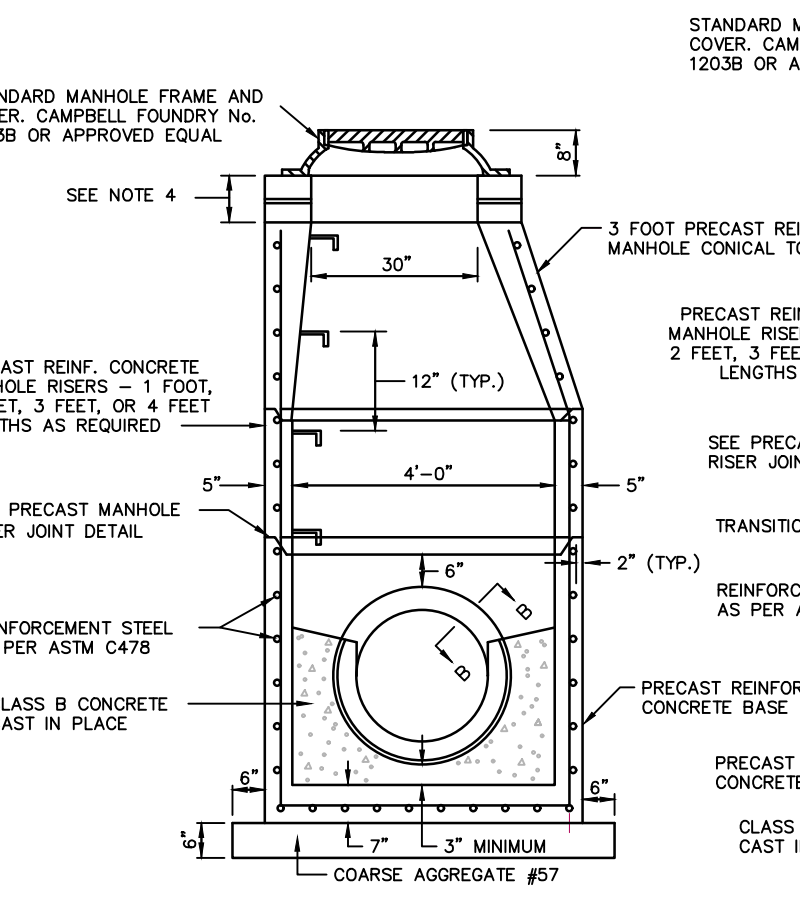
SECTION B-B



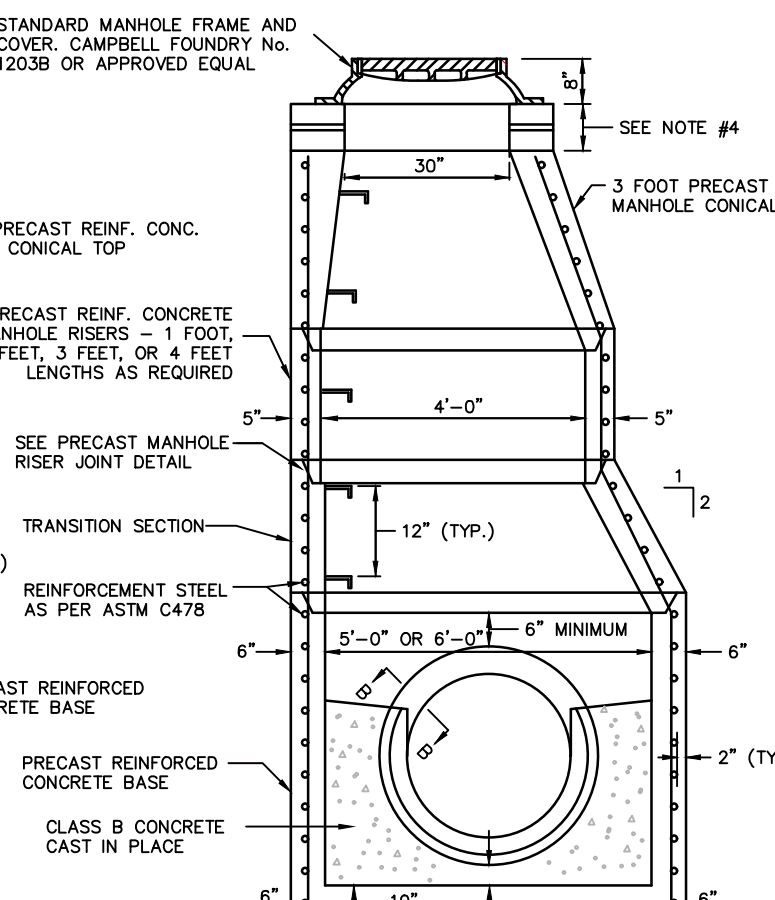
ROOF DRAIN CONNECTION NOTES:

- ALL PIPE TO BE SMOOTH INTERIOR WALL CORRUGATED HDPE, ADS N-12 OR APPROVED EQUAL.
- CONTRACTOR TO COORDINATE AND CONFIRM LOCATIONS OF ALL INTERNAL AND EXTERNAL DOWNSPOUT LOCATIONS WITH ARCHITECTURAL PLANS PRIOR TO INSTALLATION. CONNECTIONS TO BE PROVIDED FOR ALL INTERNAL AND EXTERNAL DOWNSPOUTS/DRAINS.
- IN-LINE CLEAN OUT CAN BE OMITTED IF BUILDING MOUNTED DOWNSPOUT HAS CLEAN OUT SPECIFIED NEAR EXTERNAL GRADE.

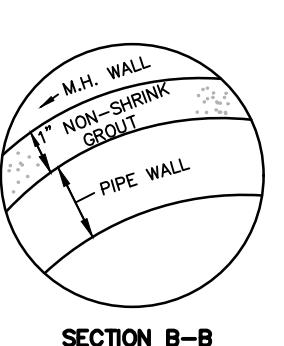
ROOF DRAIN CONNECTION DETAIL
N.T.S.



MANHOLES PRECAST CONCRETE



MANHOLES 5' DIAMETER, MANHOLES 6' DIAMETER PRECAST CONCRETE

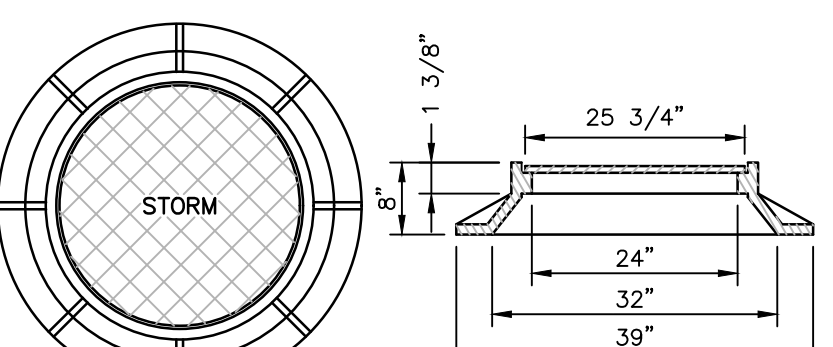


SECTION B-B

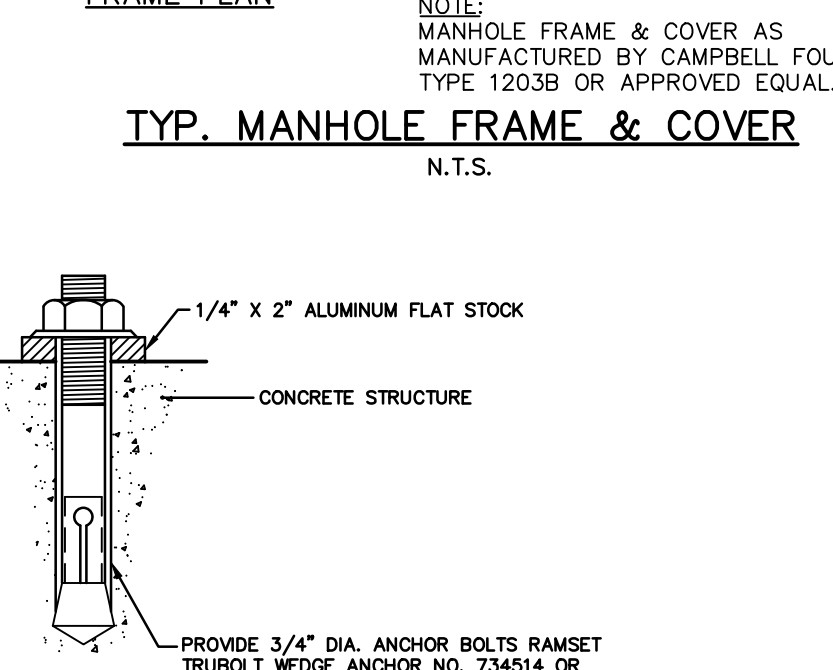
PRECAST MANHOLE RISER JOINT

GENERAL MANHOLE NOTES:

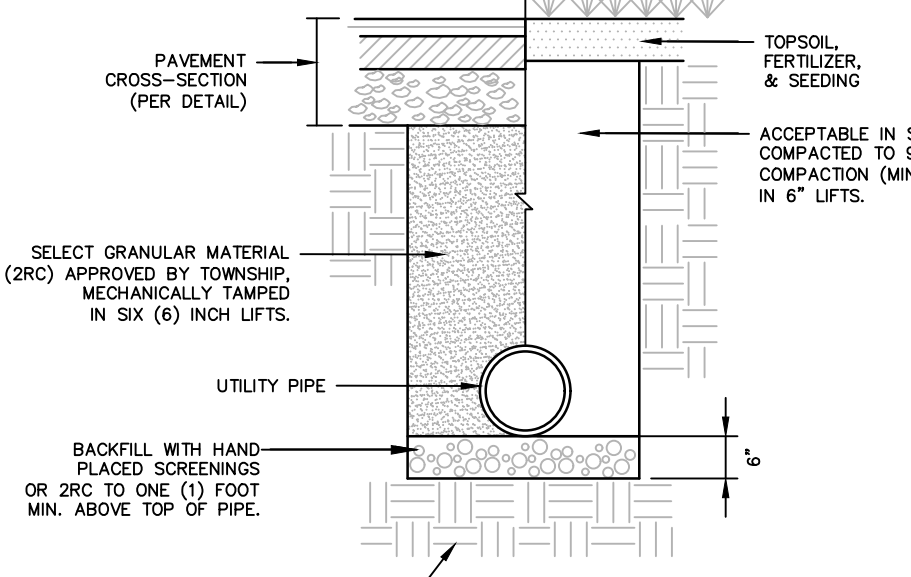
- MANHOLES MAY BE CONSTRUCTED OF BRICK, CONCRETE, CONCRETE BLOCK, OR PRECAST CONCRETE.
- WHEN THE DEPTH OF A MANHOLE EXCEEDS 10 FEET AS MEASURED FROM TOP OF COVER TO INVERT, THE WALLS OF BRICK, CONCRETE, OR CONCRETE BLOCK BELOW A DEPTH OF 8 FEET SHALL BE 12 INCHES THICK. THE OVERALL HORIZONTAL DIMENSIONS SHALL BE INCREASED 12 INCHES AND THE DEPTH OF THE FOUNDATION INCREASED TO 12 INCHES. WHEN ROCK IS ENCOUNTERED THE HORIZONTAL DIMENSION AND DEPTH OF THE FOUNDATION SHALL NOT BE INCREASED. THE THICKNESS OF PRECAST CONCRETE MANHOLE WALLS DOES NOT HAVE TO BE INCREASED IF THE DEPTH OF THE MANHOLE EXCEEDS 10 FEET.
- CASTINGS OF PRECAST MANHOLES SHALL BE ADJUSTED TO GRADE WITH COURSES OF BRICK OR CONCRETE BLOCK AS REQUIRED, 12 INCHES MINIMUM.
- AS AN ALTERNATE TO THE STANDARD MANHOLE FRAME AND COVER, A 36 INCH DIAMETER FRAME WITH A 4 INCH FLANGE MAY BE FURNISHED WITH ALL OTHER DIMENSIONS AND WEIGHTS REMAINING THE SAME.
- IN A BRICK, CONCRETE, OR CONCRETE BLOCK MANHOLE, THE INVERT SHALL BE CONSTRUCTED IN TWO STAGES.
- AS AN ALTERNATIVE, COMPAUNTER POLYPROPYLENE PLASTIC LADDER RUNGS MAY BE FURNISHED IN PRECAST MANHOLES AND INLETS.



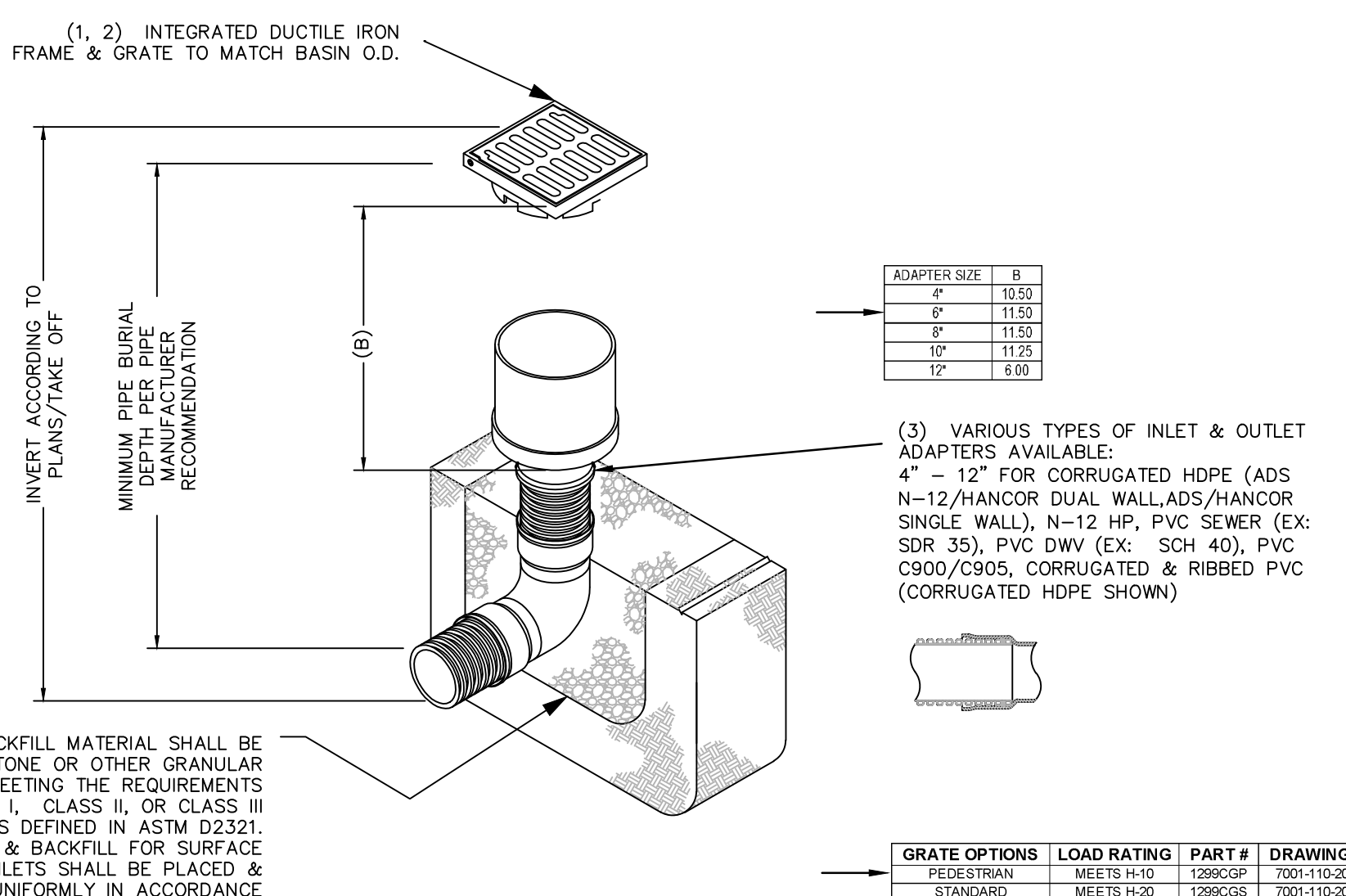
TYP. MANHOLE FRAME & COVER
N.T.S.



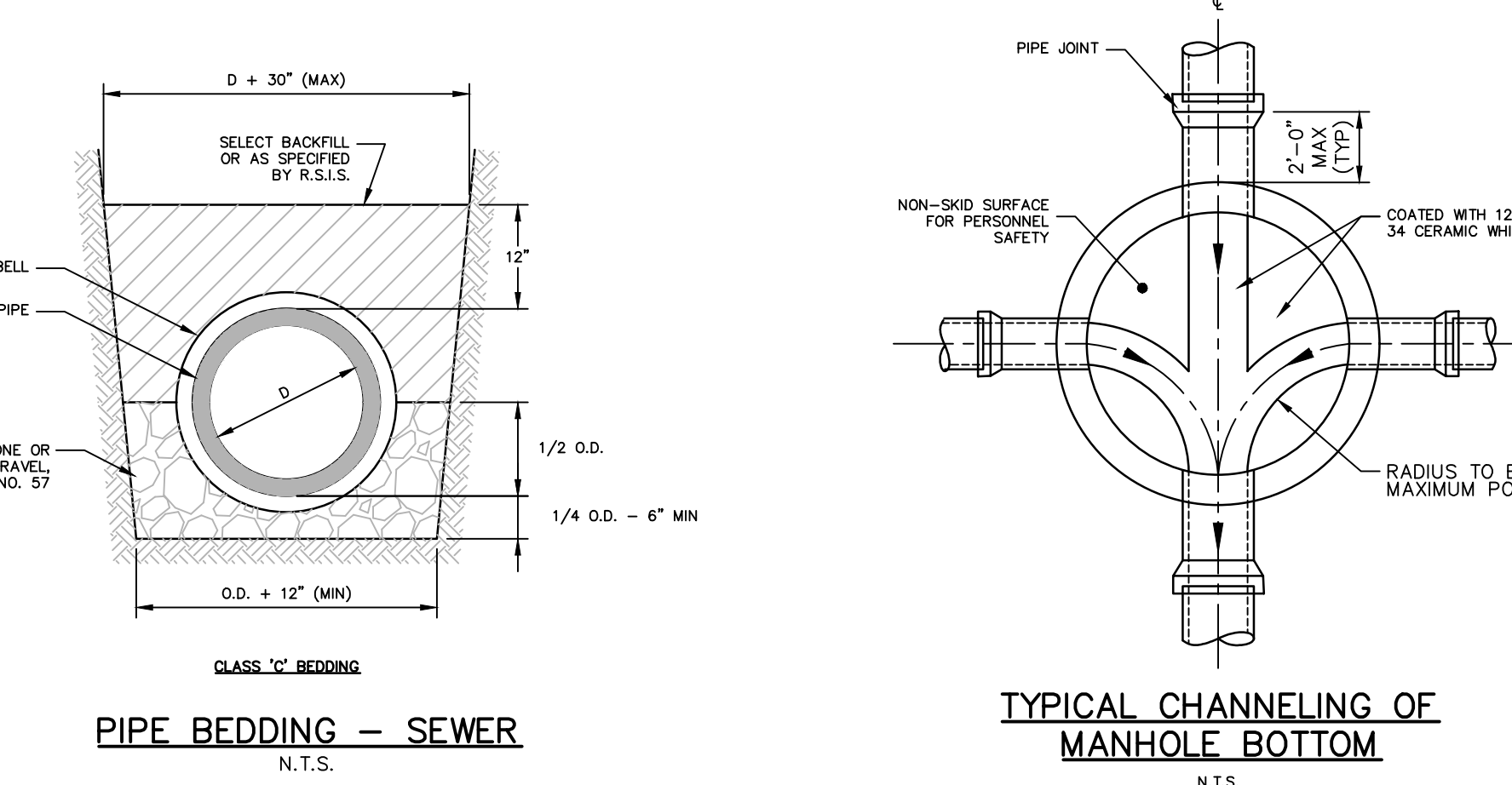
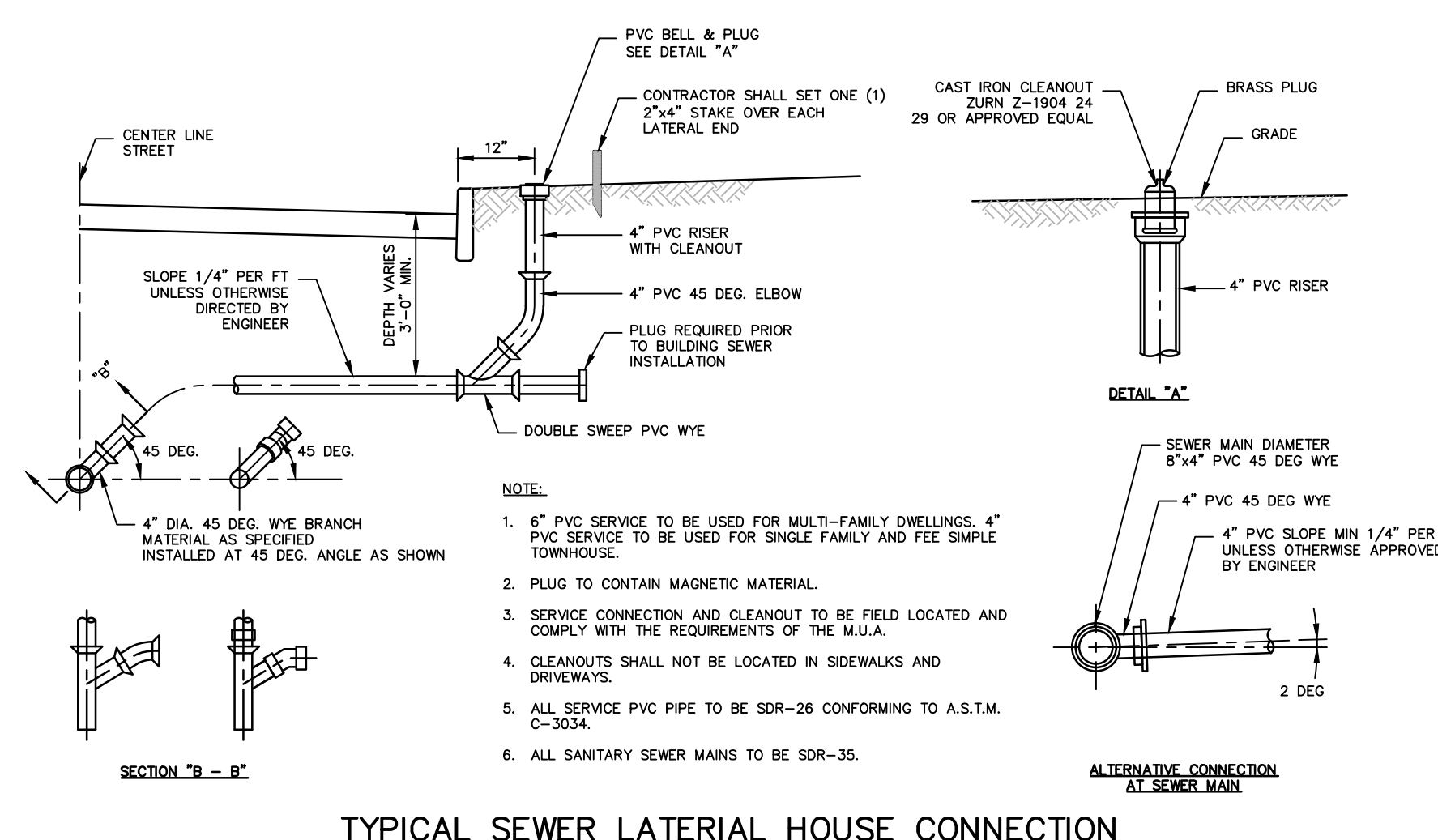
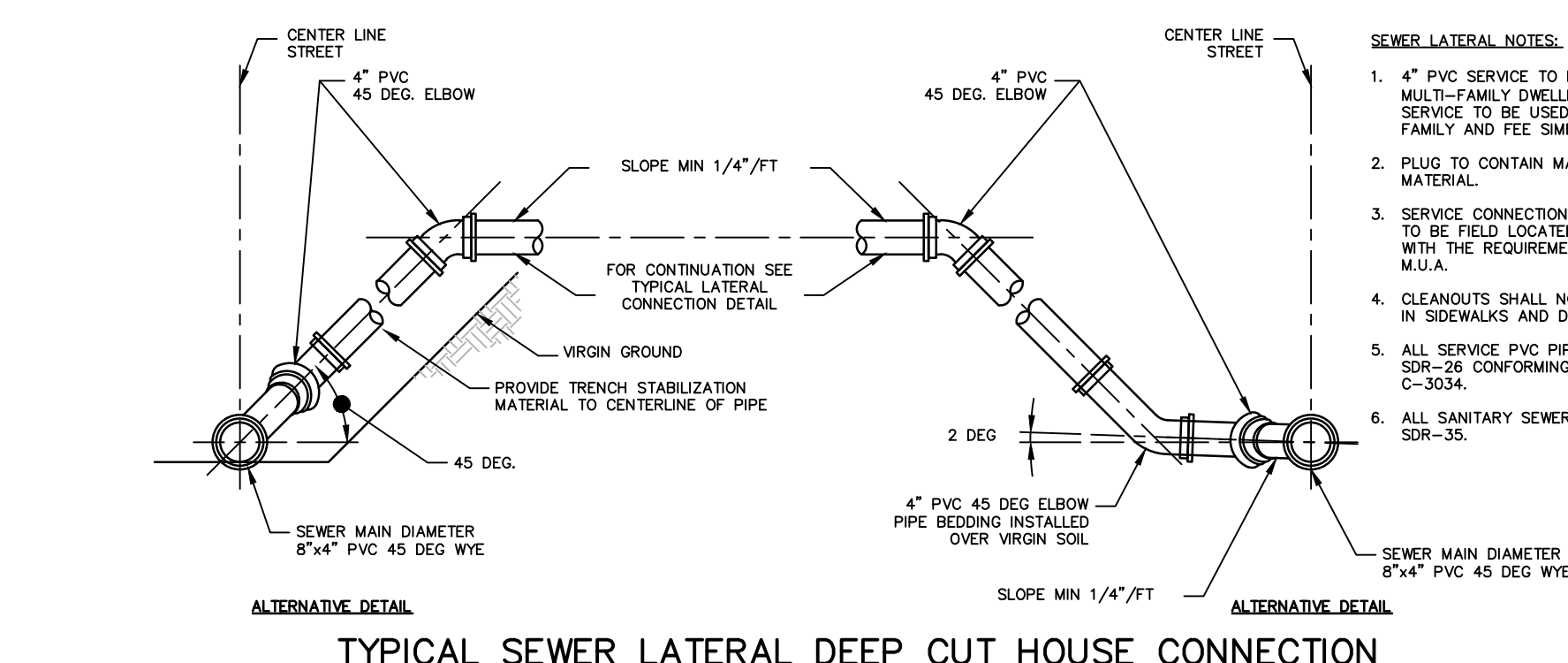
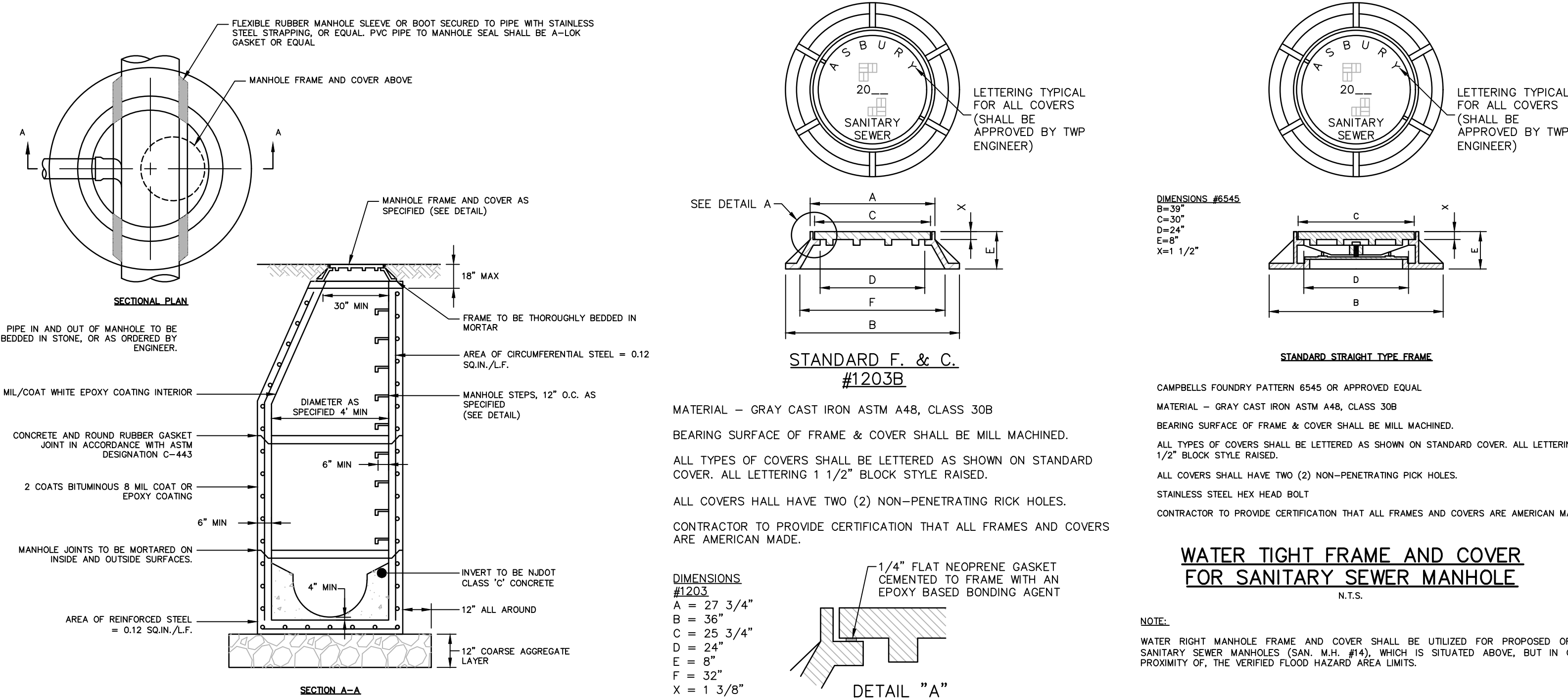
ANCHOR BOLT DETAIL
N.T.S.



STORM SEWER PIPE TRENCH DETAIL
N.T.S.



12" YARD INLET
N.T.S.



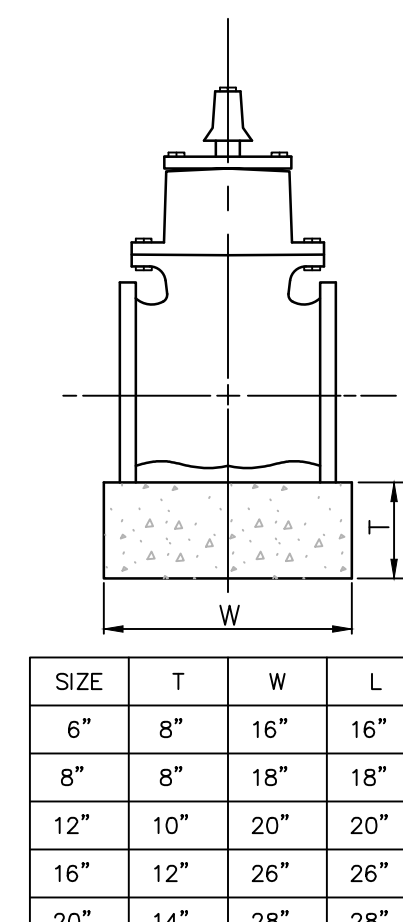
SANITARY SEWER DETAILS

THRUST BLOCK TABLE									
DIAMETER (IN.) OF PIPE (INCHES)	UP TO 22-1/2" BEND	UP TO 45" BEND	UP TO 90" BEND	TEES AND PLUGS	DEAD END TEE AND 90° BEND				
4	0.6	1.2	2.1	1.5	A: 1.5 B: 0.6				
6	1.2	2.4	4.5	3.3	A: 3.3 B: 1.2				
8	2.1	4.2	8.1	5.7	A: 5.7 B: 2.4				
10	3.3	6.9	12.6	8.7	A: 8.7 B: 3.9				
12	5.1	9.9	18.0	12.6	A: 12.6 B: 5.4				
16	8.7	17.4	32.1	22.5	A: 22.5 B: 9.6				
20	13.8	27.0	50.1	35.4	A: 35.4 B: 14.7				
24	19.8	39.0	72.0	51.0	A: 51.0 B: 21.0				

MINIMUM SIZE OF CONCRETE THRUST BLOCKS									
d	A	B	C	A	B	C	A	B	C
4"	2'-0"	8"	1'-3"	2'-0"	8"	1'-3"	1'-3"	6"	1'-3"
6"	2'-0"	8"	1'-3"	2'-0"	8"	1'-3"	1'-4"	6"	1'-3"
8"	2'-0"	8"	1'-4"	2'-0"	8"	1'-4"	1'-9"	6"	1'-9"
10"	2'-0"	10"	2'-0"	2'-0"	10"	2'-0"	1'-9"	10"	2'-0"
12"	2'-0"	10"	2'-0"	2'-0"	10"	2'-0"	1'-9"	10"	2'-0"
16"	2'-0"	12"	3'-8"	2'-0"	12"	3'-8"	2'-0"	12"	3'-8"
20"	2'-0"	12"	4'-0"	2'-0"	12"	4'-0"	2'-0"	12"	4'-0"

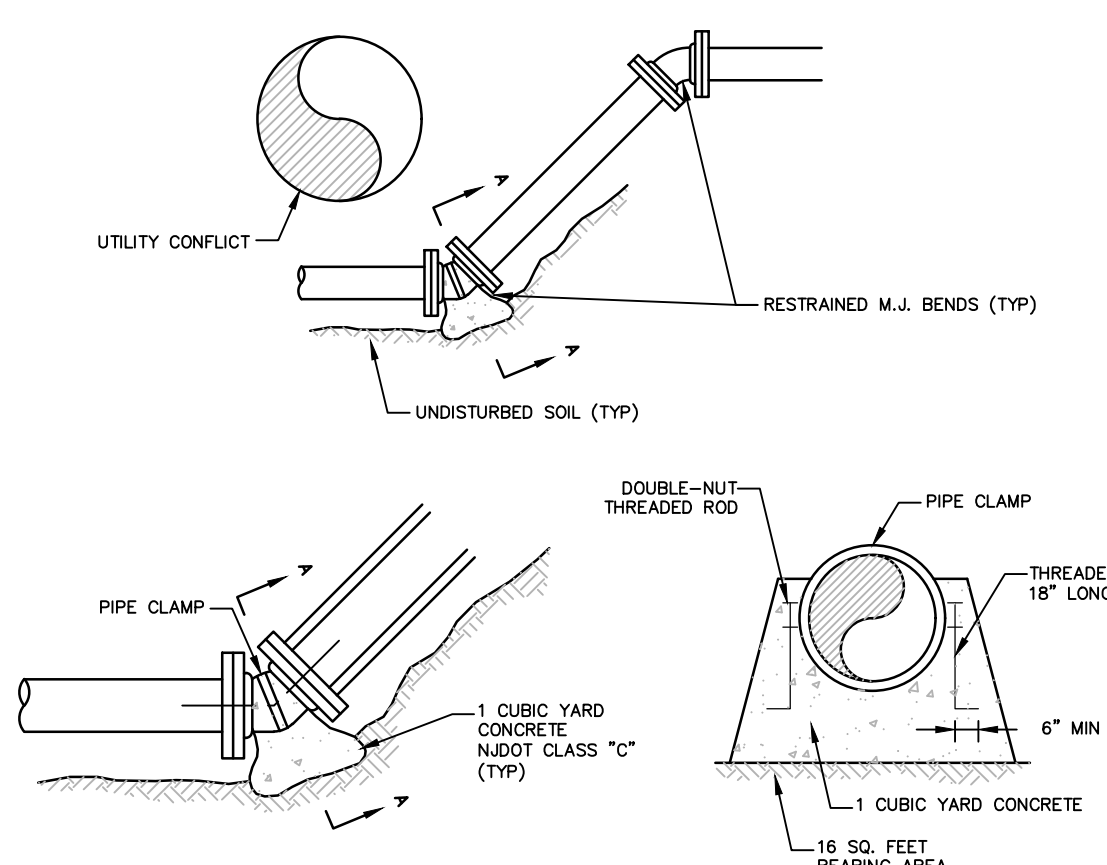
CONCRETE THRUST BLOCK
N.T.S.

THRUST BLOCK NOTES:
1. THRUST BLOCKS TO BE USED FOR WATER MAIN AND FORCE MAINS AT ALL BENDS, TEES, REDUCERS AND PLUGS.
2. BEARING AREAS FOR THRUST BLOCKS ARE BASED ON THE UNDISTURBED SOIL WITH BEARING CAPACITY OF 1000 LBS. PER SQ. FT. FOR OTHER SOILS OF LESS BEARING CAPACITY, THE AREAS SHALL BE ADJUSTED ACCORDINGLY. (FIG. 14, ASCE "PIPELINE DESIGN FOR WATER AND WASTEWATER, 1975").
3. ALL CONCRETE FOR THRUST BLOCKS SHALL BE 3000 PSI COMPRESSIVE STRENGTH WITHIN 28 DAYS.
4. THE THRUST BLOCKS SHALL BE POURED FROM FITTING SUCH THAT THEY BEAR ON THE UNDISTURBED WALL OF THE TRENCH.
5. THE TABULATED CONTACT BEARING AREAS LISTED ARE FOR HORIZONTAL AND DOWNWARD THRUST ONLY AND ARE NOT APPLICABLE FOR UPWARD THRUST.

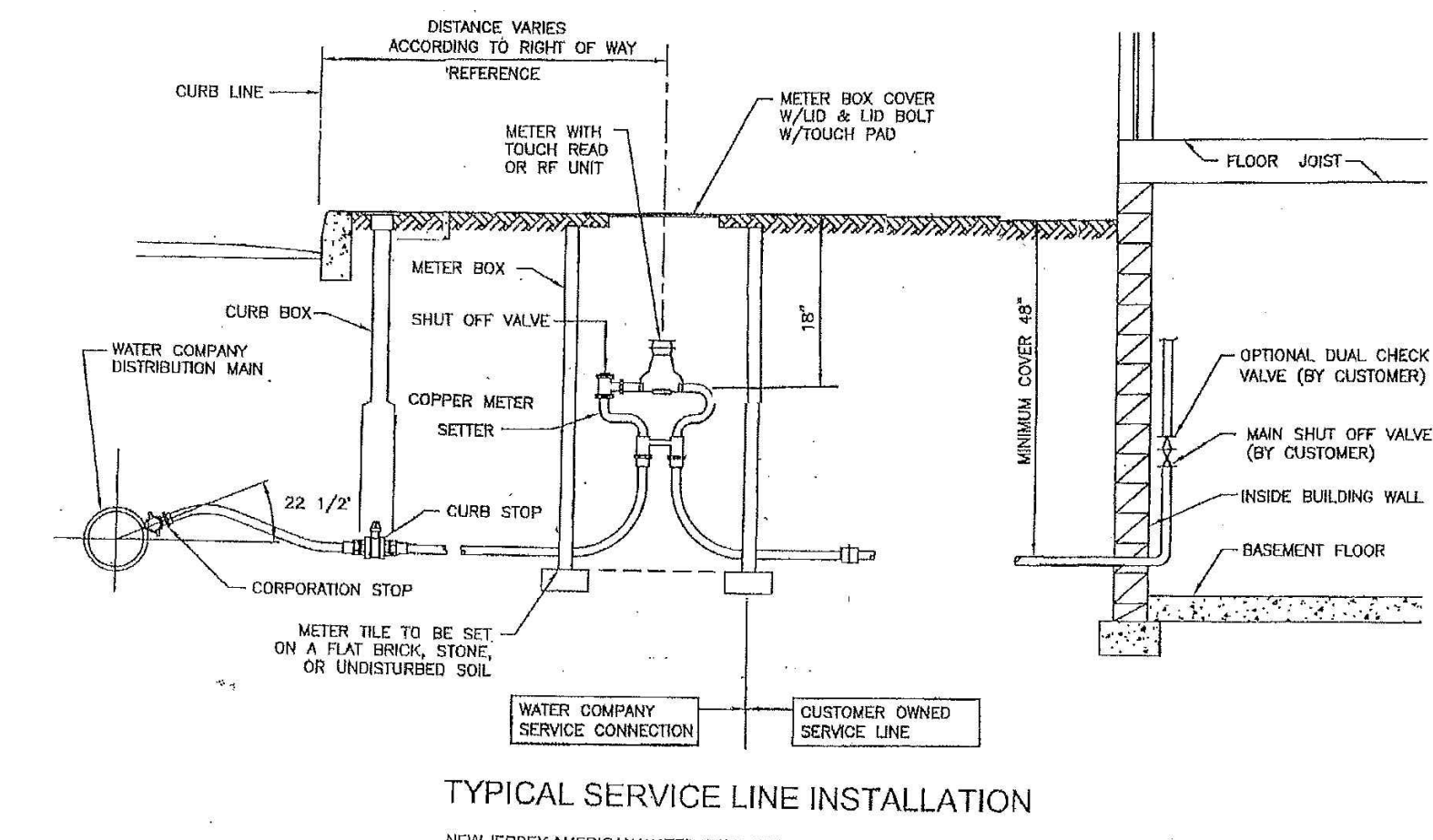
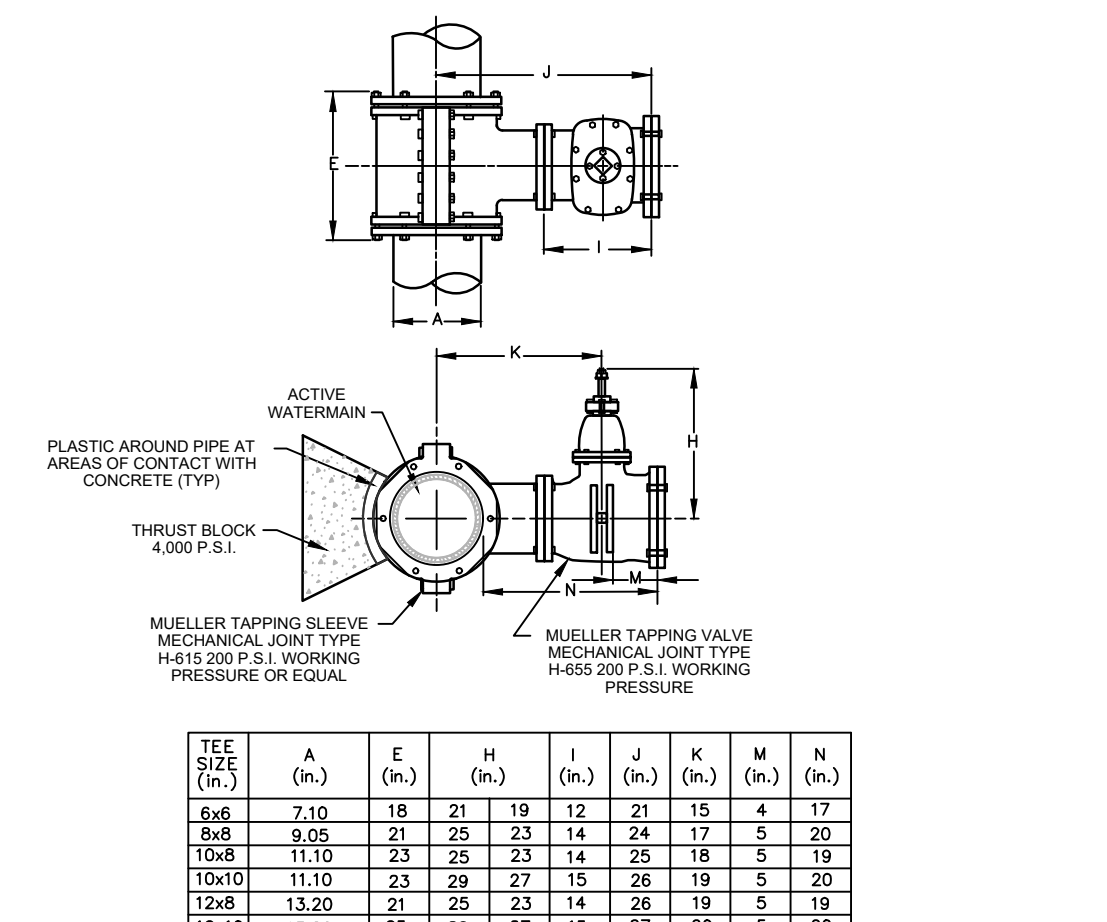


NUMBER AND SIZE OF RODS REQUIRED AND PIPE LENGTH IN FEET * TO BE RESTRAINED									
PIPE SIZE IN INCHES	90° TEE OR DEAD END PLUG		45°		22 1/2°				
4	2	3/4"	30'	2	3/4"	10'	2	3/4"	5'
6	2	3/4"	40'	2	3/4"	10'	2	3/4"	5'
8	4	3/4"	50'	2	3/4"	15'	2	3/4"	5'
10	4	3/4"	60'	2	3/4"	20'	2	3/4"	5'
12	4	7/8"	70'	2	3/4"	20'	2	3/4"	5'
14	4	1"	80'	2	3/4"	25'	2	3/4"	5'
16	4	1"	80'	2	3/4"	25'	2	3/4"	5'

* LENGTH OF MECHANICAL JOINT RESTRAINED IS FOR EACH SIDE OF BEND
USE OF MECHANICAL JOINT RESTRAINER GLANDS SHALL PROVIDE A THRUST RESTRAINT SYSTEM EQUIVALENT TO THAT LISTED IN THE TABLE FOR CLAMPS AND RODS.
LENGTHS ARE BASED ON THE FOLLOWING CRITERIA:
100 PSI WORKING PRESSURE PLUS SURGE AND 2'-8" OF COVER TABLE IS FOR USE WITH C.I./D.I.P. ONLY IF ACTUAL CONDITIONS ARE MORE SEVERE OR LARGER PIPES ARE PROPOSED, THEN SPECIAL COMPUTATION MUST BE PERFORMED BY DESIGNER.
JOINT RESTRAINT SCHEDULE
N.T.S.



CONSTRUCTION NOTES:
1. ALL BENDS 11 1/4" OR GREATER SHALL BE RESTRAINED WITH A MECHANICAL JOINT RESTRAINER GLAND OR EQUAL.
2. ALL BENDS SHALL BE THRUST WITH GRAVEL AND CONCRETE.
3. JOINTS SHALL BE RESTRAINED 2 FEET PIPE LENGTHS UP AND DOWN STREAM OF 45° BENDS WITH MECHANICAL JOINT RESTRAINER GLAND OR EQUAL. JOINT RESTRAINT SYSTEM FOR BENDS GREATER THAN 45° SHALL BE APPROVED BY THE ENGINEER.
4. PIPE CLAMP SHALL BE CARBON STEEL. THREADED RODS SHALL BE GRADE A-36. AREA NOT EMBEDDED IN CONCRETE SHALL BE BITUMINOUS COATED.



WATER DETAILS

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
ESE Consultants, Inc.
100 Willow Brook Road • Suite 200 • Freehold, NJ 07728
T: 732-446-8446
New Jersey Certificate of Authorization No. 246A7999900

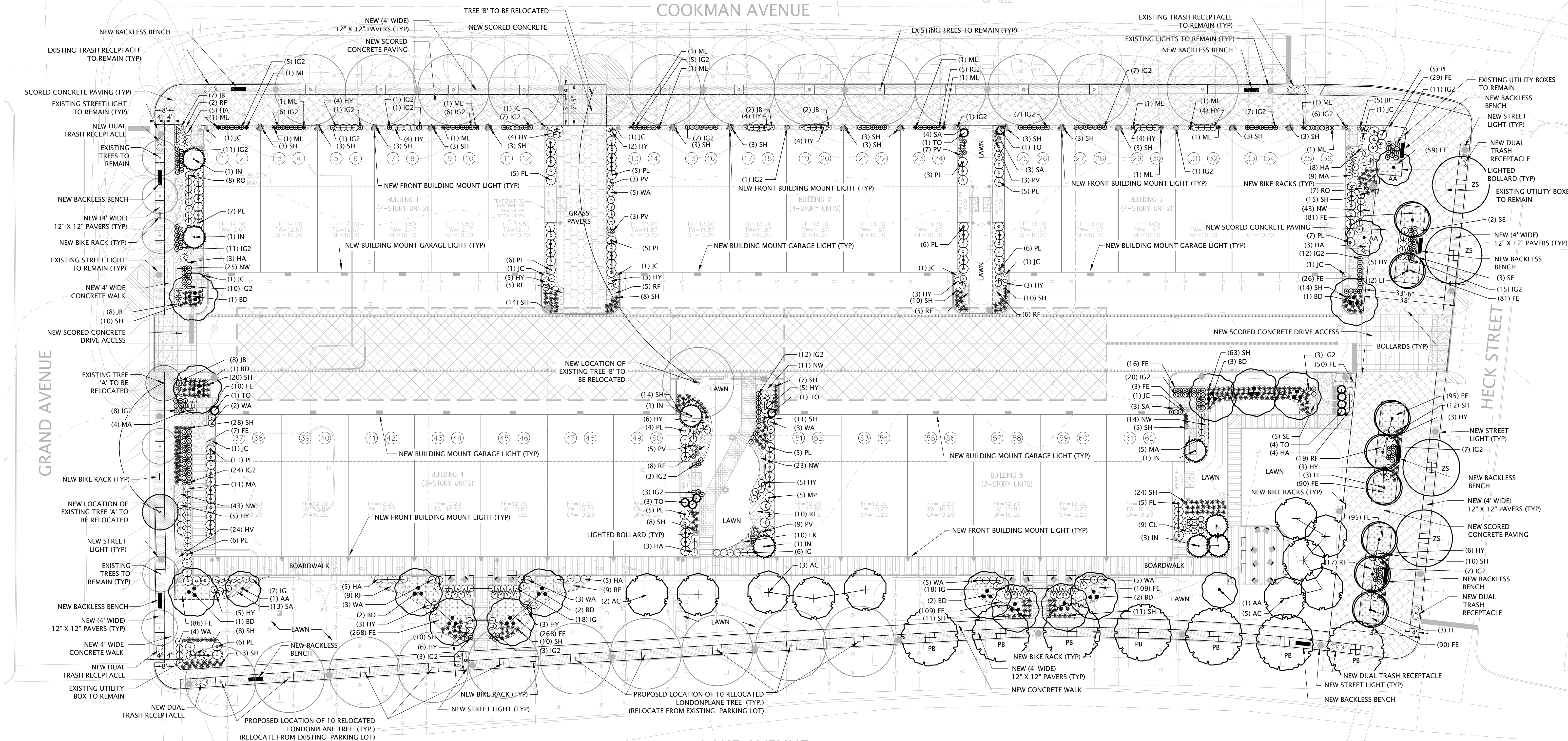
REV	DATE	DESCRIPTION
1.	02/03/22	REVISED PER 07/05/22 TRC MEETING

New Jersey One Call
Corporate Phone South
Parsippany, NJ 08854
1-800-272-1000
or 855-1-1-800-272-1000
www.811-nj.com
Call before you dig.

CONSTRUCTION DETAILS IV
PRELIMINARY AND FINAL MAJOR SITE PLAN
ASBURY PARK WATERFRONT DEVELOPMENT
BLOCK 3103, LOT 1 (TAX MAP #31.03/15/2012, LAST REV. 10/2018)
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

DATE:	11/18/2021	SCALE:	AS NOTED
DESIGN:	A/J	DRAWN:	T/J
JOB NO.:	7915	FILE NAME:	7915-08-DET
REF. NO.:			
SHEET NO.:	11	OF	15

SD08.03



STREET LIGHT INFORMATION

SEE SHEET SD06.02 FOR DETAILED LIGHTING INFORMATION

PROPOSED LIGHT	SYMBOL
STREET LIGHT	
FRONT OF UNIT BUILDING MOUNT LIGHT	
REAR OF UNIT GARAGE MOUNT LIGHT	
BOLLARD LIGHT	

GENERAL NOTES:

- FOR LANDSCAPE PURPOSES ONLY.
- ALL DISTURBED AREAS (OPEN SPACE & LAWN AREAS AROUND BUILDINGS) SHALL BE SEED OR SODDED. SEED MIXTURES SPECIFICATIONS AND GRASS TYPES SHALL MEET TOWNSHIP REQUIREMENTS PRIOR TO INSTALLATION.
- LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES (PROPOSED AND EXISTING) PRIOR TO INSTALLATION. IF DISCREPANCIES OCCUR, THE PROJECT MANAGER SHALL BE NOTIFIED IMMEDIATELY.
- SUBSTITUTION AND FINAL LOCATION OF ALL PLANT MATERIAL IS SUBJECT TO LANDSCAPE ARCHITECT AND TOWN APPROVAL.
- IF DISCREPANCIES OCCUR IN THE PLANT SCHEDULE QUANTITIES THE PLAN SHALL SUPERSEDE.
- NO TREES SHALL BE PLANTED WITHIN 5 FEET OF SANITARY LATERALS.
- ALL STREET TREES SHALL BE PLANTED OUTSIDE STREET AND UTILITY RIGHT OF WAYS, AND SIGHT TRIANGLES.
- SEE SHEET SD06.02 FOR LIGHTING PLAN.

PLANT SCHEDULE

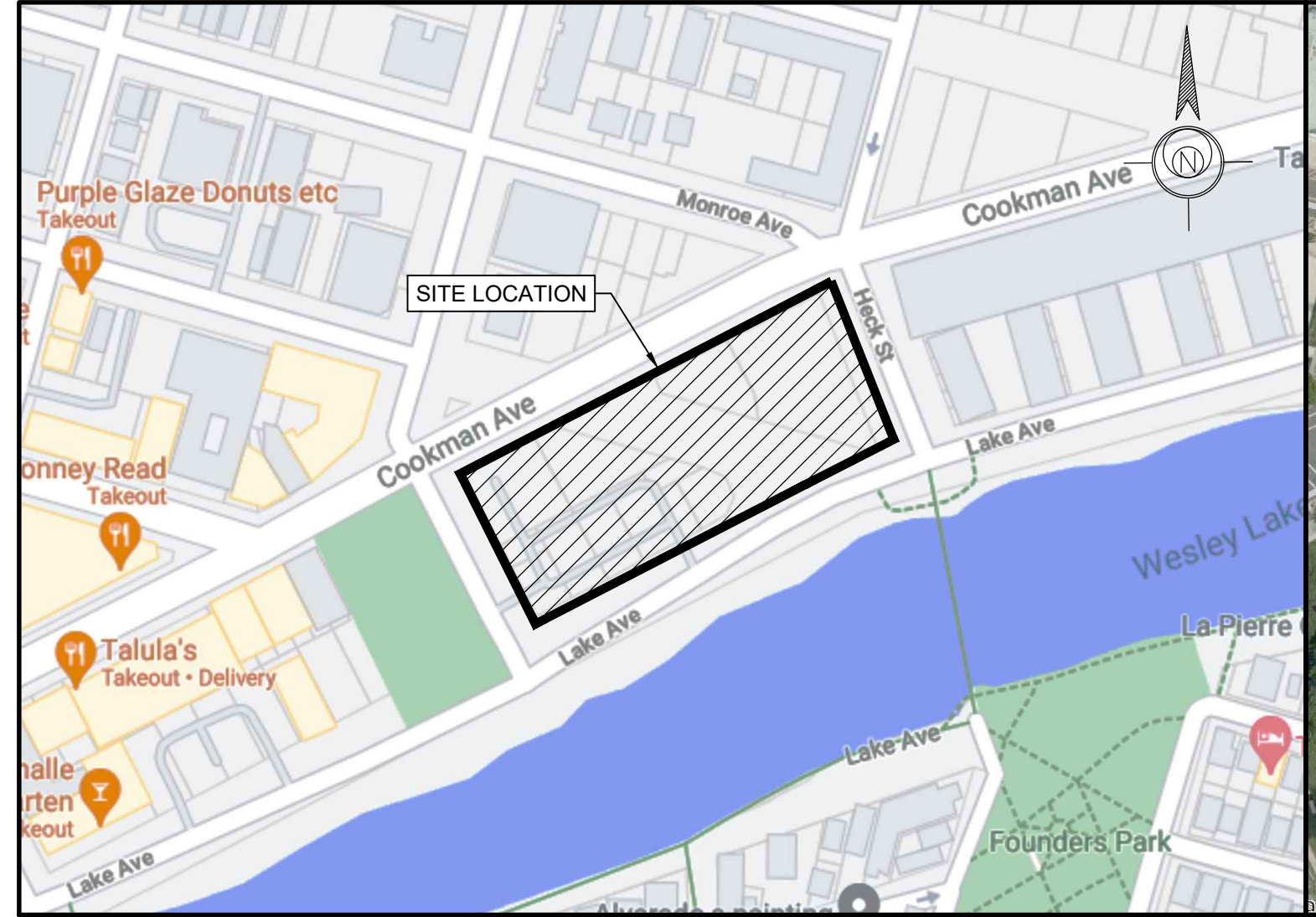
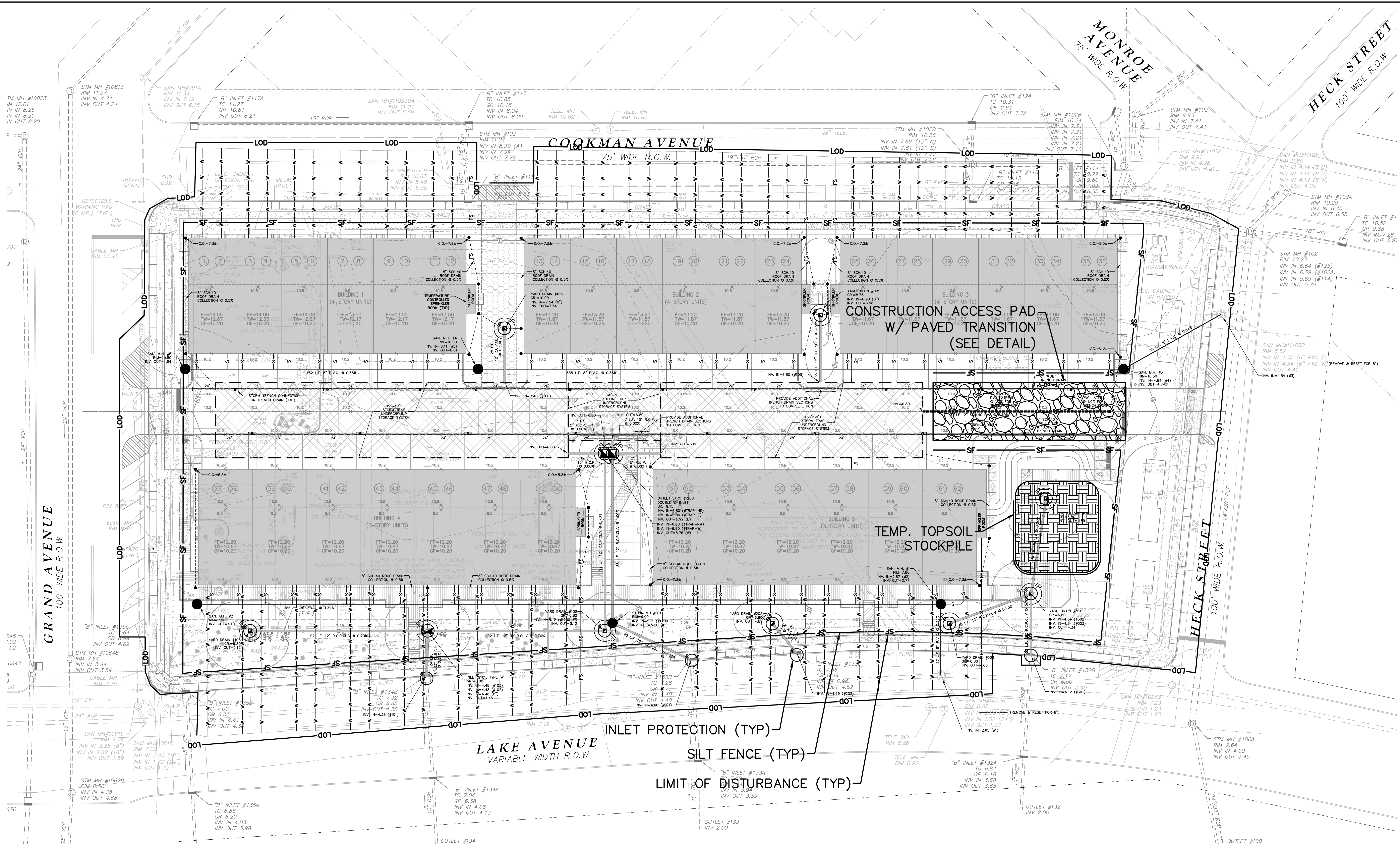
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE
AA	4	ACER RUBRUM 'ARMSTRONG'	COMMON NAME ARMSTRONG RED MAPLE	B & B	2 1/2' - 3" CAL.	ML	16	MUHLBERGIA CAPILLARIS 'LENCA' TM	REGAL MIST PINK MUHLY GRASS	CONT.	1 GAL.
AC	10	AMELANCHIER CANADENSIS 'SPRIZAM' TM	SPRING GLORY CANADIAN SERVICEBERRY	B & B	2 1/2' - 3" CAL.	PV	30	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	CONT.	1 GAL.
BD	15	BETULA NIGRA 'BNMTF' TM	DURA HEAT RIVER BIRCH	B & B	10' MIN. HT.	SH	390	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSIDE	CONT.	1 GAL.
IN	8	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	B & B	7-8' HT.	PERENNIALS AND GROUNDCOVER	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE
LI	8	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE' MULTI-TRUNK	MUSKOGEE GRAPE MYRTLE	B & B	8' MIN. HT.	FE	1,572	FESTUCA GLAUCA 'ELIJAH BLUE'	ELIJAH BLUE FESCUE	1 GAL.	12" o.c.
PB	7	PLATANUS X ACERIFOLIA 'BLOODGOOD' SINGLE-TRUNK	BLOODGOOD LONDON PLANE TREE	B & B	2 1/2' - 3" CAL.	HV	24	HEUCHERA AMERICANA 'RUBY VEIL'	RUBY VEIL ALUMROOT	1 GAL.	15" o.c.
TO	11	THUJA OCCIDENTALIS 'NIGRA'	BLACK ARBORVITAE	B & B	6 - 7' HT.	LK	10	LIATRIS SPICATA 'KOBOLD'	KOBOLD SPIKE GAYFEATHER	1 GAL.	18" o.c.
ZS	4	ZELKOVA SERRATA 'GREEN VASE' MIN. 7' BRANCH HEIGHT	GREEN VASE SAWLEAF ZELKOVA	B & B	3-3 1/2' CAL.	NW	165	NEPETA X 'WALKER'S LOW'	WALKER'S LOW CATMINT	1 GAL.	15" o.c.
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	RF	113	RUDBECKIA FULGIDA 'GOLDSTURM'	GOLDSTURM CONEFLOWER	1 GAL.	24" o.c.
CL	9	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	HUMMINGBIRD SUMMERSWEET	CONT.	18" MIN. HT.	SA	23	SALVIA X SUPERBA 'MAY NIGHT'	MAY NIGHT MEADOW SAGE	1 GAL.	18" o.c.
HA	36	HYDRANGEA ARBORESCENS 'ANNABELLE'	ANNABELLE HYDRANGEA	CONT.	24"-30" HT.	SE	10	SEDUM X 'AUTUMN JOY'	AUTUMN JOY SEDUM	1 GAL.	24" o.c.
HY	99	HYDRANGEA MACROPHYLLA 'RAGRA' TM	CITYLINE RIO HYDRANGEA	CONT.	24"-30" HT.						
IG	49	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKERRY HOLLY	CONT.	24"-30" HT.						
IG2	248	ILEX GLABRA 'SMNIGAB17' TM	GEM BOX INKERRY HOLLY	CONT.	18" MIN. HT.						
JC	12	JUNIPERUS COMMUNIS 'GOLD CONE'	GOLD CONE COMMON JUNIPER	48" HT.							
JB	32	JUNIPERUS HORIZONTALIS 'BAR HARBOR'	BAR HARBOR CREEPING JUNIPER	CONT.	18" MIN. SPR.						
MA	29	MAHONIA AQUIFOLIUM 'ATROPURPUREA'	OREGON GRAPE	CONT.	24"-30" HT.						
MP	5	MYRICA PENNSYLVANICA 'BOBZAM'	BOBEE NORTHERN BAYBERRY	B & B	48" MIN. HT.						
PL	104	PRUNUS LAUROCERASUS 'OTTO LUYKEN'	OTTO LUYKEN ENGLISH LAUREL	CONT.	24"-30" HT.						
RO	15	ROSA X 'RADTKO'	DOUBLE KNOCK OUT RED ROSE	CONT.	24"-30" HT.						
WA	30	WEIGELA FLORIDA 'ALEXANDRA' TM	WINE & ROSES WEIGELA	CONT.	24"-30" HT.						

TREE PRESERVATION & LANDSCAPE PLAN

PRELIMINARY AND FINAL MAJOR SITE PLAN
 ASBURY PARK WATERFRONT DEVELOPMENT
 BLOCK 3103, LOT 1 (TAX MAP #31.03/15/2012, LAST REV. 10/2018)
 CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

DATE:	11/18/2021	SCALE:	1"=20'
DESIGN:	ESE	DRAWN:	LAC
JOB NO.:	7915	FILE NAME:	7915-09-LAND
REF. NO.:	SD09.01		
SHEET NO.:	12	OF	15

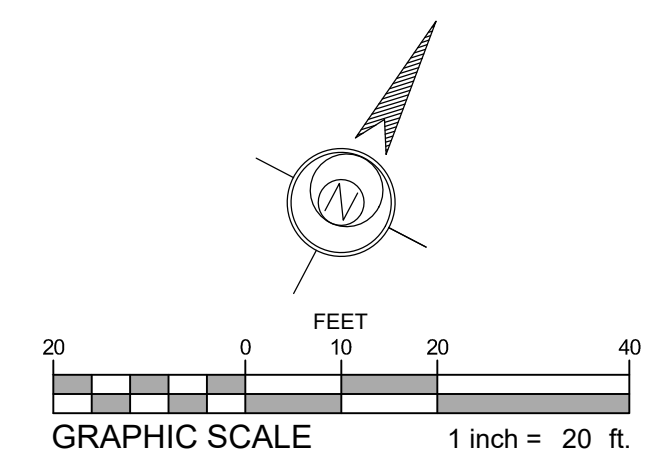
Packet F



SOILS LEGEND		
Soil Types	Soil Description	Hydrologic Group
UR	Urban Land	-

LEGEND	
	LIMIT OF DISTURBANCE
	SOIL STOCKPILE
	PROPOSED STABILIZED CONSTRUCTION ENTRANCE
	INLET PROTECTION
	SILT FENCE

THIS PLAN TO BE USED FOR SOIL EROSION PURPOSES ONLY



ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
ESE Consultants, Inc.
100 Willow Brook Road • Suite 200 • Freehold, NJ 07728
T: 732-446-8446
New Jersey Certificate of Authorization No. 246A2999900

DATE: 11/18/2021
DESIGN: JSK
JOB NO.: 7915
REF. NO.: 14
SHEET NO.: 14 OF 15

SCALE: 1"=20'
DRAWN: TJG
FILE NAME: 7915-20-ENS
PROJECT: PRELIMINARY AND FINAL MAJOR SITE PLAN FOR ASBURY PARK WATERFRONT DEVELOPMENT BLOCK 3103, LOT 1 (TAX MAP #31 03/15/2012, AST REV 10/2018) CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

SOIL EROSION AND SEDIMENT CONTROL PLAN

PRELIMINARY AND FINAL MAJOR SITE PLAN FOR ASBURY PARK WATERFRONT DEVELOPMENT BLOCK 3103, LOT 1 (TAX MAP #31 03/15/2012, AST REV 10/2018) CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

DATE: 11/18/2021
SCALE: 1"=20'
DESIGN: JSK
JOB NO.: 7915
REF. NO.: 14
SHEET NO.: 14 OF 15

Attachment: 7915-Prelim and Final Site Plans TRC Council package 2022-18: Presentation of proposed development of Block 3103 Lot 1, 40 Lake Avenue by Toll Brothers, LLC

1. 02/03/22
REV. DATE
DESCRIPTION
REVISED PER 07/05/22 TRC MEETING

FREEHOLD SOIL CONSERVATION DISTRICT SOIL EROSION AND SEDIMENT CONTROL NOTES

1. THE FREEHOLD SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED FORTY-FOUR (48) HOURS IN ADVANCE OF ANY LAND DISTURBANCE ACTIVITY.
FREEHOLD SOIL CONSERVATION DISTRICT
400 KIDZOSKI ROAD
FREEHOLD, NJ 07728
TEL. 732-683-8500
2. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ARE TO BE INSTALLED PRIOR TO SOIL EROSION OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
3. ANY CHANGES TO THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLANS WILL REQUIRE THE SUBMISSION OF REVISED SOIL EROSION AND SEDIMENT CONTROL PLANS TO THE DISTRICT FOR RE-CERTIFICATION. THE REVISED PLANS MUST MEET ALL CURRENT STATE SOIL EROSION AND SEDIMENT CONTROL STANDARDS.
4. N.J.S.A. 4:24-39 (ET. SEQ. REQUIRES THAT NO CERTIFICATES OF OCCUPANCY BE ISSUED BEFORE THE DISTRICT DETERMINES THAT A PROJECT OR PORTION THEREOF IS IN FULL COMPLIANCE WITH THE CERTIFIED PLAN AND STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL. IN NEW JERSEY AND A REPORT OF COMPLIANCE HAS BEEN ISSUED. UPON WRITTEN REQUEST FROM THE APPLICANT, THE DISTRICT MAY ISSUE A REPORT OF COMPLIANCE WITH CONDITIONS ON A LOT-BY-LOT OR SECTION-BY-SECTION BASIS. PROVIDED THAT THE PROJECT AND PORTION THEREOF IS IN SATISFACTORY COMPLIANCE WITH THE SEQUENCE OF DEVELOPMENT AND TEMPORARY MEASURES FOR SOIL EROSION AND SEDIMENT CONTROL HAVE BEEN IMPLEMENTED, INCLUDING PROVISIONS FOR STABILIZATION AND SITE WORK.
5. ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN SIXTY (60) DAYS, AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW OR EQUIVALENT MATERIAL, AT A RATE OF 2 TO 3 TONS PER ACRE, ACCORDING TO THE STANDARD FOR STABILIZATION WITH MULCH ONLY.
6. IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING, ALL CRITICAL AREAS SUBJECT TO EROSION (I.E. SOIL STOCKPILES, STEEP SLOPES AND ROADWAY EMBANKMENTS) WILL RECEIVE TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AND A MULCH ANCHOR, IN ACCORDANCE WITH THE STANDARD FOR SEEDING.
7. A SUB-BASE COURSE WILL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS TO STABILIZE STREETS, ROADS, DRIVEWAYS, AND PARKING AREAS, IN AREAS WHERE NO UTILITIES ARE PRESENT, THE SUB-BASE SHALL BE INSTALLED WITHIN FIFTEEN (15) DAYS OF THE PRELIMINARY GRADING.
8. THE STANDARD FOR STABILIZED CONSTRUCTION ACCESS REQUIRES THE INSTALLATION OF A PAD OF CLEAN CRUSHED STONE AT POINTS WHERE TRAFFIC WILL BE ACCESSING THE CONSTRUCTION SITE. AFTER INTERIOR ROADWAYS ARE PAVED, INDIVIDUAL LOTS REQUIRE A STABILIZED CONSTRUCTION ACCESS CONSISTING OF ONE INCH TO TWO INCH (1" - 2") STONE FOR A MINIMUM LENGTH OF TEN FEET (10') EQUAL TO THE LOT ENTRANCE WIDTH. ALL OTHER ACCESS POINTS SHALL BE BLOCKED OFF.
9. ALL SOIL WASHES, DROPPED, SPILLED, OR TRACKED OUTSIDE THE LIMIT OF DISTURBANCE OR ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
10. PERMANENT VEGETATION IS TO BE SEEDING OR SOODED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING.
11. AT THE TIME THAT SITE PREPARATION FOR PERMANENT VEGETATIVE STABILIZATION IS GOING TO BE ACCOMPLISHED, ANY SOIL THAT WILL NOT PROVIDE A SUITABLE ENVIRONMENT TO SUPPORT ADEQUATE VEGETATIVE GROUND COVER SHALL BE REMOVED OR TREATED IN SUCH A WAY THAT IT WILL PERMANENTLY ADAPT THE SOIL CONDITIONS AND PROVIDE IT SUITABLE FOR VEGETATIVE GROUND COVER. IF THE REMOVAL OR TREATMENT OF THE SOIL WILL NOT PROVIDE SUITABLE CONDITIONS, NON-VEGETATIVE MEANS OF PERMANENT GROUND STABILIZATION WILL HAVE TO BE EMPLOYED.
12. IN ACCORDANCE WITH THE STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOILS, ANY SOIL HAVING A PH OF 4 OR LESS OR CONTAINING IRON SULFIDE SHALL BE ULTIMATELY PLACED OR BURIED WITH LIMESTONE APPLIED AT THE RATE OF 10 TONS/ACRE (OR 400 LBS/1,000 SQ FT OF SURFACE AREA) AND COVERED WITH A MINIMUM OF 12" OF SETTLED SOIL WITH A PH OF 5 OR MORE, OR 24" WHERE TREES OR SHRUBS ARE TO BE EMPLOYED.
13. CONDUIT OUTLET PROTECTION MUST BE INSTALLED AT ALL REQUIRED OUTFALLS PRIOR TO THE DRAINAGE SYSTEM BECOMING OPERATIONAL.
14. UNFILTERED DEWATERING IS NOT PERMITTED. NECESSARY PRECAUTIONS MUST BE TAKEN DURING ALL DEWATERING OPERATIONS TO MINIMIZE SEDIMENT TRANSFER. ANY DEWATERING METHODS USED MUST BE IN ACCORDANCE WITH THE STANDARD FOR DEWATERING.
15. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET, TEMPORARY VEGETATIVE COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED AS REQUIRED BY THE STANDARD FOR SEEDING.
16. STOCKPILE AND STAGING LOCATIONS ESTABLISHED IN THE FIELD SHALL BE PLACED WITHIN THE LIMIT OF DISTURBANCE ACCORDING TO THE CERTIFIED PLAN. STAGING AND STOCKPILES NOT LOCATED WITHIN THE LIMIT OF DISTURBANCE ARE REQUIRED TO BE COVERED WITH A REVISED SOIL EROSION AND SEDIMENT CONTROL PLAN. CERTIFICATION OF A NEW SOIL EROSION AND SEDIMENT CONTROL PLAN MAY BE REQUIRED FOR SUCH AREAS IF AN AREA GREATER THAN 5,000 SQUARE FEET IS DISTURBED.
17. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL, NOTE #6.
18. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BEFORE STORMWATER OUTFALLS OR OFFSITE AS A RESULT OF CONSTRUCTION OF THE PROJECT.

CONSTRUCTION SEQUENCE

1. INSTALLATION OF ALL SEDIMENT AND EROSION CONTROL DEVICES PRIOR TO ANY MAJOR SOIL DISTURBANCES IN THEIR PROPER SEQUENCE AND MAINTENANCE UNTIL PERMANENT PROTECTION IS ESTABLISHED. (2+ DAYS)
2. CLEAR AND REMOVE ALL EXISTING VEGETATION, BUILDINGS, FOUNDATIONS, TANKS, CURBING, BITUMINOUS AND CONCRETE PAVEMENTS, ETC. IN THOSE AREAS WHERE NECESSARY. ALL REMAINING VEGETATION (IF ANY) TO BE PROPERLY PROTECTED AND TO REMAIN IN ITS NATURAL STATE. (+4 WEEKS)
3. CONSTRUCT BOREHOLE TENSION BASIN TO BE USED AS TEMPORARY SEDIMENT BASIN WITH OUTLET RISERS. BASIN MUST BE PERMANENTLY STABILIZED. (3+ WEEKS)
4. STRIPPING AND STOCKPILING OF TOPSOIL. STOCKPILES EXPOSED FOR MORE THAN 30 DAYS SHALL BE TEMPORARILY STABILIZED. (1+ WEEK)
5. ROUGH GRADING OF THOSE AREAS TO BE DEVELOPED. (2+ WEEKS)
6. TEMPORARY STABILIZATION OF THOSE AREAS LEFT EXPOSED MORE THAN 60 DAYS. (1+ DAY)
7. LAYOUT AND LOCATION OF THE PROPOSED ROADS, BUILDING AND UTILITIES. (2+ WEEK)
8. CONSTRUCTION OF PROPOSED BUILDING. (4 MONTHS)
9. CONSTRUCTION OF ALL PROPOSED UTILITIES. INSTALLATION OF ALL SEDIMENT AND EROSION CONTROL DEVICES WHICH ARE AFFECTED BY THE PROPOSED UTILITIES. (4+ WEEKS)
10. CONSTRUCT UNDERGROUND STORAGE SYSTEM 400 AT ENTRANCE. (2+ WEEKS)
11. SUB-BASE TO BE APPLIED FOLLOWING ROUGH GRADING AND INSTALLATION OF UNDERGROUND IMPROVEMENTS IN ORDER TO STABILIZE PAVEMENT AREAS. (1+ WEEK)
12. CONSTRUCTION OF PROPOSED CURBS. (2+ WEEKS)
13. FINE GRADING OF PAVEMENT AREAS. (1+ WEEK)
14. INSTALLATION OF BASE MATERIAL FOR PAVEMENT AREAS. (1+ WEEK)
15. PAVING OF PAVEMENT AREAS. (1+ WEEK)
16. FINE GRADING OF THE REMAINDER OF THE SITE. (1+ WEEKS)
17. REMOVAL OF TEMPORARY SEDIMENT AND EROSION CONTROL DEVICES. (1+ DAY)
18. STABILIZATION OF THE SITE WITH PERMANENT VEGETATIVE COVER AND LANDSCAPING. (1+ WEEK)
19. CONVERT TEMPORARY SEDIMENT BASIN TO PERMANENT BOREHOLE TENSION BASIN UPON MAINTENANCE OF SITE. REPLACE BOTTOM 24" OF MATERIAL WITH REQUIRED SOIL MIX AND PLANTINGS.

SEEDING SCHEDULE

SEED MIXTURE		BRAIN SEED MIXTURE	
FINE FESCUE (BLENDED)	45 LBS./AC.	STRONG CREEPING RED FESCUE	130
LBS./AC.		KENTUCKY BLUEGRASS	50
LBS./AC.		PERENNIAL RYEGRASS	20
LBS./AC.		REDTOP	10
LBS./AC.		PERENNIAL RYEGRASS	5
LBS./AC.		PLUS WHITE CLOVER	
OPTIMAL SEEDING DATES		OPTIMAL SEEDING DATES	
AUGUST 15TH - OCTOBER 15TH		AUGUST 10TH - OCTOBER 15TH	
ACCEPTABLE SEEDING DATES		ACCEPTABLE SEEDING DATES	
MARCH 1ST - AUGUST 14TH		MARCH 1ST - AUGUST 14TH	

STANDARD FOR PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION

1. MATERIALS
 - A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDING PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING. ALL GRADING SHOULD BE DONE IN ACCORDANCE WITH STANDARD FOR LAND GRADING.
 - B. IMMEDIATELY PRIOR TO SEEDING AND TOPSOIL APPLICATION, THE SUBSOIL SHALL BE EVALUATED FOR COMPACTION IN ACCORDANCE WITH THE STANDARD FOR LAND GRADING.
 - C. TOPSOIL SHOULD BE HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING THE SOIL STRUCTURE. UNIFORM APPLICATION TO A DEPTH OF 5 INCHES (UNSETTLED) IS REQUIRED ON ALL SITES. TOPSOIL SHALL BE AMENDED WITH ORGANIC MATTER, AS NEEDED, IN ACCORDANCE WITH THE STANDARD FOR TOPSOIL.
 - D. INSTALL NEEDED EROSION CONTROL PRACTICES OR FACILITIES SUCH AS DIVERSIONS, GRADE-STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENT BASINS, AND WATERWAYS.
2. SEEDING PREPARATION
 - A. UNIFORMLY APPLY GROUND LIMESTONE AND FERTILIZER TO TOPSOIL WHICH HAS BEEN SPREAD AND TILLED, ACCORDING TO SOIL TEST RECOMMENDATIONS SUCH AS OFFERED BY RUTGERS CO-OPERATIVE EXTENSION. SOIL SAMPLE MAILERS ARE AVAILABLE FROM THE LOCAL RUTGERS CO-OPERATIVE EXTENSION OFFICES (HTTP://WWW.RUTGERS.EDU/COUNTY). FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-10-10 OR EQUIVALENT WITH SOLUBLE WATER INSOLUBLE NITROGEN UNLESS A SOIL TEST INDICATES OTHERWISE AND INCORPORATED INTO THE SURFACE 4 INCHES. IF FERTILIZER IS NOT INCORPORATED, APPLY ONE-HALF RATE DESIRED ABOVE DURING SEEDING PREPARATION AND REPEAT ANOTHER ONE-HALF RATE APPLICATION OF THE SAME FERTILIZER WITHIN 3 TO 5 WEEKS AFTER SEEDING.
 - B. WORK LIME AND FERTILIZER INTO THE TOPSOIL AS NEARLY AS PRACTICAL, TO A DEPTH OF 4 INCHES WITH A DISC, SPRING-TOOTH HARROW, OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OR DISKING OPERATION SHOULD BE ON THE GENERAL CONTOUR. CONTINUE TILLAGE UNTIL A REASONABLE UNIFORM SEEDBED IS PREPARED.
 - C. HIGH ACID PRODUCING SOILS HAVING A PH OF 4 OR LESS OR CONTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM OF 12 INCHES OF SOIL HAVING A PH OF 5 OR MORE BEFORE INITIATING SEEDBED PREPARATION. SEE STANDARD FOR MANAGEMENT OF HIGH ACID-PRODUCING SOILS FOR SPECIFIC RECOMMENDATIONS.
3. SEEDING
 - A. SELECT A MIXTURE FROM TABLE 4-3 OR USE A MIXTURE RECOMMENDED BY RUTGERS CO-OPERATIVE EXTENSION OR NATURAL RESOURCES CONSERVATION SERVICE WHICH IS APPROVED BY THE SOIL CONSERVATION DISTRICT. SEED GERMINATION SHALL HAVE BEEN TESTED WITHIN 12 MONTHS OF THE PLANTING DATE. NO SEED SHALL BE ACCEPTED WITH A GERMINATION TEST DATE MORE THAN 12 MONTHS OLD UNLESS RETESTED.
SEEDING RATES SPECIFIED ARE REQUIRED WHEN A REPORT OF COMPLIANCE IS REQUESTED PRIOR TO ACTUAL ESTABLISHMENT OF PERMANENT VEGETATION. UP TO 50% REDUCTION IN RATES MAY BE USED WHEN PERMANENT VEGETATION IS ESTABLISHED PRIOR TO A REPORT OF COMPLIANCE INSPECTION. THESE RATES APPLY TO ALL METHODS OF SEEDING. ESTABLISHING PERMANENT VEGETATION MEANS BOX VEGETATIVE COVERAGE WITH THE SPECIFIED SEED MIXTURE FOR THE SEEDING AREA AND MOVED OVER.
 - B. WARM-SEASON MIXTURES ARE GRASSES AND LEGUMES WHICH MAXIMIZE GROWTH AT HIGH TEMPERATURES. GENERALLY 80°F AND ABOVE. SEE TABLE 4-3 MIXTURES 1 TO 7. PLANTING RATES FOR WARM-SEASON GRASSES SHALL BE THE AMOUNT OF PURE LIVE SEED (PLS) AS DETERMINED BY GERMINATION TESTING RESULTS.
 - C. COOL-SEASON MIXTURES ARE GRASSES AND LEGUMES WHICH MAXIMIZE GROWTH AT TEMPERATURES BELOW 80°F. MANY GRASSES BECOME ACTIVE AT 65°F. SEE TABLE 4-3. GRASS MIXTURES APPLIED AT RATES TO COMPENSATE FOR THE AMOUNT OF PLS IS NOT REQUIRED FOR COOL SEASON GRASSES.

- B. CONVENTIONAL SEEDING IS PERFORMED BY APPLYING SEED UNIFORMLY BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL, OR CULPICKER SEEDER. EXCEPT FOR DRILLED, HYDROSEEDED OR CULPICKED SEEDINGS, SEED SHALL BE INCORPORATED INTO THE SOIL TO A DEPTH OF SEEDBED PREPARATION TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE-TEXTURED SOIL.
- C. AFTER SEEDING, FIRING THE SOIL WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED-TO-SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE SEEDLING EMERGENCE. THIS IS THE PREFERRED METHOD. WHEN PERFORMED ON THE CONTOUR, SHEET EROSION WILL BE MINIMIZED AND WATER CONSERVATION ON SITE WILL BE MAXIMIZED.
- D. HYDROSEEDING IS A BROADCAST SEEDING METHOD USUALLY INVOLVING A TRUCK, OR TRAILER-MOUNTED TANK, WITH AN AGITATION SYSTEM AND HYDRAULIC PUMP FOR MIXING SEED, WATER AND FERTILIZER AND SPRAYING THE MIX ONTO THE PREPARED SEEDBED. **MULCH SHALL NOT BE INCLUDED IN THE TANK WITH SEED.** SHORT-FIBERED MULCH MAY BE APPLIED AFTER HYDROSEEDING FOLLOWING SEEDING. (ALSO SEE SECTION 4-MULCHING BELOW). HYDROSEEDING IS NOT A PREFERRED SEEDING METHOD BECAUSE SEED AND FERTILIZER ARE APPLIED TO THE SURFACE AND NOT INCORPORATED INTO THE SOIL. WHEN POOR SEED TO SOIL CONTACT OCCURS, THERE IS A REDUCED SEED GERMINATION AND GROWTH.

MULCHING

- A. MULCHING IS REQUIRED ON ALL SEEDING. MULCH WILL PROTECT AGAINST EROSION BEFORE GRASS IS ESTABLISHED AND WILL PROMOTE FASTER AND EARLIER ESTABLISHMENT. THE EXISTENCE OF VEGETATION REQUIRED TO CONTROL SOIL EROSION SHALL BE DEEMED COMPLIANCE WITH THIS MULCHING REQUIREMENT.
- B. APPLICATION - SPREAD MULCH UNIFORMLY BY HAND OR MECHANICALLY SO THAT AT LEAST 85% OF THE SOIL SURFACE IS COVERED. FOR UNIFORM DISTRIBUTION OF HAND-SPREAD MULCH, DIVIDE AREA INTO APPROXIMATELY 1,000 SQUARE FEET SECTIONS AND DISTRIBUTE TO 10 TO 20 POUNDS WITHIN EACH SECTION.
- C. ANCHORING SHALL BE ACCOMPLISHED IMMEDIATELY AFTER PLACEMENT TO MINIMIZE LOSS BY WIND OR WATER. THIS MAY BE DONE BY ONE OF THE FOLLOWING METHODS, DEPENDING UPON THE SIZE OF THE AREA, STEEPNESS OF SLOPES, AND COSTS.
 - a. STRAW OR HAY: UNROTTED SMALL GRASS STRAW, HAY FREE OF SEEDS, TO BE APPLIED AT THE RATE OF 1-1/2 TO 2 TONS PER ACRE (70 TO 90 POUNDS PER 1,000 SQUARE FEET), EXCEPT THAT WHERE A GRASSER IS USED INSTAD OF A LIQUID MULCH-BINDER (TACKFUNGUS OR ADHESIVE AGENT), THE RATE OF APPLICATION IS 3 TONS PER ACRE. LIQUID CHOPPER-BLOWERS MUST NOT GRIND THE MULCH. HAY MULCH IS NOT RECOMMENDED FOR ESTABLISHING FINE TURF OR LAWNS DUE TO THE PRESENCE OF WEED SEED.
 - b. USE ONE OF THE FOLLOWING:
 - (1) ORGANIC AND VEGETABLE BASED BINDERS - NATURALLY OCCURRING, POWDER-BASED, HYDROPHILIC MATERIALS WHEN MIXED WITH WATER FORMULATES A GEL AND WHEN APPLIED TO MULCH UNDER SATISFACTORY CURING CONDITIONS WILL FORM MEMBRANE NETWORKS OF INSOLUBLE POLYMERS. THE VEGETABLE GEL SHALL BE PHYSIOLOGICALLY HARMLESS AND NOT RESULT IN A PHYTOXIC EFFECT OR IMPIDE GROWTH OF TURF GRASS WEAR AT RATES AND WEATHER CONDITIONS AS RECOMMENDED BY THE MANUFACTURER TO ANCHOR MULCH TO REMAIN TACKY UNTIL GERMINATION OF GRASS.
 - (2) SYNTHETIC BINDERS - HIGH POLYMER SYNTHETIC EMULSION, MISIBLE WITH WATER WHEN DILUTED, AND FOLLOWING APPLICATION OF MULCH, DRYING AND CURING, SHALL NO LONGER BE SOLUBLE OR DISPERSIBLE IN WATER. BINDER SHALL BE APPLIED AT RATES RECOMMENDED BY THE MANUFACTURER AND REMAIN TACKY UNTIL GERMINATION OF GRASS.

- C. CRUMPER (MULCH ANCHORING COULTER TOOL) - A TRACTOR-DRAWN IMPLEMENT, SOMEWHAT LIKE A DISC HARROW, ESPECIALLY DESIGNED TO PUSH OR CUT SOME OF THE BROADCAST LONG FIBER MULCH 3 TO 4 INCHES INTO THE SOIL. SO AS TO ANCHOR IT AND LEAVE PART STANDING UPRIGHT. THIS TECHNIQUE IS LIMITED TO AREAS TRAVERSABLE BY A TRACTOR, WHICH MUST OPERATE ON THE CONTOUR OF SLOPES. STRAW MULCH RATE MUST BE 3 TONS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED.
- D. LIQUID MULCH-BINDERS - MAY BE USED TO ANCHOR SALT HAY, HAY OR STRAW MULCH.

- a. APPLICATIONS SHOULD BE HEAVIER AT EDGES WHERE WIND MAY CATCH THE MULCH, IN VALLEYS, AND AT CRESTS OF BANKS. THE REMAINDER OF THE AREA SHOULD BE UNIFORM IN APPEARANCE.
- b. USE ONE OF THE FOLLOWING:
 - (1) ORGANIC AND VEGETABLE BASED BINDERS - NATURALLY OCCURRING, POWDER-BASED, HYDROPHILIC MATERIALS WHEN MIXED WITH WATER FORMULATES A GEL AND WHEN APPLIED TO MULCH UNDER SATISFACTORY CURING CONDITIONS WILL FORM MEMBRANE NETWORKS OF INSOLUBLE POLYMERS. THE VEGETABLE GEL SHALL BE PHYSIOLOGICALLY HARMLESS AND NOT RESULT IN A PHYTOXIC EFFECT OR IMPIDE GROWTH OF TURF GRASS WEAR AT RATES AND WEATHER CONDITIONS AS RECOMMENDED BY THE MANUFACTURER TO ANCHOR MULCH TO REMAIN TACKY UNTIL GERMINATION OF GRASS.
 - (2) SYNTHETIC BINDERS - HIGH POLYMER SYNTHETIC EMULSION, MISIBLE WITH WATER WHEN DILUTED, AND FOLLOWING APPLICATION OF MULCH, DRYING AND CURING, SHALL NO LONGER BE SOLUBLE OR DISPERSIBLE IN WATER. BINDER SHALL BE APPLIED AT RATES RECOMMENDED BY THE MANUFACTURER AND REMAIN TACKY UNTIL GERMINATION OF GRASS.

- C. CRUMPER (MULCH ANCHORING COULTER TOOL) - A TRACTOR-DRAWN IMPLEMENT, SOMEWHAT LIKE A DISC HARROW, ESPECIALLY DESIGNED TO PUSH OR CUT SOME OF THE BROADCAST LONG FIBER MULCH 3 TO 4 INCHES INTO THE SOIL. SO AS TO ANCHOR IT AND LEAVE PART STANDING UPRIGHT. THIS TECHNIQUE IS LIMITED TO AREAS TRAVERSABLE BY A TRACTOR, WHICH MUST OPERATE ON THE CONTOUR OF SLOPES. STRAW MULCH RATE MUST BE 3 TONS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED.
- D. LIQUID MULCH-BINDERS - MAY BE USED TO ANCHOR SALT HAY, HAY OR STRAW MULCH.

- C. CRUMPER (MULCH ANCHORING COULTER TOOL) - A TRACTOR-DRAWN IMPLEMENT, SOMEWHAT LIKE A DISC HARROW, ESPECIALLY DESIGNED TO PUSH OR CUT SOME OF THE BROADCAST LONG FIBER MULCH 3 TO 4 INCHES INTO THE SOIL. SO AS TO ANCHOR IT AND LEAVE PART STANDING UPRIGHT. THIS TECHNIQUE IS LIMITED TO AREAS TRAVERSABLE BY A TRACTOR, WHICH MUST OPERATE ON THE CONTOUR OF SLOPES. STRAW MULCH RATE MUST BE 3 TONS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED.
- D. LIQUID MULCH-BINDERS - MAY BE USED TO ANCHOR SALT HAY, HAY OR STRAW MULCH.

- C. CRUMPER (MULCH ANCHORING COULTER TOOL) - A TRACTOR-DRAWN IMPLEMENT, SOMEWHAT LIKE A DISC HARROW, ESPECIALLY DESIGNED TO PUSH OR CUT SOME OF THE BROADCAST LONG FIBER MULCH 3 TO 4 INCHES INTO THE SOIL. SO AS TO ANCHOR IT AND LEAVE PART STANDING UPRIGHT. THIS TECHNIQUE IS LIMITED TO AREAS TRAVERSABLE BY A TRACTOR, WHICH MUST OPERATE ON THE CONTOUR OF SLOPES. STRAW MULCH RATE MUST BE 3 TONS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED.
- D. LIQUID MULCH-BINDERS - MAY BE USED TO ANCHOR SALT HAY, HAY OR STRAW MULCH.

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- D. LIQUID MULCH-BINDERS - MAY BE USED TO ANCHOR SALT HAY, HAY OR STRAW MULCH.

STANDARD FOR TOPSOIL

1. MATERIALS
 - A. TOPSOIL SHOULD BE FRABLE, LOAMY, FREE OF DEBRIS, OBJECTIONABLE WEEDS AND STONES, AND CONTAIN NO TOXIC SUBSTANCE OR ADVERSE CHEMICAL OR PHYSICAL CONDITION THAT MAY BE HARMFUL TO PLANT GROWTH. SOLUBLE SALTS SHOULD NOT BE EXCESSIVE (CONDUCTIVITY LESS THAN 0.5 MILLIMOHS PER CENTIMETER). MORE THAN 0.5 MILLIMOHS MAY DESICCATO SEEDLINGS AND ADVERSELY IMPACT GROWTH). TOPSOIL HAULED IN FROM OFFSITE SHOULD HAVE A MINIMUM ORGANIC MATTER CONTENT OF 2.75 PERCENT. ORGANIC MATTER CONTENT MAY BE RAISED BY ADDITIVES.
 - B. TOPSOIL SUBSTITUTE IS A SOIL MATERIAL WHICH MAY HAVE BEEN AMENDED WITH SAND, SILT, CLAY, ORGANIC MATTER, FERTILIZER OR LIME AND HAS THE APPEARANCE OF TOPSOIL. TOPSOIL SUBSTITUTES MAY BE UTILIZED ON SITES WITH INSUFFICIENT TOPSOIL FOR ESTABLISHING PERMANENT VEGETATION. ALL TOPSOIL SUBSTITUTE MATERIALS SHALL MEET THE REQUIREMENTS OF TOPSOIL NOTED ABOVE. SOIL TESTS SHALL BE PERFORMED TO DETERMINE THE COMPONENTS OF SAND, SILT, CLAY, ORGANIC MATTER, SOLUBLE SALTS AND PH LEVEL.
2. STRIPPING AND STOCKPILING
 - A. FIELD EXPLORATION SHOULD BE MADE TO DETERMINE WHETHER QUANTITY AND OR QUALITY OF SURFACE SOIL JUSTIFIES STRIPPING.
 - B. STRIPPING SHOULD BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA.
 - C. WHERE FEASIBLE, LIME MAY BE APPLIED BEFORE STRIPPING AT A RATE DETERMINED BY SOIL TESTS TO BRING THE SOIL PH TO APPROXIMATELY 6.5. IN USE OF SOIL TESTS, SEE LIME RATE GUIDE IN SEEDING PREPARATION FOR PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION, PG. 4-1.
 - D. A 4-6 INCH STRIPPING DEPTH IS COMMON, BUT MAY VARY DEPENDING ON THE PARTICULAR SOIL.
 - E. STOCKPILES OF TOPSOIL SHOULD BE SITUATED SO AS NOT TO OBSTRUCT NATURAL DRAINAGE OR CAUSE OFF-SITE ENVIRONMENTAL DAMAGE.
 - F. STOCKPILES SHOULD BE VEGETATED IN ACCORDANCE WITH STANDARDS PREVIOUSLY DESCRIBED HEREIN. SET STANDARDS FOR PERMANENT (PG. 4-1) OR TEMPORARY (PG.1-1) VEGETATIVE COVER FOR SOIL STABILIZATION. WEEDS SHOULD NOT BE ALLOWED TO GROW ON STOCKPILES.
3. SITE PREPARATION
 - A. GRADE AT THE ONSET OF THE OPTIMAL SEEDING PERIOD SO AS TO MINIMIZE THE DURATION AND AREA OF EXPOSURE OF DISTURBED SOIL TO EROSION. IMMEDIATELY PROCEED TO ESTABLISH VEGETATIVE COVER IN ACCORDANCE WITH THE SPECIFIED SEED MIXTURE. TIME IS OF THE ESSENCE.
 - B. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE. SEE THE STANDARD FOR LAND GRADING, PG. 10-1.
 - C. AS GUIDANCE FOR IDEAL CONDITIONS, SUBSOIL SHOULD BE TESTED FOR LIME REQUIREMENT. LIMESTONE, IF NEEDED, SHOULD BE APPLIED TO BRING SOIL TO A PH OF APPROXIMATELY 6.5 AND INCORPORATED INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES.
 - D. IMMEDIATELY PRIOR TO TOPSOILING, THE SURFACE SHOULD BE SCARIFIED 6" TO 12" WHERE THERE HAS BEEN SOIL COMPACTION. THIS WILL HELP INSURE A GOOD BOND BETWEEN THE TOPSOIL, AND SUBSOIL. THIS PRACTICE IS PERMISSIBLE ONLY WHERE THERE IS NO DANGER TO UNDERGROUND UTILITIES (CANALS, IRRIGATION SYSTEMS, ETC.).
 - E. EMPLOY NEEDED EROSION CONTROL PRACTICES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENTATION BASINS, AND WATERWAYS. SEE STANDARDS 11 THROUGH 42.
4. APPLYING TOPSOIL
 - A. TOPSOIL SHOULD BE HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING SOIL STRUCTURE, I.E. LESS THAN FIELD CAPACITY (SEE GLOSSARY).
 - B. A UNIFORM APPLICATION TO A DEPTH OF 5 INCHES (UNSETTLED) IS RECOMMENDED. SOILS WITH A PH OF 4.0 OR LESS OR CONTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM DEPTH OF 12 INCHES OF SOIL HAVING A PH OF 5.0 OR MORE, IN ACCORDANCE WITH THE STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOIL (PG. 1-1).

- B. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE. SEE THE STANDARD FOR LAND GRADING, PG. 10-1.
- C. AS GUIDANCE FOR IDEAL CONDITIONS, SUBSOIL SHOULD BE TESTED FOR LIME REQUIREMENT. LIMESTONE, IF NEEDED, SHOULD BE APPLIED TO BRING SOIL TO A PH OF APPROXIMATELY 6.5 AND INCORPORATED INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES.
- D. IMMEDIATELY PRIOR TO TOPSOILING, THE SURFACE SHOULD BE SCARIFIED 6" TO 12" WHERE THERE HAS BEEN SOIL COMPACTION. THIS WILL HELP INSURE A GOOD BOND BETWEEN THE TOPSOIL, AND SUBSOIL. THIS PRACTICE IS PERMISSIBLE ONLY WHERE THERE IS NO DANGER TO UNDERGROUND UTILITIES (CANALS, IRRIGATION SYSTEMS, ETC.).
- E. EMPLOY NEEDED EROSION CONTROL PRACTICES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENTATION BASINS, AND WATERWAYS. SEE STANDARDS 11 THROUGH 42.

- B. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE. SEE THE STANDARD FOR LAND GRADING, PG. 10-1.
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STANDARD FOR TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

1. SITE PREPARATION
 - A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING. ALL GRADING SHOULD BE DONE IN ACCORDANCE WITH STANDARD FOR LAND GRADING.
 - B. INSTALL NEEDED EROSION CONTROL PRACTICES OR FACILITIES SUCH AS DIVERSIONS, GRADE-STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENT BASINS, AND WATERWAYS.
 - C. IMMEDIATELY PRIOR TO SEEDING, THE SURFACE SHOULD BE SCARIFIED 6" TO 12" WHERE THERE HAS BEEN SOIL COMPACTION. **THIS PRACTICE IS PERMISSIBLE ONLY WHERE THERE IS NO DANGER TO UNDERGROUND UTILITIES (CANALS, IRRIGATION SYSTEMS, ETC.)**
2. SEEDING PREPARATION
 - A. APPLY GROUND LIMESTONE AND FERTILIZER ACCORDING TO SOIL TEST RECOMMENDATIONS SUCH AS OFFERED BY RUTGERS CO-OPERATIVE EXTENSION. SOIL SAMPLE MAILERS ARE AVAILABLE FROM THE LOCAL RUTGERS CO-OPERATIVE EXTENSION OFFICES. FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-20-10 OR EQUIVALENT WITH SOLUBLE WATER INSOLUBLE NITROGEN UNLESS A SOIL TEST INDICATES OTHERWISE. CALCIUM CARBONATE IS THE EQUIVALENT AND STANDARD FOR MEASURING THE ABILITY OF LIVING MATERIALS TO NEUTRALIZE SOIL ACIDITY AND SUPPLY CALCIUM AND MAGNESIUM TO GRASSES AND LEGUMES.
 - B. WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL, TO A DEPTH OF 4 INCHES WITH A DISC, SPRING-TOOTH HARROW, OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OR DISKING OPERATION SHOULD BE ON THE GENERAL CONTOUR. CONTINUE TILLAGE UNTIL A REASONABLE UNIFORM SEEDBED IS PREPARED.
 - C. INSPECT SEEDBED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RETILLED IN ACCORDANCE WITH THE ABOVE.
 - D. SOILS HIGH IN SULFIDES OR HAVING A PH OF 4 OR LESS REFER TO STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOILS.
3. SEEDING
 - A. TEMPORARY VEGETATIVE STABILIZATION GRASSES, SEEDING RATES, DATES AND DEPTH

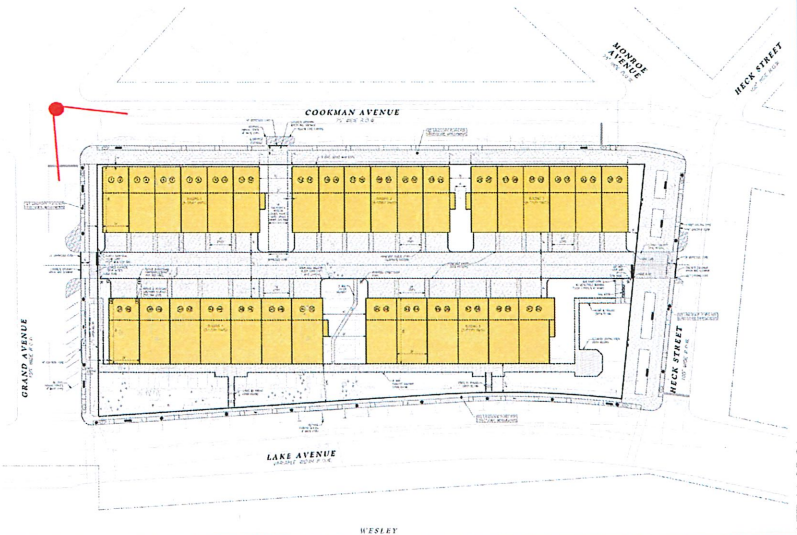
SEED SELECTION	= PERENNIAL RYEGRASS
SEEDING RATE	= 100 LBS./AC.
OPTIMUM SEEDING DATE	= MARCH 1ST - MAY 15TH, AUGUST 15TH - OCTOBER 1ST
OPTIMUM SEED DEPTH	= 0.5"
 - B. CONVENTIONAL SEEDING IS PERFORMED BY APPLYING SEED UNIFORMLY BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL, OR CULPICKER SEEDER. EXCEPT FOR DRILLED, HYDROSEEDED OR CULPICKED SEEDINGS, SEED SHALL BE INCORPORATED INTO THE SOIL TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE-TEXTURED SOIL.
 - C. HYDROSEEDING IS A BROADCAST SEEDING METHOD USUALLY INVOLVING A TRUCK, OR TRAILER-MOUNTED TANK, WITH AN AGITATION SYSTEM AND HYDRAULIC PUMP FOR MIXING SEED, WATER AND FERTILIZER AND SPRAYING THE MIX ONTO THE PREPARED SEEDBED. **MULCH SHALL NOT BE INCLUDED IN THE TANK WITH SEED.** SHORT-FIBERED MULCH MAY BE APPLIED WITH A HYDROSEEDER FOLLOWING SEEDING. (ALSO SEE SECTION 4-MULCHING BELOW). HYDROSEEDING IS NOT A PREFERRED SEEDING METHOD BECAUSE SEED AND FERTILIZER ARE APPLIED TO THE SURFACE AND NOT INCORPORATED INTO THE SOIL. WHEN POOR SEED TO SOIL CONTACT OCCURS, THERE IS A REDUCED SEED GERMINATION AND GROWTH. HYDROSEEDING MAY BE USED FOR AREAS TOO STEEP FOR CONVENTIONAL EQUIPMENT TO TRAVERSE OR TOO OBSTRUCTED WITH ROCKS, STUMPS, ETC.
 - D. AFTER SEEDING, FIRING THE SOIL WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED-TO-SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE SEEDLING EMERGENCE. THIS IS THE PREFERRED METHOD. WHEN PERFORMED ON THE CONTOUR, SHEET EROSION WILL BE MINIMIZED AND WATER CONSERVATION ON SITE WILL BE MAXIMIZED.

- B. CONVENTIONAL SEEDING IS PERFORMED BY APPLYING SEED UNIFORMLY BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL, OR CULPICKER SEEDER. EXCEPT FOR DRILLED, HYDROSEEDED OR CULPICKED SEEDINGS, SEED SHALL BE INCORPORATED INTO THE SOIL TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE-TEXTURED SOIL.
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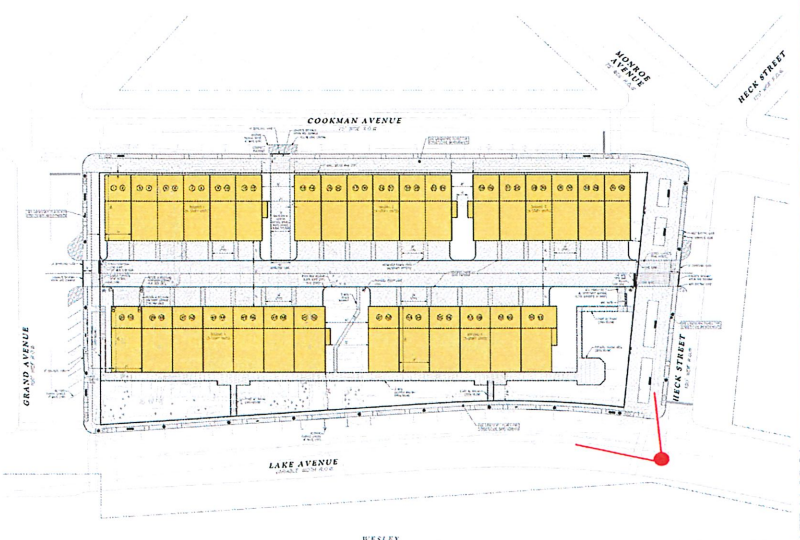
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Attachment: Renderings (2022-19 : Presentation of proposed development of Block 3103 Lot 1, 40 Lake Avenue by Toll Brothers, LLC)



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CEMENTITIOUS BOARD AND BATTEN SIDING
COLOR: SKYLIGHT

HORIZONTAL RAILING
COLOR: BLACK

CEMENTITIOUS LAP SIDING
COLOR: STONE GRAY

CEMENTITIOUS PANEL
COLOR: ARCTIC WHITE

MAIN ENTRANCE ALUMINUM DOOR
COLOR: INDIGO BATIK (SW 7602)

CEMENTITIOUS PANEL
COLOR: STONE GRAY

CAST CONCRETE STEPS

SKYLIGHT

ARCTIC WHITE

INDIGO BATIK (SW 7602)

STONE GRAY

BLACK WINDOWS



Architecture + Planning
888.456.5849
ktgy.com



ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN
SEPTEMBER 28, 2021

4-STORY UNIT - BACK TO BACK
MATERIAL DESCRIPTION



Architecture + Planning
888.456.5849
ktgy.com



ASBURY PARK CONDOMINIUMS
ASBURY PARK, NJ # 20210203.00

SCHEMATIC DESIGN
SEPTEMBER 28, 2021

3-STORY UNIT - BACK TO BACK
MATERIAL DESCRIPTION



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

Executive Session - 4:00 p.m.

2022-135 Resolution Authorizing a meeting which excludes the public

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

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 6:00 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.

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

Matters from City Council

A proclamation was given to Deputy City Manager, Michael Manzella for his dedicated service to the City of Asbury Park.

Council member Chapman stated, I just have to personally say how much I am going to miss Michael being here with us. He's brought some amazing and innovative changes to the city, you've heard them all. Working with Michael and his very even temperament and personality has been a joy. Thank you Michael. One other thing, my thoughts are with the citizens of Ukraine and I believe in peace and justice for all, and I stand in solidarity with the Ukraine citizens.

Council member Clayton stated, thank you Michael. I will miss your smile, I will miss your spirit, and just the joy of being able to work with you. You will be missed.

Council member Kendle stated, once again Mike we appreciate you. God bless you in doing what you've been trained to do. I know wherever you go, they will be happy to have you. Also, this coming Sunday the St. Patrick's Day parade, I just want to remind everyone if you have the chance please come out.

Deputy Mayor Quinn stated, just wanted to give our heartfelt condolences to Finn Schiffard whose partner Gene died, and Frank Syphax, we lost two big ones in the last two weeks. Our condolences to their families from the entire council.

Mayor Moor stated, again Michael thank you. Everyone is going to have to read my book. In Chapter 4 will be the gift I gave Michael going away, there's a hell of a story behind it and it's all true. Michael, thank you.

Matters from City Manager

City Manager, Donna Viero stated, I've had the privilege to work with Michael for 2 years and with all the things that they've said, the one thing is that he is so humble. Mike recently was given the New Professional to Local Government Award by the New Jersey Manager Association, and not many people know that because Mike wanted to keep it a secret. But the secret is out and Mike has a great future ahead of him and I'm really proud.

Matters from City Attorney

City Attorney, Frederick Raffetto stated, I'd just like to echo the remarks that everyone has made about Mike. It's just been an absolute pleasure to work with you. You're a consummate professional, and incredibly effective at what you do. Jersey City is incredibly lucky to have you. I wish you all the best with this next chapter. We will miss you, don't be a stranger.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public. All were in favor. The following members of the public spoke: Sylvia Sylvia

made a comment about Michael Manzella; Peter Sigel made a comment about Michael Manzella and the rent control ordinance.

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

1. **Motion to:** Municipal Council - Executive Meeting - Feb 23, 2022 3:00 PM **Adopted**
2. Municipal Council - Regular Meeting - Feb 23, 2022 6:00 PM **Approved**

CONSENT AGENDA RESOLUTIONS

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

2022-136 Resolution Approving Special Event Applications

2022-137 Appointing a Fund Commissioner Alternate to the New Jersey Intergovernmental Insurance Fund

2022-138 Appointing Members To The Planning Board (Class II)

2022-139 Resolution Approving Appointments to the Mayor's Wellness Committee

2022-140 Resolution Authorizing Appointments to the "Sunset Lake Commission"

INDIVIDUAL RESOLUTIONS

2022-141 Resolution Approving Payment of Bills

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

2022-142 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2021 Budget

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

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

2022-143 Resolution to Credit Sewer Account with Erroneous Reading by NJ American Water

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

2022-144 Resolution Authorizing the Issuance of Duplicate Tax Sale Certificates Pursuant to N.J.S.A. 54:5-52.1

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

2022-145 Resolution Authorizing the Emergency Equipment Rental of Front-End Loaders Needed for Use During the January 28 -30, 2022 Snow Storm

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

2022-146 Resolution Authorizing the Emergency Purchase of Sodium Hypochlorite Solution Needed at the Waste Water Treatment Plant

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

2022-147 Resolution Awarding of a Contract to Nichem Company for Carbon Media Replacement

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

2022-148 Resolution Authorizing a Professional Services Contract to ENGenuity Infrastructure for Wastewater Treatment Plant Review and Alternatives Analysis

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

2022-149 Authorizing a Professional Services Contract to DeSimone Consulting Engineers for Convention Hall & Paramount Theater Building Evaluations and Cost Estimating Services

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

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

2022-150 Resolution Authorizing the Annual Renewal of SDL Software

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

2022-151 Resolution Authorizing the Application to The NJ Clean Energy Program Community Energy Planning Grant Program

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

ORDINANCESIntroduction

2022-2 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding The Unofficial Reservation of Parking

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/13/2022 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:45 PM

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

Meeting was adjourned at 6:45 PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

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



RESOLUTION NO. 2022-153

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

1. TOIS Coastal Cleanup
2. Solace Sunrise Walk
3. AP Concert Band
4. Walk MS
5. Bike MS
6. AP Restaurant

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.

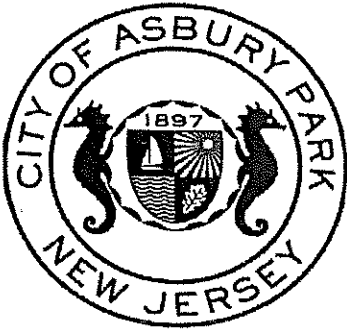
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the 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. 2022-153 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: April 2nd, 2022 Rain Date: April 9th, 2022
 Time of Event: 1pm to 4pm Setup time: _____ Break-down time: _____
 Name of Event: TOTS Coastal Clean-up
 Location of Event: North side of Convention Hall

Type of Event (check all that apply):

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

- ☐ Parade
☒ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☒ Other: Beach Clean-up

*Wedding applicants only need to complete page 6.

(Environmental-based)
 For Ocean Twp. Intermediate
 School to earn community
 points for the
 NJ Sustainable School



APPLICANT INFORMATION

1. Name of Applicant/Organization: Patrick Sullivan - Ocean Twp Intermediate School
2. Address of Applicant: 1200 West Park Ave, Ocean, NJ 07712
3. Telephone #: 732-531-5650 Cell Phone #: 732-996-8224 E-mail: psullivan@oceanschools.org
4. Is your organization non-profit? YES If so, please provide Tax ID# 21-6000113
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage:
Beach clean-up for students, family members
and Ocean Twp community members to participate in
Ocean Twp Intermediate School is the host school
6. Estimated attendance: Not sure
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? _____
- Location _____
- Contact person: _____
- 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 (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: June 26th 2022Rain Date: July 17th 2022Time of Event: 5:30 am to 7:30 amSetup time: 4:45 am Break-down time: 7:30 amName of Event: Solace Sunrise WalkLocation of Event: Boardwalk

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event☐ Other: walk/run (no race)

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: Solace House Inc.
2. Address of Applicant: 1040 Jackson Ave, Long Island City, NY 11101
3. Telephone #: 718-482-0001 Cell Phone #: 914-309-5935 E-mail: Rebecca.skedd@solacehouseusa.org
4. Is your organization non-profit? Yes If so, please provide Tax ID# 47-2629761
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: _____
The Solace Sunrise Walk is a community walk/run that raises funds and awareness for suicide prevention and mental health. Participants gather in the early hours of the morning, right before the sun rises, and walk together, crossing the finish line just as dawn is breaking and the sun begins to rise. This event is symbolic and brings participants together, to walk in solidarity. We plan to walk down the Boardwalk, for about a mile, and then turn around and come back to base. We will have a team of volunteers who will ensure the safety of all participants and conduct the walk. We will have event insurance that includes coverage for Asbury Park and all participants are required to sign a waiver.

6. Estimated attendance: 150
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? \$35
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? June 27th 2021
- Location Board walk (started at Wonder Bar)
- Contact person: Rebecca Skedd
- Email Rebecca.skedd@solacehouseusa.org Phone # 718-482-0001



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Thursdays on!
 Date of Event: 7/7, 7/14, 7/21, 7/28 Rain Date: _____
8/4, 8/11, 8/18, 8/25
 Time of Event: 7:00 pm to 8:30 pm Setup time: 6:30 pm Break-down time: _____

Name of Event: Asbury Park Concert Band

Location of Event: on the boardwalk at 5th + Ocean Ave. between
McClones + Convention Hall (last time we played at this
location was July + August 2014)

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: Asbury Park Concert Band
2. Address of Applicant: 92 East End Ave. Shrewsbury, NJ 07702
3. Telephone #: 732-530-7817 Cell Phone #: 732-492-1177 E-mail: JLuckenbil@aol.com
4. Is your organization non-profit? yes If so, please provide Tax ID# 45-2675974 (Asbury Park Music Foundation)
Please attach a copy of your non-profit certificate to the application

5. Describe in detail the type of event you want to stage: The Asbury Park Concert Band will be performing on Thursday nights for its 77th season this summer.

Asbury Park Music Foundation certificate should be on file

6. Estimated attendance: 100
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: just a microphone with speaker is used to announce music selections during the course of the concert
(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? Aug. 26, 2021
- Location Bradley Park
- Contact person: John Luckenbill
- Email JLuckenbil@aol.com Phone # 732-492-1177



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: **Sunday, May 1, 2022**

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

Time of Event: **8:00 AM to 2:00 PM**

Setup time: **5:00 AM** Break-down time: **1:00 PM**

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

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

Type of Event (check all that apply):

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

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

Attachment: cm 323 apps (2022-153 : Special Event Applications)



APPLICANT INFORMATION

1. Name of Applicant/Organization: **National Multiple Sclerosis Society**
2. Address of Applicant: **1480 US Highway 9 North, Suite 301, Woodbridge, NJ 07095**
3. Tele. #: **(201)977-6053** Cell Phone #: **(610)737-5620** E-mail: **Michael.Franken@nmss.org**
4. Is your organization non-profit? **Yes** If so, please provide Tax ID# **13-5661935**
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage:
Walk MS: Asbury Park will be held in the closed 5th Avenue roadway between Kingsley and Ocean. We will have our portable toilets, tents, registration, and all aspects of the event in this location. When participants start on their walk, they will cross Ocean Avenue, with the support of police, to access the Boardwalk and begin their 1 or 3 mile routes. At the necessary turnaround points, they will head back to the festival area again via the Boardwalk.
6. Estimated attendance: **1000**
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: **Music and announcements will be made starting around 8:00 AM to direct participants where to go, recognize sponsors and fundraisers, and provide general safety announcements. The setup will be a radio station with numerous speakers along 5th Avenue throughout the event space.**
(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? **Sunday, May 5, 2019**
- Location **5th Avenue (between Kingsley & Ocean)**
- Contact person: **Michael Franken**
- Email **michael.franken@nmss.org** Phone # **(201)977-6053**

Attachment: cm 323 apps (2022-153 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

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

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

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

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

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

Date of Event: **Saturday, May 7, 2022**Rain Date: **N/A (Rain or Shine Event)**Time of Event: **7:00 AM to 5:00 PM**Setup time: **N/A**Break-down time: **N/A**Name of Event: **Bike MS: Coast the Coast**Location of Event: **Various Municipal Roadways & Boardwalk**

Type of Event (check all that apply):

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

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

Attachment: cm 323 apps (2022-153 : Special Event Applications)



APPLICANT INFORMATION

1. Name of Applicant/Organization: **National Multiple Sclerosis Society**
2. Address of Applicant: **1480 US Highway 9 North, Suite 301, Woodbridge, NJ 07095**
3. Tele. #: **(201)977-6053** Cell Phone #: **(610)737-5620** E-mail: **Michael.Franken@nmss.org**
4. Is your organization non-profit? **Yes** If so, please provide Tax ID# **13-5661935**
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage:
Bike MS: Coast the Coast will have three start times from the Start/Finish in Deal (7, 8:30, and 9:30 AM) and participants will travel south in the morning from Deal into Asbury Park and will proceed to the Boardwalk on municipal roadways utilizing the Boardwalk to cross into Ocean Grove. Later in the day, riders will return via Bond Street and will make their way back to the Deal finish line. By the time riders hit Asbury Park, they will already be spread out and will not be riding in one group.
6. Estimated attendance: **225**
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: **We are only passing through Asbury Park and will not be hosting any festivities there.**
(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? **Saturday, May 8, 2021**
- Location **Municipal Roadways and the Boardwalk**
- Contact person: **Michael Franken**
- Email **michael.franken@nmss.org** Phone # **(201)977-6053**

Attachment: cm 323 apps (2022-153 : Special Event Applications)



Date Application Received: _____
 Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

Date of Event: April 24, 2022 Rain Date: n/a
 Time of Event: 12:00pm to 4:00pm Setup time: 11:00am Break-down time: 5:00pm
 Name of Event: Asbury Park Restaurant Tour
 Location of Event: Registration on Emory (between Cookman and Lake). Event participants then proceed to various private venues.

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: Asbury Park Chamber of Commerce
2. Address of Applicant: PO Box 649
3. Telephone #: 732-775-7676 Cell Phone #: _____ E-mail: sylvia@asburyparkchamber.com
4. Is your organization non-profit? Yes If so, please provide Tax ID# 22-2144484
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: _____
The Asbury Park Restaurant Tour is designed to highlight the city's business community. Guests
visit participating venues and sample an item of the venue's choice. By having guests visit the participant
food establishments instead of bringing the samplings to a central location, visitors also become
familiar with the wide variety of service, retail, cultural and entertainment opportunities that Asbury Park.
has to offer.

6. Estimated attendance: 1000-1500
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? \$50
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? April 28, 2019
 - Location SAME AS CURRENT APPLICATION
 - Contact person: Sylvia Sylvia
 - Email sylvia@asburyparkchamber.com Phone # 732-775-7676



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

2022-154

Payment of bills.



RESOLUTION NO. 2022-154

**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 \$1,614,377.16

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>1,614,377.16</u>
TOTAL VOUCHERS	\$ <u>1,614,377.16</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. 2022-154 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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

Lisa Esposito

Lisa Esposito

3/24/2022

MELODY HARTSGROVE
CITY CLERK

March 16, 2022
03:52 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 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: APTV
Extd: CABLE TV ADVISORY COMMITTEE

1-01-20-162-000-202	APTV Equipment					
CDWGOV	CDW GOVERNMENT LLC	21-02687	Chambers Audio Upgrade 1CSXTLK	5,444.58	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			5,444.58		
	Department Total: APTV			5,444.58		

Department: ENGINEER SERV
Extd: ENGINEERING SERVICES

1-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	22-00705	1af418370 GENERAL ENGINEERING	7,496.50	0.00	
	Extd Total: ENGINEERING SERVICES			7,496.50		
	Department Total: ENGINEER SERV			7,496.50		
	CAFR Total:			12,941.08		

Department: POLICE
Extd: POLICE DEPARTMENT

1-01-25-240-000-202	POLICE Office Supplies					
STAPLE	STAPLES BUSINESS ADVANTAGE	21-02886	HP 90A Toner Cartridge	405.69	0.00	
	Extd Total: POLICE DEPARTMENT			405.69		
	Department Total: POLICE			405.69		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
SEAGRA	SEAGRAVE NEW JERSEY	21-03046	Annual Preventive Maintenance	2,658.00	0.00	

1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01072	2021 Cloth Allow-Barkalow,J.	121.00	0.00	B
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01076	2021 Cloth Allow-Conklin	243.50	0.00	B
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01108	2021 Cloth Allow-Ryan,C.	891.50	0.00	B
				<u>1,256.00</u>		
	Extd Total: FIRE DEPARTMENT			3,914.00		
	Department Total: FIRE DEPT.			3,914.00		
	CAFR Total:			4,319.69		

Attachment: Bill List 3-23-22 (2022-154 : Payment of Bills)

March 16, 2022
03:52 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-203	STREETS & ROAD		Motor Vehicle			
TRIOUS	TRIOUS, INC.	22-00650	Hoses and stands for plows	893.04	0.00	
1-01-26-290-000-215	STREETS & ROAD		Misc. Hardware			
RILEIGH	RILEIGH'S OUTDOOR DECOR	21-02852	Holiday Deco/Lights Repairs	958.05	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				1,851.09		
Department Total: STREETS & ROAD				1,851.09		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE		Fees			
OHAG	OHAGAN NURSERY COMPOST DIVISIO	21-03116	DISPOSAL OF LEAVES BLANKET NTE	1,649.00	0.00	B
Extd Total: SOLID WASTE COLLECTION				1,649.00		
Department Total: SOLID WASTE				1,649.00		
CAFR Total:				3,500.09		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
1-01-27-345-000-299	SOCIAL SERVICES		Misc.			
MURARM	MURRAY'S UNIFORMS	21-03217	Jackets to Identify Staff	500.00	0.00	
MURARM	MURRAY'S UNIFORMS	21-03439	Shirts for Staff	367.00	0.00	
				867.00		
Extd Total: SOCIAL SERVICES:				867.00		
Department Total: PUBLIC ASST				867.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-299	SENIOR CENTER		Misc.			
MITYL005	MITY-LITE, INC.	21-03416	Senior Center Folding Chairs	2,811.45	0.00	
Extd Total: SENIOR CENTER				2,811.45		
Department Total: SENIOR CENTER				2,811.45		
CAFR Total:				3,678.45		
Fund Total: CURRENT				24,439.31		

Attachment: Bill List 3-23-22 (2022-154 : Payment of Bills)

March 16, 2022
03:52 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER UTILITY: BUDGET: Department: UTILITY OE Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
TMASSO T & M ASSOCIATES	21-02983 CARBON MEDIA REPLACEMENT			855.75	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			855.75		
	Department Total: UTILITY OE			855.75		
	CAFR Total:			855.75		
	Fund Total: SEWER UTILITY: BUDGET:			855.75		
	Year Total:			25,295.06		
Fund: CURRENT Department: ADMINISTRATION Extd: ADMINISTRATION						
2-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON W.B.MASON CO., INC.	22-00552 FRAMES & OFFICES SUPPLIES			12.46	0.00	
KEMFLA KEMPTON FLAG LLC	22-00734 4x6 ALL WAETHER UKRAINE FLAG			45.61	0.00	
				58.07		
2-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005 SURENIAN, EDWARDS & NOLAN LLC	22-00712 Janaury 2022 Invoice			2,258.00	0.00	
2-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER	22-00652 ACCT #117290 FEBRUARY 2022			498.50	0.00	
	Extd Total: ADMINISTRATION			2,814.57		
	Department Total: ADMINISTRATION			2,814.57		
Department: MUNIC CLERK Extd: MUNICIPAL CLERK						
2-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON W.B.MASON CO., INC.	22-00626 Office Supplies			68.13	0.00	
2-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA THE NEW COASTER, LLC	22-00675 #58388 ORDINANCE 2022-1 3/3/22			28.02	0.00	
	Extd Total: MUNICIPAL CLERK			96.15		
	Department Total: MUNIC CLERK			96.15		
Department: FINANCE Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	22-00627 HP Ink cartridges			292.86	0.00	
WBMASON W.B.MASON CO., INC.	22-00677 Office Supplies			92.07	0.00	
				384.93		

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2-01-20-130-000-204	FINANCE Outside Services					
MOODINV	Moody's Investors Service	22-00649	Invoice P0397720 2022 Fee	3,000.00	0.00	
2-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	22-00666	CONTRACT #75079-1 1/22-12/22	400.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00686	#18726 CONTRACT PMT #54 OF 60	515.72	0.00	
				915.72		
2-01-20-130-000-212	FINANCE Dues,Subscript.					
TRLIZA	TRACY LIZARDI	22-00692	QPA RENEWAL REIMBURSMENT	35.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			4,335.65		
	Department Total: FINANCE			4,335.65		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	22-00606	Q#1C73P4M KB Mouse Camera	309.05	0.00	
WBMASON	W.B.MASON CO., INC.	22-00619	HP 952XL INK DPW	121.21	0.00	
AMAZO005	AMAZON.COM SERVICES	22-00654	Parking SSD	114.41	0.00	
CDWGOV	CDW GOVERNMENT LLC	22-00663	Q#1C77K7Y Misc. IT Accessories	338.57	0.00	
				883.24		
2-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
FILEB005	FILE BANK, INC.	22-00514	1ST QUARTER 2022 Monthly Fees	4,921.97	0.00	B
	Extd Total: COMPUTERIZED DATA PROCESSING			5,805.21		
	Department Total: COMPUTER MIS			5,805.21		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209	LEGAL SERVICES Fees					
LAWOF005	LAW OFFICE OF GENE J ANTHONY	22-00661	#20731 FEBRUARY RENT LEVELING	1,069.90	0.00	
ANSZAR	ANSELL,GRIMM & AARON, P.C.	22-00708	February General Legal Fees	6,133.17	0.00	
				7,203.07		
	Extd Total: LEGAL SERVICES			7,203.07		
	Department Total: LEGAL SERVICES			7,203.07		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
2-01-20-162-000-201	APTV Cont/Subs/Dues					
TELCOR	TELVUE CORPORATION	22-00597	TelVue hosting/streaming	3,240.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			3,240.00		
	Department Total: APTV			3,240.00		
	CAFR Total:			23,494.65		

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Department: PLANNING BOARD						
Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			1,559.03	0.00	
	Extd Total: PLANNING BOARD			1,559.03		
	Department Total: PLANNING BOARD			1,559.03		
	CAFR Total:			1,559.03		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
2-01-22-200-000-208	CONST CODE Education/Training					
GEOSSEL GEORGE SELAH	22-00691 REIMBURSEMENT BUILDING SAFETY			249.00	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			249.00		
	Department Total: CONST CODE			249.00		
	CAFR Total:			249.00		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
2-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM PMA MANAGEMENT CORPORATION	22-00694 Feb 2022 Billing Statement			14,971.75	0.00	
	Extd Total: LIABILITY INSURANCE			14,971.75		
	Department Total: LIAB INSURANCE			14,971.75		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
2-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA MANAGEMENT CORPORATION	22-00694 Feb 2022 Billing Statement			88,448.61	0.00	
	Extd Total: WORKER'S COMPENSATION			88,448.61		
	Department Total: WORKERS COMP			88,448.61		
	CAFR Total:			103,420.36		
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-202	POLICE Office Supplies					
AMAZ0005 AMAZON.COM SERVICES	22-00394 LYSOL			71.00	0.00	
WBMASON W.B.MASON CO., INC.	22-00641 rolodex det. Houli			16.44	0.00	
				87.44		
2-01-25-240-000-204	POLICE Towing					
BENAUT BENNETT'S AUTO RECOVERY, INC.	22-00688 3 tows police vehicles			40.00	0.00	
2-01-25-240-000-206	POLICE Purchase of Equipment					
DRASAF DRAEGER, INC	22-00416 Alcotest Simulator cert&hose			179.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-240-000-216 MARWAL MARK WALSH	POLICE Supplies-Compu.	22-00685	reimbursement range	12.47	0.00	
2-01-25-240-000-218 WIRCOM WIRELESS COMMUNICATIONS & COMSPE COMMUNICATIONS SPECIALISTS, INC OPTIMUM OPTIMUM	POLICE Contract.Serv.	22-00474 #M60810 22-00637 #42249 22-00639 #07866-182313-01-5	JANUARY 2022 Maintenance contract 2/3 - 3/7	1,220.00 4,200.00 287.99 5,707.99	0.00 0.00 0.00	
2-01-25-240-000-222 NJCRI STREET COP TRAINING LLC NJSTATE NJ STATE ASSOCIATION OF CHIEFS	POLICE Training	22-00556 22-00640	DAVID DESANE COURSE 2/22/22 Capt. Desane training class	199.00 975.00 1,174.00	0.00 0.00	
2-01-25-240-000-226 MCDONA KJK RESTAURANTS, LLC	POLICE Bd.ofPrisoners	22-00554	1ST QUARTER 2022 PRISONER MEAL	32.56	0.00	B
2-01-25-240-000-275 ALLTRA ALL TRAFFIC SOLUTIONS, INC	POLICE Traffic Maintenance	22-00445	#Q-62315 2022 RENEWAL	6,950.00	0.00	
Extd Total: POLICE DEPARTMENT				14,183.46		
Department Total: POLICE				14,183.46		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
2-01-25-265-000-202 WBMASON W.B.MASON CO., INC.	FIRE DEPT. Office Supplies	22-00505	QUOTE:ENVELOPES & NOTARY STAMP	95.77	0.00	
2-01-25-265-000-214 MONARCH MONARCH ELECTRIC COMPANY WESPEL WESTERN PEST SERVICES	FIRE DEPT. Building Maintenance	22-00460 22-00727	S119048875 ELECTRICAL SUPPLIES INV# 7644346 MARCH 2022	693.68 116.00 809.68	0.00 0.00	
2-01-25-265-000-255 CORON005 CORONIS HEALTH RCM, LLC dba	FIRE DEPT. Revenue Guard Fees	22-00499	January 2022 Fees CHRCM3495	3,442.73	0.00	
2-01-25-265-000-261 ESOS0005 ESO SOLUTIONS, INC.	FIRE DEPT. Software	22-00458	INV# ESO-66884 1/1/22-12/31/22	4,310.20	0.00	
Extd Total: FIRE DEPARTMENT				8,658.38		
Extd: FIRE HYDRANT						
2-01-25-265-266-299 NJAMER N.J. AMERICAN WATER CO.	FIRE HYDRANT Misc.	22-00669	#1018-210026567043 1/26-2/23	18,581.84	0.00	
Extd Total: FIRE HYDRANT				18,581.84		
Department Total: FIRE DEPT.				27,240.22		
CAFR Total:				41,423.68		

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Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
2-01-26-290-000-202	STREETS & ROAD		Office Supplies			
WBMASON	W.B.MASON CO., INC.	22-00542	OFFICE SUPPLIES	1,569.17	0.00	
2-01-26-290-000-203	STREETS & ROAD		Motor Vehicle			
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00230	blanket for parts for vehicles	43.41	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	22-00371	VARIOUS PARTS	996.42	0.00	B
THEHOS	THE HOSE SHOP, INC.	22-00372	VARIOUS HYDRAULIC HOSE	86.80	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00492	BLANKET PO FOR VARIOUS PARTS	1,751.72	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-00504	various parts	860.88	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	22-00515	Various parts for kubotas	998.08	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	22-00599	Hose fitting & shipping DPW 32	75.75	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	22-00615	Q76170 Steering wheel	220.99	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	22-00647	Drivers side door dpw14	741.62	0.00	
AUTAUD	AUTO AUDIO	22-00655	Remote keyless entry city man	350.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00657	brakes and rotors truck 69 dpw	412.09	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00658	batteries fd 8359	500.84	0.00	
				7,038.60		
2-01-26-290-000-205	STREETS & ROAD		Snowstorm Expenses			
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00143	HEADLIGHTS AND WIPER BLADES	228.64	0.00	
GRAING	GRAINGER, INC.	22-00618	Pump Housing Q#2050207594	87.24	0.00	
				315.88		
2-01-26-290-000-209	STREETS & ROAD		Fees			
OTTINS	OTTERSTEDT INS. AGENCY, INC.	22-00645	#30348 UST Liability Policy 22	3,990.00	0.00	
2-01-26-290-000-213	STREETS & ROAD		Safety Equipment			
PRESPE	PREVENTION SPECIALISTS, INC.	22-00690	INVOICE #32042 TESTING 2/24/22	213.00	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	22-00710	#245229 HOT MIX ASPHALT 2/28	213.34	0.00	
				426.34		
2-01-26-290-000-214	STREETS & ROAD		Dues/Memberships			
ASSOCNJ	ASSOCIATION OF NJ RECYCLERS	22-00704	Annual Meeting: Yvonne Adams	70.00	0.00	
2-01-26-290-000-215	STREETS & ROAD		Misc. Hardware			
UPTFAS	UP-TITE FASTNERS INC.	22-00536	Misc Hardware/Tools N.T.E.	177.18	0.00	B
QUEVAC	QUEEN VACUUM & SEWING MACHINE	22-00612	Repair & Labor of vacuum	93.22	0.00	
THEHAR	THE HARDWARE STORE	22-00695	INV #1507806 concrete & rope	85.52	0.00	
KEMFLA	KEMPTON FLAG LLC	22-00735	9" standard aluminum cleat	21.00	0.00	
				376.92		
2-01-26-290-000-216	STREETS & ROAD		Carpentry Supplies			
GRAING	GRAINGER, INC.	22-00140	MISC HARDWARE SUPPLIES NEEDED	115.47	0.00	B
2-01-26-290-000-218	STREETS & ROAD		Contract.Serv.			
MASREC	MAZZA RECYCLING SERVICES, LTD.	22-00673	#452335 RECYCLING FEBRUARY2022	6,728.13	0.00	
2-01-26-290-000-222	STREETS & ROAD		Training			
BUICON	BUILDING SAFETY CONFERENCE	22-00548	BIANCHINI & LUCAS CONFERENCE	498.00	0.00	

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2-01-26-290-000-222 RUTUND RUTGERS UNIVERSITY	STREETS & ROAD Training CRP Certification Greg Toro	22-00567	Continued	395.00 893.00	0.00	
2-01-26-290-000-235 NJSHADE NJ SHADE TREE FEDERATION	STREETS & ROAD Shade Tree Commission Municipal Membership 2022	22-00751		95.00	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				21,618.51		
Department Total: STREETS & ROAD				21,618.51		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209 DELDEM DELISA DEMOLITION, INC.	SOLID WASTE Fees #228180 CONSTRUCTION DEBRIS	22-00610		2,176.64	0.00	
DELDEM DELISA DEMOLITION, INC.	#229547 TRASH FEES 2/16 - 2/28	22-00629		22,221.91	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.	INV #452403 FEES & SURCHARGES	22-00687		93.69	0.00	
				24,492.24		
Extd Total: SOLID WASTE COLLECTION				24,492.24		
Department Total: SOLID WASTE				24,492.24		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-203 GRAING GRAINGER, INC.	BUILDING & GND Misc. Hardware Shop Stock SUPPLIES NEEDED	22-00616		165.04	0.00	
2-01-26-310-000-204 GRAING GRAINGER, INC.	BUILDING & GND Building Supplies Faucets Q#2050153281	22-00533		1,160.28	0.00	
2-01-26-310-000-210 TRAUS TRANE U.S. INC.	BUILDING & GND Building Repairs repair to VAV box- Sr. Center	22-00365		2,348.00	0.00	
SHEWIL SHERWIN WILLIAMS	DPW Paint Q# OE0132321A705340	22-00697		284.10	0.00	
				2,632.10		
Extd Total: BUILDINGS & GROUNDS				3,957.42		
Department Total: BUILDING & GND				3,957.42		
CAFR Total:				50,068.17		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
2-01-27-345-000-202 BANKS005 BANKSUPPLIES INC	SOCIAL SERVICES Office Supplies Height Tape	22-00562		33.38	0.00	
WBMASON W.B.MASON CO., INC.	Office Supplies	22-00569		65.90	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	#11334 B. WRIGHT BUSINESS CARD	22-00572		45.00	0.00	
				144.28		
Extd Total: SOCIAL SERVICES:				144.28		
Department Total: PUBLIC ASST				144.28		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-205	SENIOR CENTER Recreation & Social					
BODYB005 BODY BY BEY	22-00376 1ST QUARTER 2022 CLASESS			300.00	0.00	B
Extd Total: SENIOR CENTER				300.00		
Department Total: SENIOR CENTER				300.00		
CAFR Total:				444.28		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER N.J. AMERICAN WATER CO.	22-00676 #1018-210026563478 2/3 - 3/2			389.98	0.00	
NJAMER N.J. AMERICAN WATER CO.	22-00702 #1018-210022646463 2/3-2/2			391.25	0.00	
JCPL JCPL	22-00714 INVOICE #90755406 HOLIDAY BILL			5,724.00	0.00	
				6,505.23		
Extd Total: LIGHT,HEAT,POW				6,505.23		
Extd: STREET/TRAFFIC						
2-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	22-00682 #200 000 001 293 MASTER ACCT			1,119.31	0.00	
Extd Total: STREET/TRAFFIC				1,119.31		
Department Total: LIGHTING				7,624.54		
Department: TELEPHONE						
Extd: TELEPHONE						
2-01-31-440-000-299	TELEPHONE Misc.					
VERZON VERIZON BUSINESS	22-00716 #152-069-551-0001-78 3/4-4/3			124.99	0.00	
VERIZON VERIZON WIRELESS	22-00733 #342269861-00001 2/5-4/4			2,152.92	0.00	
				2,277.91		
Extd Total: TELEPHONE				2,277.91		
Department Total: TELEPHONE				2,277.91		
Department: GASOLINE						
Extd: GASOLINE						
2-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	22-00339 #16770195 UNLEADED RFG FUEL			6,610.65	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	22-00621 Unleaded & Diesel Fuel			9,953.12	0.00	
				16,563.77		
Extd Total: GASOLINE				16,563.77		
Department Total: GASOLINE				16,563.77		
CAFR Total:				26,466.22		

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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	22-00659	February 2022 School Tax	1,074,954.00	0.00	
2-01-55-001-000-007	TAX OVERPAYMENTS					
HARDW005	HARDWARE ENTERPRISES LLC	22-00546	TAX REFUND 2506/10	3,617.41	0.00	
2-01-55-001-000-011	ACCOUNTS PAYABLE					
ATLAN010	ATLANTIC TACTICAL, INC.	20-03366	#SQ-80666773 Training Bags &	2,216.83	0.00	
	Extd Total: TAXES PAYABLE:			1,080,788.24		
	Department Total: TAXES PAYABLE:			1,080,788.24		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,080,788.24		
	Fund Total: CURRENT			1,327,913.63		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
2-05-55-502-000-205	BEACH UTILITY O/E: Beach Badges					
JERCAP	JERSEY CAPE DIAGNOSTICS	22-00541	Seasonal Beach Badges 2022	5,136.00	0.00	
2-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
GRAING	GRAINGER, INC.	22-00529	Plumbing parts Q#2050089394	679.22	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			5,815.22		
	Department Total: UTILITY OE			5,815.22		
	CAFR Total:			5,815.22		
	Fund Total: BEACH			5,815.22		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
2-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
IPSGRO	IPS GROUP, INC.	22-00674	INV69544 Feb 2022 Permit Fees	1,707.39	0.00	
2-06-55-502-000-227	TRANSP UTILITY Contractual Services					
KEPSPR	KEPWEL SPRING WATER	22-00652	ACCT #117290 FEBRUARY 2022	12.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			1,719.39		
	Department Total: UTILITY OE			1,719.39		
	CAFR Total:			1,719.39		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			1,719.39		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
2-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING	GRAINGER, INC.	22-00609	V-Belts Carriage Bolts	705.19	0.00	
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
RAPPUM	RAPID PUMP & METER SERVICE	22-00664	Emergency Repairs Sludge Valve	1,694.94	0.00	
PILELE	PILOT ELECTRIC COMPANY, INC.	22-00711	Emergency Repair Odor Control	4,485.00	0.00	
				6,179.94		
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
KEPSPR	KEPWEI SPRING WATER	22-00652	ACCT #117290 FEBRUARY 2022	12.00	0.00	
THECOA	THE NEW COASTER, LLC	22-00665	SEWER CARBON MEDIA REPLACEMENT	67.39	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	22-00679	PID 13891 WWTP CERTIFICATON	835.00	0.00	
CERID005	CERIDA INVESTMENT CORP.	22-00742	INV #127-11843 FEBRUARY 2022	175.10	0.00	
				1,089.49		
2-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	22-00482	#0006401599 JANUARY 2022	13,860.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			21,834.62		
	Department Total: UTILITY OE			21,834.62		
	CAFR Total:			21,834.62		
	Fund Total: SEWER UTILITY: BUDGET:			21,834.62		
	Year Total:			1,357,282.86		
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	4,224.75	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			4,224.75		
Extd:	Ord. 2021-32 Records Mgt. Improvements					
C-04-55-998-181-001	Records Management Improvements					
FILEB005	FILE BANK, INC.	22-00739	Q1 2022 Project Fees	5,989.55	0.00	
	Extd Total: Ord. 2021-32 Records Mgt. Improvements			5,989.55		
	Department Total:			10,214.30		
	CAFR Total:			10,214.30		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			10,214.30		

Attachment: Bill List 3-23-22 (2022-154 : Payment of Bills)

March 16, 2022
03:52 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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	276.69	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			276.69		
	Department Total:			276.69		
	CAFR Total:			276.69		
	Fund Total: SEWER CAPITAL FUND BUDGET:			276.69		
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	1,836.06	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			1,836.06		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			1,836.06		
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.	35,241.75	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			35,241.75		
	Department Total: Ord. 2020-8 Memorial Drive Paving			35,241.75		
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	7,675.64	0.00	B
C-09-17-907-000-903	Bond Street Improvements					
LUCBRO	LUCAS BROTHERS, INC.	21-03115	BOND STREET IMPROVEMENTS GRANT	78,971.75	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			86,647.39		
	Department Total: Ord. 2020-24 Bond Street Improvements			86,647.39		
	CAFR Total:			123,725.20		
	Fund Total: PARKING CAPITAL			123,725.20		
	Year Total:			134,216.19		

Attachment: Bill List 3-23-22 (2022-154 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: GRANT FUND BUDGET:						
Department: CAP. IMP. FUND						
G-02-43-901-018-200	Clean Communities Grant 2018					
GRAING GRAINGER, INC.		22-00660	Collapsible Litter Bags	131.55	0.00	
	Extd Total:			131.55		
	Department Total: CAP. IMP. FUND			131.55		
G-02-43-938-020-200	Safe Streets to Schools					
NV5IN005 NV5, INC.		22-00662	INVOICE #1-248751 SERVICES	66,421.59	0.00	
	Extd Total:			66,421.59		
	Department Total:			66,421.59		
G-02-43-941-021-200	Mental Health Grant					
MURARM MURRAY'S UNIFORMS		21-03436	Shirts for Staff	100.00	0.00	
	Extd Total:			100.00		
	Department Total:			100.00		
	CAFR Total:			66,653.14		
	Fund Total: GRANT FUND BUDGET:			66,653.14		
	Year Total:			66,653.14		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		22-00668	Dog License Report Feb. 2022	125.40	0.00	
	Extd Total:			125.40		
	Department Total:			125.40		
	CAFR Total:			125.40		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			125.40		
Fund: TRUST OTHER						
T-20-56-850-878-801	Reserve for Recreation					
WBMASON W.B.MASON CO., INC.		22-00552	FRAMES & OFFICES SUPPLIES	162.64	0.00	
AMAZ0005 AMAZON.COM SERVICES		22-00602	Supplies for Rock & Roll Event	71.03	0.00	
YESGRA YES GRAPHIC		22-00644	Photos for Rock & Roll Event	520.00	0.00	
				753.67		
	Extd Total:			753.67		
T-20-56-850-932-301	Reserve for Storm Recovery Trust Fund					
HCEXC005 HC EXCAVATION CORPORATION		22-00699	INV #01-2022 EQUIPMENT RENTAL	19,200.00	0.00	
	Extd Total:			19,200.00		
	Department Total:			19,953.67		
	CAFR Total:			19,953.67		
	Fund Total: TRUST OTHER			19,953.67		

Attachment: Bill List 3-23-22 (2022-154 : Payment of Bills)

March 16, 2022
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			1,037.50	0.00	
	Extd Total:			1,037.50		
	Department Total:			1,037.50		
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)					
TMASSO T & M ASSOCIATES	22-00756 LAF420044 910 Cookman			326.00	0.00	
	Extd Total:			326.00		
	Department Total:			326.00		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
JACSER JACK A. SERPICO	22-00706 Serpico PB/ZB outstdg invoices			2,024.40	0.00	
	Extd Total:			2,024.40		
	Department Total: PERS			2,024.40		
T-21-00-494-000-299	202 7TH AVE(202 7TH AVE, LLC/P.FASANO)					
TMASSO T & M ASSOCIATES	22-00755 LAF420043 202 7th Ave.			326.00	0.00	
	Extd Total:			326.00		
	Department Total:			326.00		
T-21-00-499-000-299	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			1,045.00	0.00	
	Extd Total:			1,045.00		
	Department Total:			1,045.00		
T-21-00-530-000-299	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			80.00	0.00	
	Extd Total:			80.00		
	Department Total:			80.00		
T-21-00-534-000-299	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			80.00	0.00	
	Extd Total:			80.00		
	Department Total:			80.00		
T-21-00-537-000-299	830 DUNLEWY STREET(JUSTIN B. NEDEN)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			145.00	0.00	
	Extd Total:			145.00		
	Department Total:			145.00		

Attachment: Bill List 3-23-22 (2022-154 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-542-000-299	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			870.00	0.00	
	Extd Total:			870.00		
	Department Total:			870.00		
T-21-00-544-000-299	507 SEWALL AVENUE(MICHAEL BERNEY)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			580.00	0.00	
	Extd Total:			580.00		
	Department Total:			580.00		
T-21-00-545-000-299	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			2,127.50	0.00	
	Extd Total:			2,127.50		
	Department Total:			2,127.50		
T-21-00-546-000-299	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
CLACAN CLARKE CATON HINTZ PC	22-00605 CCH PB/ZB INVOICES FOR 01/2022			2,191.94	0.00	
	Extd Total:			2,191.94		
	Department Total:			2,191.94		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			10,833.34		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			10,833.34		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-847	1201 1ST AVENUE(FOX & MELOFCHIK, LLC)					
ANSZAR ANSELL,GRIMM & AARON, P.C.	22-00709 Invoice 480621 1201 1st Ave.			17.50	0.00	
	Extd Total:			17.50		
	Department Total:			17.50		
	CAFR Total:			17.50		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			17.50		
	Year Total:			30,929.91		
Total Charged Lines: 289 Total List Amount: 1,614,377.16 Total Void Amount:				0.00		

Attachment: Bill List 3-23-22 (2022-154 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	24,439.31	0.00	0.00	24,439.31
SEWER UTILITY: BUDGET:	1-07	855.75	0.00	0.00	855.75
Year Total:		25,295.06	0.00	0.00	25,295.06
CURRENT	2-01	1,327,913.63	0.00	0.00	1,327,913.63
BEACH	2-05	5,815.22	0.00	0.00	5,815.22
TRANSPORTATION UTILITY: BUDGET:	2-06	1,719.39	0.00	0.00	1,719.39
SEWER UTILITY: BUDGET:	2-07	21,834.62	0.00	0.00	21,834.62
Year Total:		1,357,282.86	0.00	0.00	1,357,282.86
GENERAL CAPITAL FUND BUDGET:	C-04	10,214.30	0.00	0.00	10,214.30
SEWER CAPITAL FUND BUDGET:	C-08	276.69	0.00	0.00	276.69
PARKING CAPITAL	C-09	123,725.20	0.00	0.00	123,725.20
Year Total:		134,216.19	0.00	0.00	134,216.19
GRANT FUND BUDGET:	G-02	66,653.14	0.00	0.00	66,653.14
ANIMAL CONTROL FUND BUDGET:	T-12	125.40	0.00	0.00	125.40
TRUST OTHER	T-20	19,953.67	0.00	0.00	19,953.67
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	10,833.34	0.00	0.00	10,833.34
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		17.50	0.00	0.00	17.50
Year Total:		30,929.91	0.00	0.00	30,929.91
Total of All Funds:		1,614,377.16	0.00	0.00	1,614,377.16

March 23, 2022 Council Meeting

Balance Brought Forward from Total List Amount

\$ 1,614,377.16

Total:

\$ 1,614,377.16

Attachment: Bill List 3-23-22 (2022-154 : Payment of Bills)



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

2022-155

Increase to temporary budget prior to budget adoption.

See attached spreadsheet



RESOLUTION NO. 2022-155

**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.

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. 2022-155 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrrove, City Clerk 4/6/2022

MELODY HARTSGROVE
CITY CLERK

Temporary Budget Amendment #3

	From	To
Current Fund:		
General Administration S&W	71,788.00	136,000.00
Mayor & Council S&W	9,975.00	19,000.00
Clerk S&W	54,210.00	96,000.00
Clerk OE	23,249.00	30,950.00
Communications S&W	24,692.00	47,000.00
Finance S&W	137,161.00	261,000.00
Finance OE	86,704.00	165,000.00
Tax Collector S&W	62,051.00	118,000.00
Tax Assessor S&W	23,276.00	44,000.00
Tax Assessor OE	50,240.00	57,000.00
Legal	72,713.00	138,500.00
Data Processing S&W	30,643.00	58,000.00
Data Processing OE	72,606.00	139,000.00
APTV S&W	6,825.00	13,000.00
APTV OE	7,059.00	10,000.00
Planning Dept. S&W	65,068.00	123,000.00
Planning Board OE	5,250.00	10,000.00
Zoning Board OE	5,250.00	10,000.00
Engineering	43,313.00	100,000.00
Liability Insurance	463,563.00	693,000.00
Workers Compensation	429,440.00	815,000.00
Employee Group Insurance	2,312,500.00	2,500,000.00
Police S&W	2,800,006.00	5,000,000.00
Police OE	107,033.00	200,000.00
Fire S&W	1,504,125.00	2,800,000.00
Fire OE	84,964.00	161,000.00
Municipal Prosecutor	16,275.00	31,000.00
Streets and Roads S&W	410,813.00	780,000.00
Streets and Roads OE	191,356.00	360,000.00
Solid Waste S&W	40,163.00	76,500.00
Solid Waste OE	4,200,000.00	800,000.00
Buildings and Grounds S&W	97,125.00	185,000.00
Buildings and Grounds OE	34,925.00	57,000.00
Social Services S&W	34,913.00	66,500.00
Social Services OE	25,373.00	48,000.00
Senior Citizens S&W	45,150.00	86,000.00
Senior Citizens OE	11,813.00	22,500.00
Municipal Court S&W	71,400.00	130,000.00
Municipal Court OE	16,251.00	30,000.00
Public Defender	10,500.00	20,000.00
Construction Code S&W	152,513.00	290,000.00
Construction Code Oe	3,360.00	6,400.00
Code Enforcement S&W	85,601.00	163,000.00
Code Enforcement OE	3,888.00	5,500.00
Streeting Lighting	72,188.00	137,000.00
Telephone	38,063.00	72,000.00
Gasoline	59,063.00	112,000.00
Light,Heat,Power	76,125.00	145,000.00
Fire Hydrant Rent	55,125.00	105,000.00
PERS	27,258.00	1,060,002.00
Social Security	219,555.00	418,000.00
PFRS	1,200,877.00	4,836,405.00
DCRP	2,363.00	4,500.00
Maintenance of Free Public Library	177,874.00	338,000.00
Monmouth County 911 Services	673,827.00	680,565.00
School Resource Officer	-	352,173.00
Redevelopers Contribution	-	75,000.00
Amreican Rescue Plan		76,000.00

Sewer Operating Fund		
Salaries and Wages	157,500.00	300,000.00
Other Expenses	734,413.00	1,678,538.00
Social Security	14,831.00	28,000.00
Beach Operating Fund		
Salaries and Wages	361,988.00	680,000.00
Other Expenses	116,550.00	200,000.00
Social Security	22,313.00	42,000.00
Transportation Fund		
Salaries and Wages	216,825.00	400,000.00
Other Expenses	184,209.00	350,000.00
Social Security	5,250.00	10,000.00



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

2022-156

Resolution authorizing the emergency repairs and maintenance as needed and to maintain DEP compliance at the Waste Water Treatment Plant.



RESOLUTION NO. 2022-156

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

AUTHORIZING THE EMERGENCY REPAIRS AND MAINTENANCE AS NEEDED AT THE WASTE WATER TREATMENT PLANT

WHEREAS, due to the conditions at the Waste Water Treatment Plant, the City Manager has declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for repairs and maintenance as needed and to maintain compliance with DEP; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the emergency repairs and maintenance as needed at the Waste Water Treatment Plant and to maintain compliance with DEP.

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 Purchasing Agent and the City Clerk is to advertise the contract as per the Local Public Contracts Law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-156 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK



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

2022-157

Emergency repairs of the variable frequency drive (VFD) and motor at the Waste Water Treatment Plant



RESOLUTION NO. 2022-157

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

AUTHORIZING THE EMERGENCY VARIABLE FREQUENCY DRIVE (VFD) AND MOTOR REPAIRS AT THE WASTE WATER TREATMENT PLANT

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency repairs of the variable frequency drive (VFD) and motor at the Waste Water Treatment Plant; and

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

WHEREAS, the Sewer Department obtained the attached invoice from Rapid Pump & Meter Service Co., Inc. for the emergency repairs of the VFD and motor at the Waste Water Treatment Plant in the amount of \$7,350.95; 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 Rapid Pump & Meter Service Co., Inc. for the emergency repairs of the VFD and motor at the Waste Water Treatment Plant in the amount of \$7,350.95.

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 Purchasing Agent and the City Clerk is to advertise the contract as per the Local Public Contracts Law.

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

RESOLUTION NO. 2022-157 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK

Rapid Pump & Meter Service Co., Inc.



Ph: 973.345.5600
 Fx: 973.345.0301
 www.rapid-service.com

285 Straight Street Paterson, NJ 07501
 Remit to: PO Box AY
 Paterson, NJ 07509

Invoice

Customer Number

101005

Invoice Number

RSRI64056

Contact

Order Date

2/28/2022

Shipped Date

3/14/2022

Invoice Date

3/15/2022

Bill To:

Asbury Park STP
 Attn: Accounts Payable
 9 Main Street
 ASBURY PARK, NJ 07712

Ship To:

Asbury Park WWTP
 1700 Kingsley Street
 ASBURY PARK, NJ 07712

Ship Via

Terms

Net 10

Received By

Customer PO

Original Order #

RS64157

Product ID	Qty	Ship	Description	Sales Price	Total
.	1	1	Work Performed As Listed Below	7,350.95	7,350.95

Required Work: Provided labor to troubleshoot VFD and Motor for Fan No.2. Found Motor lead burnt off - cut back leads and meggered Motor. Fuel wire was burnt into the conduit. Rigged and removed 60-HP Electric Motor Overhead from Ventilation System for repair. Removed old wire from VFD to Motor and pulled in new wire and made connections on VFD. Installed Motor on Fan connected to VFD. Removed waterdamaged contactor. Upon startup found VFD Control not showing dc bus voltage. Removed rigging from site.

A 1.5% Per Month Interest Fee Will Be Assessed For Past Due Invoices.

Subtotal: 7,350.95

Freight: 0.00

Other: 0.00

0.0000 % Sales Tax 1: 0.00

0.0000 % Sales Tax 2: 0.00

Thank You!!

TAX EXEMPT Total: 7,350.95

Our Tax ID:

Your Tax ID:

Page 1 of 1

Attachment: RAPID PUMP & METER SERVICE INVOICE (2022-157 : Authoring the Emergency VFD and Motor Repairs at the WWTP)



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

2022-158

Resolution authorizing the emergency purchase and installation of two refurbished variable frequency drives (VFD's) needed at the Waste Water Treatment Plant totaling \$37,663.25 utilizing ARP Funds.



RESOLUTION NO. 2022-158

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

AUTHORIZING THE EMERGENCY PURCHASE AND INSTALLATION OF TWO VARIABLE FREQUENCY DRIVES (VFD'S) AT THE WASTE WATER TREATMENT PLANT

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency purchase and installation of two refurbished Variable Frequency Drives (VFD's) needed at the Waste Water Treatment Plant; and

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

WHEREAS, the Sewer Department obtained the attached quotes from Electro Maintenance Inc. for the emergency purchase and installation of two refurbished VFD's needed at the Waste Water Treatment Plant in the amount of \$37,663.25; 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 Electro Maintenance Inc. for the emergency purchase and installation of two refurbished VFD's needed at the Waste Water Treatment Plant in the amount of \$37,663.25.

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 Purchasing Agent and the City Clerk is to advertise the contract as per the Local Public Contracts Law.

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

RESOLUTION NO. 2022-158 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK

ELECTRO MAINTENANCE INC. LIC.#7363
 5133 WEST HURLEY POND RD. FARMINGDALE,
 N.J. 07727
 BUS. 732-751-9639 FAX. 732-751-9642

PROJECT:

PROPOSAL BREAKDOWN ASBURY TEMPORARY VFD WORK FOR ODOR CONTROL FANS_2022

Breakdown of Charges

Purchase Order Request No: _____

Prepared by: _____

Date: _____

CP

3/14/2022

Scope of Work Description:

PROPOSAL BREAKDOWN ASBURY TEMPORARY VFD WORK FOR ODOR CONTROL FANS_2022

Description	Materials				Labor			Equipment			Subcontractor				Total Cost
	UOM	Qty	Cost per Unit	Total	MHRS	Rate	Total	Hrs #	Rate	Total	UOM	Qty	Cost per Unit	Total	
DEMO AND DISPOSAL OF 2 EXISTING 60 HP FAN VFD'S	LS	1	0	\$0.00	10	\$126.00	\$1,260.00								
INSTALL REFURBISHED 72" X 72" X 24" WEATHER PROOF ENCLOSURE	LS	1	3200	\$3,200.00	32	\$126.00	\$4,032.00								
SUPPLY AND INSTALL 2EA-REFURBISHED SQUARE D VFD'S TO RUN FAN MOTORS	LS	1	18000	\$18,000.00	38	\$126.00	\$4,788.00								
ALL REQUIRED CONDUIT AND WIRE TO RETURN FANS TO OPERATION.	LS	1	375	\$375.00	16	\$126.00	\$2,016.00								
START-UP AND TESTING					6	\$126.00	\$756.00								
Subtotal				\$21,575.00			\$12,852.00			\$ -				\$ -	\$ -
Sales Tax @ 0%				\$ -			\$ -			\$ -				\$ -	\$ -
O&P @ 15%				\$ 3,236.25						\$ -				\$ -	\$ -
Total CO				\$24,811.25			\$ 12,852.00			\$ -				\$37,663.25	\$ 37,663.25

LABOR SCOPE:

PROPOSAL BREAKDOWN ASBURY TEMPORARY VFD WORK FOR ODOR CONTROL FANS_2022

EXCLUSIONS:

ALL PERMIT AND UTILITY FEES



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

2022-171

Resolution identifying the 2022 Menu Items as per the Subsequent Developers Agreement with Madison Retail LLC and Asbury Partners



RESOLUTION NO. 2022-171

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

RESOLUTION IDENTIFYING OF MENU ITEMS AS PER THE SUBSEQUENT DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY PARK, MADISON ASBURY RETAIL LLC, AND ASBURY PARTNERS

WHEREAS, Section 4.01(I) of the Subsequent Developer Agreement (SDA) between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners authorizes funding for the City for Menu Items; and

WHEREAS, as per the SDA the City shall pass a Resolution to identify Menu Items; and

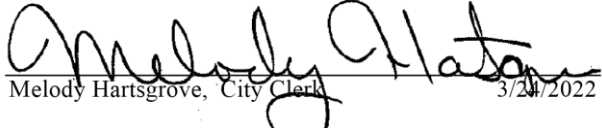
WHEREAS, the City of Asbury Park hereby identifies the Menu Items and their approximate amounts as follows:

- Kubota (1)
- Yamaha Viking (1)
- Polaris (1)
- Office Shed (1)
- Water Usage-Prior year utility bill

WHEREAS, the City Manager shall provide Madison Asbury Retail LLC with the specifications of these items for purchases.

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. 2022-171 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK



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

2022-159

Resolution authorizing the purchase of a 10 x 20 Shed for the Beach Department to be utilized as an office totaling \$7,387.45



RESOLUTION NO. 2022-159

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

RESOLUTION AUTHORIZING THE PURCHASE OF 10 X 20 SHED FOR THE BEACH DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase a 10 x 20 shed for the Beach Department to be utilized as an office; and

WHEREAS, the City has solicited and obtained two quotes from Sheds Unlimited LLC and Kempton Sheds; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of a 10 x20 shed to Sheds Unlimited LLC in the amount of \$7,387.45; and

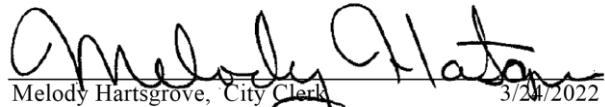
WHEREAS, the City of Asbury Park has adopted Resolution #2022-171 identifying the 2022 Menu Items as per the SDA and the reimbursement and purchase of an office shed for management at 1st Ave & Boardwalk up to \$15,000.00 is included; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 2-05-55-502-000-206. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a 10 x20 shed for the Beach Department in the amount of \$7,387.45 and a copy of this resolution shall be provided to the Beach Manager, 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. 2022-159 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

CERTIFIED BY ME THIS 9th DAY OF March, 2022.



Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK



2025 Valley Rd.
Morgantown, PA 19543

Phone: 717-442-3281

Estimate

Estimate Date: Feb-14-2022

Estimate Number: 1001761

Payment Terms: 50% Down / Bal on Del

Total Amount: \$7387.45

Price quoted is valid for 30 days

Sales Rep: Benjamin C Shue

Bill To:

Joe Bongiovanni
1 Municipal Plaza
Asbury Park, NJ 07712

Deliver To:

Joe Bongiovanni
1 Municipal Plaza
Asbury Park, NJ 07712

732-379-8250

apchief1@optonline.net

Details

Shed:

Door:

Shutter:

Roof:

Trim (Around Door):

Corner Trim:

Trim Color (On Door):

Fascia Trim:

Window Trim Color:

Description	Quantity	Price	Total
10x20 Saltbox w Vinyl Siding - Standard Shed Collection	1	\$6,475.00	\$6,475.00
- Pressure treated skids			
- 2x4 Pressure treated floor joists 16in O.C.			
- 5/8th Flooring			
- 2x4 walls and trusses 16in O.C.			
- Back wall 5ft 5in front wall 7ft 4in			
- Two 18x27 windows with screens and vinyl raised panel shutters			
- Fiberglass 5ft Double Door			
- 30 year architectural shingles			
- 6/12 roof pitch			
- 18in overhang on the front with 4in on the back			
----- Features above included in base price -----			
=====			
Upgrade to 2x6 Floor Joists	1	\$453.25	\$453.25
Change to 3' single white prehung door - no glass	1	\$0.00	\$0.00
Shipping for 6' - 10' wide Sheds (20 miles free)	93	\$4.40	\$409.20
Shipping Permit for New Jersey	1	\$50.00	\$50.00

Customer is responsible for any and all site preparation, including leveling, fill and grading. Sheds Unlimited requests that delivery be rescheduled if Customer believes weather, soft ground or other conditions exist which would impede the safe delivery of the building or cause damage to the property. Customer also waives any course of action against Sheds Unlimited for any damage caused to lawn, pastures, ground, fences, gates, structures, buildings, animals or other property whatsoever. Customer is responsible to make pre-hung door adjustments, when a building with such a door is placed on a pad other than concrete.

The balance of the purchase price is due at time of delivery. Any unpaid payments shall bear interest at the rate of two percent (2%) per month. No complaint about work or product shall excuse Customer from completing its payment obligations under this Agreement.

Our cancellation and refund policy is as follows. 95% of the total is refundable if supplies have not been ordered. If supplies have been ordered the refund will be 95% or remaining balance after supplies are deducted.

NOTE: If shed delivery time exceeds one hour charge's of \$60.00 per hour will apply.

Subtotal: \$7,387.45

Sales Tax: \$0.00

Total: \$7,387.45

Signed By: _____

Date: _____

Questions?

Contact us using the contact information on the right.

Sheds Unlimited LLC | 2025 Valley Rd. | Morgantown, PA | 19543

Phone: 717-442-3281 | www.shedsunlimited.net

Attachment: BEACH SHED QUOTES (2022-159 : Purchase of 10x20 Shed for the Beach Department)

**KEMPTON
SHEDS**
732-449-8673
ROUTE 34 • ONE MILE SOUTH OF QSP • WALL TWP.

Joe Bongiovanni
Home: _____

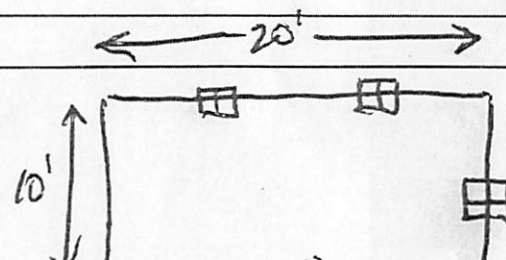
Work/Cell: (732) 379-8250

License #: 13VH02673400

Sold To: _____

CITY OF ASBURY PARK

Delivery within 4 weeks	Truck Access:		DRIVER	PASSENGER
	YES	NO	FORWARD	REARWARD

Description	Amount	
10x20 VINYL "GABLE" SHED	8850	—
	8850	—
3 WINDOWS w/ SHUTTERS	100	—
36" 6-PANEL Fiberglass Door	50	—
Delivered Fully Preassembled		
Vinyl Color :		
Shutter Color :		
Roof Color :		
AVAILABLE WITHIN 2-3 WEEKS		
	Subtotal:	9000 —
	Sales Tax:	exempt
	Total:	9000 —



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

2022-160

Resolution authorizing the purchase of ammunition for 2023 for the Police Department from Eagle Point Gun off of State Contract #17-FLEET-00721 totaling \$22,835.60.



RESOLUTION NO. 2022-160

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

RESOLUTION AUTHORIZING PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT

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

WHEREAS, the City has obtained the attached quotes totaling \$22,835.60:

- Eagle Point Gun Shop in the amount of \$22,835.00 on State Contract #17-FLEET-00721, T0106

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$22,835.60; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 2-01-25-240-000-221. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of ammunition for the Police Department in the amount of \$22,835.00 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-160 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK

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

FIREARMS UNIT

TO: Chief David Kelso

FROM: Captain Daniel Kowsaluk

SUBJECT: Ammunition

DATE: March 15, 2022

Attached to this memo is a quote for ammunition needed for the firearms unit for 2023. The quote is from Thomas Morris and Sons who has the New Jersey State Contract on the items. Thank you.

.40 cal. 165gr. Gold Dot Hollow Point CCI/Speer #53970 @ \$326.00 per case, 15 cases	\$4,890.00.
.40 cal. 125gr. No Lead Frangible, #BC40CT1 @ \$404.08 per case, 10 cases.	\$4,040.80.
.40 cal. 165gr. Speer Lawman Clean Fire #53954 @ \$239.00 per case, 20 cases	\$4,780.00
.223 cal. 55gr. FMJ BT Federal American Eagle #AE223 @ \$150.92 per case, 40 cases	\$6,036.80
12ga. 9 Pellet 00 Buck Federal #LE-132-00 @ \$109.95 per case, 10 cases	\$1,099.50
9mm 124gr. FMJ PMC #9G @ \$198.85 per case, 10 cases	\$1,988.50
Total	\$22,835.60

Attachment: EAGLE POINT GUN AMMUNITION QUOTE (2022-160 : Purchase of Ammunition for the Police Department)

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

15MAR22

Good afternoon Dan,

Pursuant to your below Request, the following official written letterhead quotation is provided. The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. The ammunition items quoted on are factory new by Federal Cartridge, CCI/Speer and PMC. There is no minimum or maximum order BUT ammunition must be ordered in full case lots and I have quoted by the case. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals. The prices quoted include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New Jersey. Delivery times for factory drop ships of ammunition are now running 9-17 months ARO for most items and vary per item. In stock items may also be picked up here at the same prices and I will indicate what is in stock as of this afternoon BUT my inventory changes on a daily basis. These Federal Cartridge and PMC prices are pursuant to New Jersey State Contract #17-FLEET-00721, T # T0106, Line #s 3 (Federal Cartridge) and 7 (PMC). I have attached a copy of the New Jersey State Contract award and Federal Cartridge and PMC ammunition price lists for your file. I have also attached a copy of our 01OCT19 New Jersey State Wide Flier for your file. We have the current New Jersey State Contract for Federal Cartridge ammunition, Remington Arms ammunition and firearms (currently on hold due to their bankruptcy), PMC ammunition, Speedwell Target paper and cardboard targets, MACE, EOTech sights, Benelli firearms, Heckler & Koch firearms, Walther firearms, and other items. I do not have the current New Jersey State Contract for CCI/Speer so those prices are just a quote BUT should be below the current New Jersey State Contract prices.

.40 cal. 165gr. Gold Dot Hollow Point CCI/Speer #53970 @ \$326.00 per case of 1,000 rds. X 15,000 rds. (15 cases) = \$4,890.00. Out Of Stock.

Attachment: EAGLE POINT GUN AMMUNITION QUOTE (2022-160 : Purchase of Ammunition for the Police Department)

.40 cal. 125gr. No Lead Frangible RHT Federal Ballisticlean #BC40CT1 @ \$404.08 per case of 1,000 rds. X 10,000 rds. (10 cases) = \$4,040.80. In Stock.

.40 cal. 165gr. TMJ Reduced Lead CCI/Speer Lawman Clean Fire #53954 @ \$239.00 per case of 1,000 rds. X 20,000 rds. (20 cases) = \$4,780.00. In Stock.

.223 cal. 55gr. FMJ BT Federal American Eagle #AE223 @ \$150.92 per case of 500 rds. X 20,000 rds. (40 cases) = \$6,036.80. Out Of Stock.

.223 cal. 55gr. FMJ BT PMC #223A @ \$310.40 per case of 1,000 rds. X 20,000 rds. (20 cases) = \$6,208.00. Out Of Stock.

12ga. 9 Pellet Reduced Recoil Tactical 00 Buck Federal #LE-132-00 @ \$109.95 per case of 250 rds. X 2,500 rds. (10 cases) = \$1,099.50. Out Of Stock.

9mm 124gr. FMJ PMC #9G @ \$198.85 per case of 1,000 rds. X 10,000 rds. (10 cases) = \$1,988.50. Out Of Stock.

9mm 124gr. FMJ CCI/Speer Blazer Brass @ \$174.00 per case of 1,000 rds. X 10,000 rds. (10 cases) = \$1,740.00. Out of Stock.

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

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, Aguila ammunition, Wolf ammunition (762X39 and 762X54R only), Dummy Training Rounds, Winchester and Federal Lake City and RWS/RUAG and Fiocchi blank ammunition, Remington ammunition and firearms and firearms accessories (currently on hold due to the bankruptcy), Benelli firearms, Walther firearms, Heckler & Koch firearms, Springfield Armory firearms, Bushmaster firearms (currently on hold due to the bankruptcy), DPMS firearms (currently on hold due to

the bankruptcy), Stag Arms firearms, Rock River firearms, MACE, ALS/PACEM Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free/CLP, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

As always,
Tom

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



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

2022-161

Resolution approving change order #1 for Bond Street Improvements Project in the amount of \$0.00



RESOLUTION NO. 2022-161

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

RESOLUTION APPROVING CHANGE ORDER #1 FOR BOND STREET IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers Inc. on November 10, 2021 for Bond Street Improvements Project via Resolution #2021-477; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million six hundred fifty seven thousand six hundred and fifty-seven dollars (\$1,657,657.00); and

WHEREAS, the City Engineer is requesting Change Order #1 in the amount of \$0.00; and

WHEREAS, Change Order # 1 is due to an increase and reduction in items to reflect as-built quantities; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-907-000-902 and 9-07-17-907-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Monmouth and State of New Jersey that this Change Order #1 shall not exceed zero dollars and zero cents (\$0.00).

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

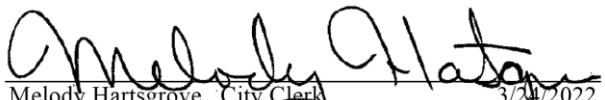
BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

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

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

I, 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. 2022-161 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00776

CHANGE ORDER NO. 1

DATE: March 15, 2022

PROJECT: Bond Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

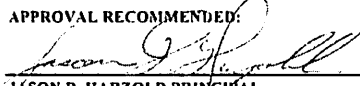
REDUCTIONS:

Item 6 is reduced to offset the cost for Supplemental Item S-1

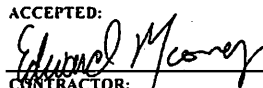
EXTRA:SUPPLEMENTARY:

S-1 Reconstruct Sanitary Manhole

APPROVAL RECOMMENDED:


JASON D. HARZOLD PRINCIPAL
PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S
APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$8,500.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$8,500.00	XXXXXXXXXX
TOTALS THIS C.O.	\$8,500.00	\$8,500.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$8,500.00	\$8,500.00
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE	\$1,657,657.00
CHANGE ORDERS TO DATE	0.00% \$0.00
REVISED CONTRACT PRICE	\$1,657,657.00

Attachment: LUCAS BROTHERS BOND ST CHANGE ORDER 1 (2022-161 : Change Order #1 for Bond Street Improvement Project)

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00776

PROJECT: Bond Street Improvements
OWNER: City of Asbury Park
CONTRACTOR: Lucas Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS	6	Police Traffic Directors (If & Where Directed)	113.33 MH	\$75.00	\$8,500.00

A. TOTAL REDUCTIONS \$8,500.00

EXTRA					\$0.00
					\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-1	Reconstruct Sanitary Manhole	2.00 UN	\$4,250.00	\$8,500.00

C. TOTAL SUPPLEMENTARY \$8,500.00

Attachment: LUCAS BROTHERS BOND ST CHANGE ORDER 1 (2022-161 : Change Order #1 for Bond Street Improvement Project)



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

2022-162

Resolution authorizing the amendment of a contract with Warshauer Electric Supply for the purchase of lights needed at Sunset & Library Park. Resolution #2022-94 was approved for Sunset Park = \$68,333.33 and Library Park = \$13,961.70, a total of \$82,295.03. There is a \$2,781.95 increase for additional lights needed at Library Park.



RESOLUTION NO. 2022-162

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

RESOLUTION AMENDING A CONTRACT WITH WARSHAUER ELECTRIC SUPPLY FOR THE PURCHASE OF LIGHTS NEEDED AT LIBRARY PARK

WHEREAS, the City of Asbury Park adopted Resolution #2022-94 on January 26, 2022 awarding a contract to Warshauer Electric Supply for the purchase of lights needed at Sunset and Library Park totaling \$82,295.03; and

WHEREAS, the City of Asbury Park received a revised quote from Warshauer Electric Supply with the new price of the project totaling \$85,076.98 based off of the Hunterdon County Educational Services Commission (HCESC) Co-op Contract #HCESC-Cat-19-07, in which the City is a member; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 2-06-55-502-000-226. 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 amendment of a contract with Warshauer Electric Supply in the amount of \$85,076.98 for the purchase of lights needed at Sunset and Library Park and a copy of this Resolution shall be provided to the DPW Superintendent, 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. 2022-162 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK

CITY OF ASBURY PARK

ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712
(732) 775-2100

NJ TAX EXEMPT 3.D.10.a**PURCHASE ORDER**

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 22-00275

ORDER DATE: 01/27/22
REQUISITION NO: T-000361
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

Pg

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PUBLIC MAINTENANCE
9 MAIN STREET
ASBURY PARK, NJ 07712

**V
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R**

VENDOR #: WARGEN

WARSHAUER GENERATOR, LLC
800 SHREWSBURY AVENUE
TINTON FALLS, NJ 07724

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-9(a)(1) - FEDERAL ID #21-6000035

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
1.00	LIBRARY PARK POST TOPS RESOLUTION #2022-94 HCESC CO-OP MEMEBER 34HUNCCP CONTRACT #HCESC-CAT-19-07	2-06-55-502-000-226 TRANS.UTILITY OE Park Lighting	13,961.7000	13,961.7
			TOTAL	13,961.7

VENDOR DO NOT ACCEPT UNLESS SIGNED:

Date: 1/27/22

Signed: John Boos

I, having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

SIGNATURE

DATE

ALL DEPARTMENT HEADS RESPONSIBLE FOR MONITORING THE RECEIPT OF ALL ORDERED SERVICES AND MATERIALS. THE PAYMENT VOUCHER SHOULD NOT BE SIGNED UNTIL ALL THE GOODS ARE RECEIVED OR ARRANGEMENTS HAVE MADE FOR PARTIAL PAYMENTS FOR WHICH YOU HAVE ADVISED THE PURCHASING AND FINANCE DEPARTMENT.

RECEIVING COPY - RETURN TO FINANCE SIGNED

Packet Pg. 129

Attachment: WARSHAUER GENERATOR AMENDMENT RESO 2022-94 (2022-162 : Amending a Contract with Warshauer Electric Supply for



1954

Electric Supply

WARSHAUER ELECTRIC SUPPLY TF
800 SHREWSBURY AVE
TINTON FALLS, NJ 07724
Phone 732-741-6400



3.D.10.a

Acknowledgement

ORDER DATE	ORDER NUMBER
03/16/2022	S100364482
WARSHAUER ELECTRIC SUPPLY TF 800 SHREWSBURY AVE TINTON FALLS, NJ 07724 Phone 732-741-6400	
PAGE NO.	
1 of 1	

SOLD TO:

SHIP TO:

CITY OF ASBURY PARK
ONE MUNICIPLE PLAZA
ASBURY PARK, NJ 07712

CITY OF ASBURY PARK
PUBLIC MAINTENANCE
9 MAIN STREET
ASBURY PARK, NJ 07712

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
442	22-00275	Library Fixtures	Jeff Black
WRITER	SHIP VIA	TERMS	SHIP DATE
Colin Casey x4024	DIRECT	TERM-10TH PROX	01/31/2022
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
7ea	HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-19-07 LED LGHTING Hadco C13739B Fixture Nonstock subject to re-stocking fee LIBRARY FIXTURES	2391.950/ea	16743.65

* Items are subject to a restock fee and freight back to the manufacturer if returned. Items cannot be returned if installed.

Subtotal	16743.65
S&H Charges	0.00
Tax	0.00
Pymt & Disc	0.00
Amount Due	16743.65



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

2022-163

Revision to Resolution 2021-369 to accept a HDSR reimbursement grant from New Jersey EDA for environmental clean up of Springwood Park for up to \$33,551. The revision is at the request of New Jersey EDA to include both the old block and lot numbers and the new block and lot numbers in the resolution.



RESOLUTION NO. 2022-163

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

A RESOLUTION AMENDING RESOLUTION 2021-369 AND ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR 101-103 LAKE COURT A.K.A. SPRINGWOOD PARK

WHEREAS, the City of Asbury Park passed Resolution 2021-369 authorizing the acceptance of a grant from the Hazardous Discharge Site Remediation Fund Public Entity Program through the New Jersey Economic Development Authority and the New Jersey Department of Environmental Protection for 101-103 Lake Court (a.k.a Springwood Park);

WHEREAS, Resolution 2021-369 incorrectly identified the project under its new tax Block and lots, not what the original block and lot in the application which is Block 1201, Lots 1-9 and 13-21, currently known as Block 1201, Lot 1.01 and Resolution 2021-369 did not state the grant is for Remedial Investigation and Remedial Action;

WHEREAS, the City of Asbury Park has applied for and has been awarded a grant in the amount of up to \$ 33,551 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Investigation and Remedial Action at the former 101-103 Lake Court, Block 1201, Lots 1-9 and 13-21, currently known as Block 1201, Lot 1.01 , a.k.a. Springwood Park;

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

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

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. 2022-163 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK



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

2022-164

Resolution authorizing a professional architectural services contract to Arcari & Iovino Architects for the Transportation Center renovations in the amount of \$76,000.00 utilizing ARP funds.



RESOLUTION NO. 2022-164

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO ARCARI & IOVINO FOR ARCHITECTURAL SERVICES FOR THE TRANSPORTATION CENTER RENOVATION

WHEREAS, on March 1, 2022 the City of Asbury Park received a proposal for professional architectural services for the Transportation Center renovations from Arcari & Iovino Architects; and

WHEREAS, Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

WHEREAS, the not-to-exceed cost for various services as outlined in the proposal shall not exceed \$76,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account G-02-43-956-022-206. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Arcari & Iovino Architects a professional architectural service contract for the Transportation Center renovations as outlined in the scope of services provided on March 1, 2022, in a not-to-exceed amount of \$76,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO and 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. 2022-164 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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

MELODY HARTSGROVE
CITY CLERK

arcari iovino

ARCHITECTS PC

Celebrating our 30th year!
1992 – 2022

One Katherine Street
Little Ferry, NJ 07643

201.641.0600

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP



Member



USGBC
MEMBER

March 1, 2022

Ms. Donna Vieiro, City Manager
City Hall
1 Municipal Plaza
Asbury Park, NJ 07712

Re: Professional Services Proposal
Transportation Center Renovation

Dear Ms. Vieiro,

We are pleased to submit this proposal for the Transportation Center renovation. As we understand, the city intends to repurpose roughly half of the existing Transportation Center for new social services offices and meeting space. As a result, the NJ Transit ticket office would be reconfigured to be accessible from the public half of the space. Other related improvements such as upgraded restrooms, new ceilings, lighting, and HVAC systems are anticipated.

During our recent visit to the building, we discussed the design intent and some options that would be cost efficient. Our office would begin the process by collecting available blueprints of the original construction, measuring key features of the building, and composing an initial concept plan.

We will engage engineering consultants for mechanical, electrical, and plumbing system upgrades as well as a structural engineer to confirm and design any modifications to the roof framing relating to the large HVAC unit.

A typical project is comprised of a series of phases spanning from design through construction. Below we have outlined the purpose of these phases along with their timelines and have identified a summary of tasks to be performed.

Design Development Phase (1 month)

The goal of the Design Development phase is to resolve significant design issues such as the technical aspects of materials and the building's systems. As well, the arrangement of the spaces and the interior finishes are to be finalized. Mechanical, electrical, plumbing, and structural design concepts are investigated and integrated into the design. Potential cost savings in construction materials and systems as well as energy efficiencies are discussed and implemented. The drawings prepared in this phase will specifically define the building plan will be used as the basis for the construction documents.

Tasks associated with Design Development include the following:

- Visit the site for measurements and observations
- Develop initial design concept
- Prepare a Building Code analysis
- Initial review of concept plan by City
- Initial assessment of systems and utilities by engineers
- Investigate construction systems appropriate for this building (i.e., masonry versus steel)
- Prepare conceptual furniture plan for areas to 'test-fit' the spaces
- Develop preliminary lighting and electrical plans
- Conduct consultant group coordination meeting
- Prepare an opinion of the probable construction value
- Progress and design review meeting with City

Construction Documents Phase (2 months)

The services provided within this phase includes the product research and documentation of the existing conditions. We will produce materials in the form of drawings and specifications which set forth in detail the requirements for the construction of the project. Drawings illustrate the components of construction while the specifications provide written requirements pertaining to building materials, equipment, and construction systems. Construction Documents allow for the bidding, permits, and the construction process.

Tasks associated with Construction Documentation include the following:

- Prepare construction documents including technical specifications and drawings depicting:
 - Code review summary, project data
 - Floor, roof, and ceiling plans
 - Interior elevations as needed
 - Wall sections and details
 - Door and window specifications and details
 - Detail restroom plans, elevations, and specifications
 - Finish plan and specifications
 - Structural plans and details
 - Mechanical plans and details
 - Electrical plans and details
 - Plumbing plans and details
- Coordinate electrical, mechanical, plumbing, and structural engineering documents
- Select finish materials for interior of building
- Preliminary review meeting with the Building Department, if available
- Develop front-end bidding documents for the Attorney's review
- Assemble project manual
- Coordinate with estimating consultant to finalize probable construction values
- Final review with City

Public Bidding Phase (2 months)

During the public bidding phase, we would assemble the bid documents and assist with their distribution to contractors. We will answer their questions during the process and attend the bid

opening. We would help evaluate the bids and prepare a summary letter of our findings. This period includes time to secure a contract from the awarded bidder and assistance with the process.

Tasks associated with Bidding Phase include the following:

- Assist in preparing a list of bidders
- Assist with the distribution of bid sets
- Respond to contractor requests during bidding
- Attend the bid opening
- Assist with the evaluation of the bids
- Check bidder references
- Prepare a summary of the bid results and findings

Construction Administration Phase (5 months)

The Construction Administration is where the architect makes observations to determine that the construction is conforming to construction drawings, specifications, and standards. Administrative tasks occur at the architect's and consultant's offices throughout the phase whereas they review submittals, respond to contractor questions, and help resolve issues as they arise during construction. Records are maintained of all significant correspondence, meetings, and submittals.

Tasks associated with Construction Administration include the following:

- Attendance at a pre-construction meeting
- Review initial schedules of time and money by contractor
- Review periodic applications for payment by contractor
- Review product and equipment submittals and shop drawings
- Review contractor requests for changes
- Conduct jobsite visits then issue reports (7 visits)
- Punch list preparation
- Determine dates for substantial and final completion and issue forms
- Project closeout and final site visit

Professional Fee

Our fee for the basic architectural services is Seventy-Six Thousand Dollars (\$76,000). This includes reasonable printing and shipping costs. The fee is apportioned by phase as follows:

Design Development	\$19,000
Construction Documents	\$30,400
Public Bidding	\$2,000
<u>Construction Administration</u>	<u>\$24,600</u>
Total Fee	\$76,000

Conditions of Proposal

- The project is to be bid as a single-prime contract performed in a single construction phase.
- Hazardous materials testing and abatement is not included.
- Roofing work is not included except as directly related to any HVAC work.
- Civil engineering services are not anticipated nor included.

We look forward to working with you and are confident we can help you plan this project effectively. Contact us at your earliest convenience to discuss and we will commence work upon your approval and execution of a mutually acceptable agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Iovino', with a large, stylized initial 'A'.

Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.



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

2022-165

Resolution authorizing a professional services contract to JP Monzo for Financial Analysis Consulting Services in the amount of \$12,500.00 utilizing current funds.



RESOLUTION NO. 2022-165

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO JP MONZO FOR FINANCIAL ANALYSIS CONSULTING SERVICES

WHEREAS, on March 7, 2022 the City of Asbury Park received a proposal for Financial Analysis Consulting Services from JP Monzo Municipal Consulting; and

WHEREAS, Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

WHEREAS, the cost for professional services as outlined in the proposal shall not exceed \$12,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Account 2-01-20-100-000-209; and the maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards JP Monzo Municipal Consulting a professional service contract for Financial Analysis Consulting Services as outlined in the scope of services provided on March 7, 2022 in a not-to-exceed amount of \$12,500.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO and 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. 2022-165 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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

MELODY HARTSGROVE
CITY CLERK



CITY OF ASBURY PARK FINANCIAL ANALYSIS CONSULTING SERVICE

This contract is between the City of Asbury Park, NJ (the City) and JPMonzo Municipal Consulting, LLC (JPM LLC).

The City needs a financial analysis to forecast revenues and spending over the next several years. This is a focus of the administration and the financial operations of the City.

The City agrees to engage JPMLLC to:

- Review the revenue , spending and taxation trends over the last several years.
- Forecast the potential revenue streams and statutory and operational expenses of the City over the next 3-5 years.
- Meet with City officials (in person or virtual) as needed.
- Prepare a report to the administration with the findings and recommendations.

The City agrees to pay JPMLLC a fee of \$ 12,500 for a maximum of 50 hours for this engagement. Any time necessary after 50 hours will be billed \$ 200 per hour. The minimum billing shall be \$ 12,500.

Billing for services will be provided with the report to the City.

The services provided by JPMLLC and the payment for those services are not contingent on the City of Asbury Park implementing any recommendations that JPMLLC might make after the review.

JPMLLC is a fully insured municipal financial consulting firm.

By the signatures below the parties agree to this contract.

For the City of Asbury Park

For JPM Municipal Consulting

Joseph P Monzo, Principal
116 Berryland St
Chesterfield, NJ 08515

609 954 5522

March 7, 2022



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

2022-166

Resolution authorizing a professional services contract to ENGenuity Infrastructure for location plans and preparations of bid specifications for two Portland Loo's in the amount of \$14,895.00 utilizing Section 20 capital funds.



RESOLUTION NO. 2022-166

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO ENGENUITY INFRASTRUCTURE FOR LOCATION PLANS AND PREPARATION OF BID SPECIFICATIONS FOR TWO'S PORTLAND LOO'S

WHEREAS, on March 17, 2022 the City of Asbury Park received a proposal for location plans and preparation of bid specifications for two Portland Loo's from ENGenuity Infrastructure; and

WHEREAS, the City appointed, via Resolution 2022-48, the firm of ENGenuity Infrastructure to perform special engineering projects; and

WHEREAS, the cost for various services as outlined in the proposal shall not exceed \$14,895.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-09-17-908-000-901; and the maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards ENGenuity Infrastructure a professional service contract for location plans and preparation of bid specifications for two Portland Loo's as outlined in the scope of services provided on March 17, 2022 in a not-to-exceed amount of \$14,895.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Special Project Engineer and 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. 2022-166 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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

MELODY HARTSGROVE
CITY CLERK



ENGENUITY
INFRASTRUCTURE

Donna Vieiro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

ENGenuity Infrastructure™
2 Bridge Avenue, Suite 323, Red Bank, NJ 07701
732.741.3176 | engenuitynj.com

ASPK-OH004
March 17, 2022

**Re: Professional Engineering Services
Preparation of Bid Documents for Proposed Portland Loo's
City of Asbury Park, Monmouth County, NJ**

Dear Ms. Vieiro:

ENGenuity Infrastructure is pleased to submit this Scope and Fee Estimate to prepare a Location Plan and Bid Specifications for two (2) proposed Portland Loo units within the City of Asbury Park.

PROJECT UNDERSTANDING

The City of Asbury Park is looking to procure and install two (2) Portland Loo units, one (1) at the Transportation Center and one on Lake Avenue at Emory Street. The installation will require underground plumbing, connection to the nearest water line, electrical systems, foundation pad construction, and placement of the units.

The Following Tasks will be completed for the project:

Task 1 – Location Planning/Utility Coordination Meeting

This task shall cover any preliminary investigative work to ensure that the two (2) locations chosen by the City meet the criteria to successfully install the proposed units. This shall include but is not limited to:

- Accessibility features for pedestrians – Is this easy to identify and access for pedestrians.
- Utility planning – are the locations chosen within close proximity to existing utility lines needed to operate the units while minimizing disruption to existing site features.

We have assumed a Site Visit with a City representative for this task to review the information prior to finalizing locations. We have also assumed a Utility Coordination Meeting with representative from the Utility Owners for Water, Sewer, and Electric to ensure the locations can be properly serviced.

Task 2 – Proposed Site Plans

ENGenuity will prepare the Site Plans associated with the two (2) proposed units. This shall include the following:

- Basemapping of the proposed sites.
- Location & Grading Plan. This shall show surrounding site features and any adjustments to proposed grading. This will also include any new pedestrian paths to the new units.
- Utility Plan. This will show locations of utility connections, and any necessary restoration to the surrounding site features.
- Construction Details for any proposed site items.

Task 3 – Bid Specifications

ENGenuity shall prepare all necessary Bid Specifications for the procurement and installation of the Portland Loo units. The specifications shall be prepared in NJDOT format and will include the following:

- Table of Contents
- Notice to Bidders
- Instructions to Bidders
- Special Provisions
- Technical Specifications
- Bid Proposal Forms
- Contracts

Task 4 – Bid Support

ENGenuity will conduct all activities related to the bidding process, once the plans and technical specifications have been submitted and approved, including evaluation of bids and recommendation of award.

Exclusions:

Services related to the following are not included in the current proposal for the project. At this time, it is our understanding that they will not be required or have not been requested. A fee for any of the following can be furnished at the client's request:

1. Survey Services.
2. Construction Phase Services. This shall include:
 - a. Construction Administration.
 - b. Construction Inspection & Testing.
 - c. Construction Surveying Services.
3. Soil Erosion and Sediment Control Permitting.
4. Any permits to tie into existing utilities.
5. As-Built Plans.
6. Geotechnical Engineering Services.
7. Structural Engineering Services.
8. Environmental Engineering Services.
9. Stormwater Management Design.
10. Landscaping Plan.
11. Lighting Plan.
12. Electrical Design. It is our understanding that no electrical is proposed.
13. Architectural Plans, Elevations, and Foundation Design.
14. Substantial Plan Revisions.
15. We assume if the City intends to incorporate a handwash that this feature will tie directly into the proposed sanitary sewer line for the unit.
16. GPR services – this can be rendered if requested for a fee of \$1,800-\$3,600

Schedule of Fees:

A summary of fees is as follows.

Task 1 – Location Planning	\$1,500
Utility Coordination Meeting	\$1,000
Task 2 – Proposed Site Plans and Utility Details	\$7,050
Task 2 – Bid Specifications	\$3,345
Task 4 – Bid Support	\$2,000*
TOTAL	\$14,895

*Assumes ENGenuity can sell plans and specifications to offset printing costs so amount added for printing of plans and specs.

Table 1									
Fee Estimate - Wayfinding									
Client:	City of Asbury Park								
Project:	Portland Loo								
Phase:	All Phases								
TASK LABOR HOURS									
Task No.	Description	Executive	Professional Mid	Professional Staff I	Task Total Hours	Other Direct Costs	Outside Professionals	Cost by Task	
1	Task 1								
	Location Planning		4	8	12	\$ 40	\$ -	\$ 1,500	
	Utility Coordination Meeting	2	2	2	6	\$ 50	\$ -	\$ 1,000	
									Task Total Task Hours
									\$ 2,500 18
2	Task 2								
	Site Plans	2	12	40	54	\$ 35	\$ -	\$ 6,525	
	Engineers Estimate	1	2		3	\$ -	\$ -	\$ 525	
									Task Total Task Hours
									\$ 7,050 57
3	Task 3								
	Bid Specifications	1	6	20	27	\$ 100	\$ -	\$ 3,345	
									Task Total Task Hours
									\$ 3,345 27
4	Task 4								
	Bid Support/Evaluation of Bids/Recommendation of Award*	1	6	8	15	\$ 15	\$ -	\$ 2,000	
									Task Total Task Hours
									\$ 2,000 15
5	Construction Management								
	Preconstruction Meeting (1)					\$ -	\$ -	\$ -	
	Shop Drawing Review					\$ -	\$ -	\$ -	
	Inspection					\$ -	\$ -	\$ -	
									Task Total Task Hours
									\$ - -
Total Hours		7	32	78	117	240	-	14,895	
Hourly Billing Rates		\$ 215	\$ 155	\$ 105					
Cost by Title		\$ 1,505	\$ 4,960	\$ 8,190					
								TOTAL	\$ 14,895 \$ 117

We thank you for the opportunity to submit this proposal. Should you have any questions or require any additional information, please do not hesitate to contact me at 732-741-3176.

On behalf of ENGenuity Infrastructure, I would like to thank you for the opportunity to submit this Proposal, and look forward to working with you.

Very truly yours,



JACKLYN J. FLOR, P.E., P.P., C.M.E.
 PRESIDENT AND CEO



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

2022-167

Issue refunds of subsequent sewer payments made by various lienholders.



RESOLUTION NO. 2022-167

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

RESOLUTION AUTHORIZING REFUNDS ON SUBSEQUENT RESIDENTIAL SEWER PAYMENTS IN ACCORDANCE WITH P.L. 2021

WHEREAS, P.L. 2021, c. 317 requires residential ratepayers be offered the opportunity to pay delinquent sewer charges before allowing an existing tax lienholder to satisfy arrearages accruing between March 9, 2020 and March 15, 2022.

WHEREAS, the Tax Collector has requested authorization to issue refunds of a subsequent sewer payments made by various lienholders, 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, authorize the Tax Collector for the City of Asbury Park to issue the following refunds:

Lienholder	Refund
TLOA OF NJ LLC	\$245.07
TRYSTONE CAPITAL ASSETS LLC	\$12,919.79
US BANK CUST ACTLIEN HOLDING	\$1,691.98
ATCF II NEW JERSEY, TAXSERV AS	\$163.87
EVOLVE BANK & TRUST	\$1,312.12
PINE VALLEY ONE REAL ESTATE LLC	\$834.27
FIG CUST FIGNJ19LLC & SEC PTY	\$36,152.95
Total	\$53,320.05

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. 2022-167 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK



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

2022-168

Subordination of mortgage executed to Melvin and Barbara Daniels in the amount of \$18,640 for repairs to 1308 Fourth Avenue, Asbury Park, NJ.

**RESOLUTION NO. 2022-168**

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

**RESOLUTION AUTHORIZING THE MAYOR & CITY COUNCIL TO EXECUTE A
SUBORDINATION OF MORTGAGE FOR MELVIN AND BARBARA DANIELS FOR
PROPERTY LOCATED AT 1308 FOURTH AVENUE ASBURY PARK**

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to Melvin and Barbara Daniels in the total amount of \$18,640, for the repairs to 1308 Fourth Avenue, Asbury Park, Block 2105 Lot 5, which was recorded at the Office of the Monmouth County Clerk, Book OR-9094, Page 785; and

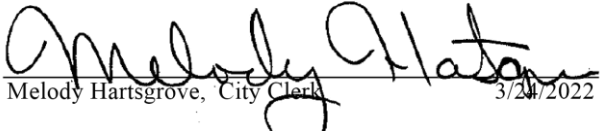
WHEREAS, Melvin and Barbara Daniels are requesting a Subordination of Mortgage for a refinance of the property; and

WHEREAS, Melvin and Barbara Daniels applied for an RCA Loan in 2014 for the total amount of \$18,640; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Subordination of the Mortgage by the City with respect to 1308 Fourth Avenue, 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. 2022-168 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

3/24/2022

MELODY HARTSGROVE
CITY CLERK

Cassandra Dickerson

From: David Landri <dlandri@cgph.net>
Sent: Thursday, March 10, 2022 1:46 PM
To: Cassandra Dickerson; Donna Vieiro
Cc: Dan Levin
Subject: [EXTERNAL] 1308 4th Ave. Subordination Request
Attachments: 1308 4th Ave., Asbury Park Subordination Request.pdf

Good afternoon Cassandra,

Attached is a subordination request packet for 1308 4th Ave. There is an appraisal dated 3/2/22 included, which indicates that the home's value is \$655,000 and the refinance will be for \$435,798. Based on review of the documents supplied by the lender, there will be sufficient retained equity to protect the RCA loan in the amount of \$18,640. Please advise if this request needs to be heard by Council and if so, when that can take place. The lender has provided a pre-paid return label for the subordination agreement.

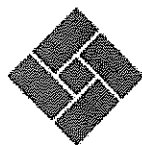
If you have any questions, please feel free to let me know.

Thank you,

Best regards,
 David A. Landri
 Senior Housing Rehabilitation Specialist

dlandri@cgph.net
 609-664-2783

1249 South River Road, Suite 301
 Cranbury, NJ 08512-3633
 Fax 609 664-2786
 Company Website: www.cgph.net
 Home Improvement Program Website: www.hip.cgph.net
 Affordable Homes For Sale and Rent: www.affordablehomesnewjersey.com



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

2022-169

Sale of city parcel to entity that develops housing for veterans and other special groups who owns property next to parcel. Sale of parcel will merge the two lots and create one developable lot.



RESOLUTION NO. 2022-169

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

RESOLUTION OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AND ACQUISITION AGREEMENT WITH VETERANS RELOCATION PROJECT LLC, WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED AS 41 AND 45 BORDEN AVENUE WITHIN THE S.T.A.R.S. REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“**LRHL**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment with a designated private redeveloper; and

WHEREAS, pursuant to the LRHL, the City of Asbury Park (“**City**”), has the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the City owns Block 903, Lot 9 in the City of Asbury Park, commonly, known as 45 Borden Avenue (the “**City Property**”) and Veteran Relocation Project, LLC (the “**Redeveloper**”) owns 41 Borden Avenue (which is immediately adjacent to 45 Borden Avenue) all in the S.T.A.R.S. Redevelopment Plan area (the “**Redevelopment Area**”) and

WHEREAS, the Redeveloper desires to be designated redeveloper of 41 and 45 Borden Avenue (the “**Property**”), within the S.T.A.R.S. Redevelopment Plan area to develop one (1) residential unit on the two combined lots or two (2) single family homes for veteran or local families (the “**Project**”); and

WHEREAS, the City has determined that the Project achieves the objectives of the Redevelopment Plan, and desires to convey the City Property to the Redeveloper in order to advance the Redevelopment Plan and believes it is in the best interests of the City to enter into a Redevelopment and Acquisition Agreement (“**Redevelopment Agreement**”) with the Redeveloper in order to advance the Project; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9, the City Redeveloper wish to enter into the Redevelopment Agreement, which shall define and memorialize the respective obligations of the parties hereto with regard to proceeding with the redevelopment of the Property and the acquisition of the City Property pursuant to the requirements of the Redevelopment Plan.

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

Section 1. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. The City hereby designates Veterans Relocation Project, LLC as the designated redeveloper of 41 and 45 Borden Avenue within the S.T.A.R.S. Redevelopment Area.

Section 3. The City hereby approves its entry into the Redevelopment and Acquisition Agreement with the Redeveloper, the form of which is attached hereto and made part hereof as **Exhibit A**.

Section 4. The Mayor and City Administrator are each hereby authorized and directed to take all actions necessary to effectuate this Resolution, in consultation with counsel, including the execution of the approved Redevelopment Agreement and any other associated documents necessary to effectuate the purposes of this Resolution.

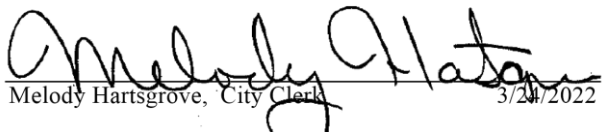
Section 5. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 6. A copy of this Resolution shall be available for public inspection at the offices of the City.

Section 7. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-169 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK

REDEVELOPMENT AND ACQUISITION AGREEMENT

This Redevelopment and Acquisition Agreement (the “Agreement”) made this day of March, 2022 between:

VETERANS RELOCATION PROJECT LLC, a New Jersey limited liability company, located at 1161 Broad Street Suite 212, Shrewsbury, NJ 07702 (hereinafter referred to as the “Redeveloper”).

-and-

CITY OF ASBURY PARK, a public body corporate and politic of the State of New Jersey, with offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the “City”)

Preamble

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

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

WHEREAS, the City owns Block 903, Lot 9 in the City of Asbury Park, commonly, known as 45 Borden Avenue (the “City Property”) and Redeveloper owns 41 Borden Avenue (which is immediately adjacent to 45 Borden Avenue) all in the Redevelopment Area and, Redeveloper plans to develop 41 and 45 Borden Avenue (collectively the “Property” or the “Project Area”) with one (1) residential unit on the two combined lots or two (2) single family homes for veteran or local families (the “Project Improvements”) in accordance with the terms of this Agreement (the “Project”); and

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

WHEREAS, the City desires to see completion of the Project in accordance with the terms of this Agreement so the residents, businesses or property owners in Redevelopment Area may benefit because of the substantial reinvestment in the neighborhood; and

WHEREAS, after consideration of the scale and intensity of the development, City has determined that the proposal which has been submitted by the Redeveloper best serves the overall

interests of the City in terms of financial, social and land use benefits to be derived by the City within an acceptable time frame for development and completion of the Project;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the Redeveloper and City agree as follows:

1. **Property.** The Property to be redeveloped consists of the Project Area within the Redevelopment Area.

2. **Purchase Prices: Payments.**

(a) **Purchase Price.** City agrees to sell and the Redeveloper agrees to purchase the City Property described above for the price of Thirty-One Thousand Dollars (\$31,000), subject to the following conditions set forth in this Section 2.

(b) **Payments.** The Redeveloper-hereby-agrees-to-make-the-following payments in strict compliance of the time periods set forth below:

- (i) **Deposit.** Upon execution of this Agreement, the amount of Five Thousand Dollars (\$5,000) by check to City, which shall be non-refundable. In the event the closing occurs, the Deposit shall be credited towards the final purchase price.
- (ii) **Closing.** As set forth in Section 15(b)(iii) in this Agreement, the Redeveloper shall pay the balance of the final purchase price by wire transfer, certified, bank or attorney trust check at the Redeveloper's election to City.

3. **Transfer of Ownership.** At the closing, and provide the Redeveloper is not otherwise in default under this Agreement, City will transfer ownership of the Property to the Redeveloper, subject to the requirements of this Agreement and the Redevelopment Law. City will give the Redeveloper a properly executed Bargain and Sale deed with covenants against Grantor's Acts, with such restrictions as required under this Agreement and the Redevelopment Law, an affidavit of title and such other certifications and affidavits as may be requested by the Redeveloper's title insurance company or necessary to record the deed.

At closing, title to the Property shall be good, marketable, and insurable at regular rates by a title insurance company, licensed to do business in New Jersey without exception or reservation affecting its ability to serve as security or marketability as the proposed project subject to exceptions to title elsewhere in this Agreement and under the Redevelopment Law set forth and subject to standard ALTA title insurance exceptions or exclusions. City shall deliver possession of the Property to the Redeveloper at closing, free and clear of all leases, tenants, and other occupants.

In the event that at any time during the term of this Agreement (a) an application moratorium is in effect that affects any application of Redeveloper with respect to the Project, or (b) a building, sewer, or water moratorium (or lack of capacity) is in effect, the time for closing

shall be extended for all periods that such lawsuit or suits and/or moratoria (or lack of capacity) are pending, including the expiration of any period for appeal.

If subsequent to Closing and prior to the issuance of a Certificate of Completion: (1) the Redeveloper ceases to pursue development of the Project (other than due to an event of Force Majeure) ("Redeveloper Abandonment") and such Redeveloper Abandonment continues for a period of one-hundred eighty (180) days; or (2) after having been given notice of Redeveloper Abandonment under this Section 3, and such Redeveloper Abandonment having been cured pursuant to the terms hereof, a subsequent Redeveloper Abandonment occurs and continues for a period of ninety (90) days or more, the City shall give notice to Redeveloper and Redeveloper's lender, if any, that the Redeveloper or the Project Lender shall have ninety (90) days in which to reasonably cure such Redeveloper Abandonment. If the Redeveloper or the Project Lender fail to reasonably cure such Redeveloper Abandonment, the City shall have the right, but not the obligation, which right shall be in addition to all other rights and remedies which the City may have under this Agreement or under any other instrument or under law or in equity, to re-enter and take possession of the City Property or any portion thereof and to terminate and re-vest, unto City, its successor and assigns, the City Property, the Project or any portion thereof or interest in the City Property. In the event that following a Redeveloper Abandonment by the Redeveloper, the City shall elect not to terminate this Agreement and re-vest the City Property in the City, its successors and assigns all of the City Property, the terms and conditions of this Agreement or any other agreement or document attendant to the development of the Project shall remain in full force and effect with respect to that portion of the City Property which the City elects not to terminate and re-vest as aforesaid, and the City shall continue to have all other rights and remedies under this Agreement or under any other instrument or under law or in equity. The rights of the contain in this paragraph shall be included in the deed contemplated under this Section 3.

4. Redeveloper Closing Deliveries. At the closing the Redeveloper shall deliver the following items, validly executed and attested, acknowledged and/or notarized, as appropriate:

(a) Evidence (in form and content reasonably satisfactory to City and the Title Insurer) of the corporate existence and good standing of the Redeveloper, of the authority of the Redeveloper to enter into and effectuate the transactions set forth in this Agreement, general development plan and of the due authorization of the persons acting on behalf of the Redeveloper.

(b) Evidence (in form and content satisfactory to City) that all insurance required to be provided by the Redeveloper has been provided and remains in full force and effect.

(c) An opinion of counsel to the Redeveloper (in form and content reasonably acceptable to City and the Title Insurer) rendered by counsel or special counsel to the Redeveloper that all instruments, documents and other writings, executed by the Redeveloper in connection with the closing for the Property being conveyed are valid, binding and enforceable as to and against the Redeveloper in accordance with their terms (subject to Creditors' Rights Limitations).

(d) Any other documents and instruments that are reasonably required by City to consummate the transactions contemplated by this Agreement.

5. **Physical Condition of the Property.** The City Property is being sold “as is”. The City does make any claims or promises about the condition or value of the City Property included in this Redevelopment Agreement.

6. **Redeveloper Covenants and Restrictions.** The Redeveloper covenants and agrees that (collectively, “Redeveloper Covenants”):

(a) The Redeveloper shall carry out the Project in accordance with the provisions of this Redevelopment Agreement and all means all laws, statutes, codes, ordinances, orders, regulations and requirements of any Federal, State, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the City and the State (“Governmental Body”), now or hereafter in effect, and, in each case, as amended from time to time (the “Legal Requirements”), including, but not limited to the Redevelopment Law, all Governmental Approvals and Environmental Laws, and subject to the Redevelopment Plan.

(b) The Redeveloper shall undertake with due diligence (1) the financing of the Project, (2) construction and development of the Project, (3) commencement and completion of each item in accordance with the Project Schedule, as the same may be delayed and/or extended by Force Majeure. All construction activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the same type and nature as the Project.

(c) In the event the Redeveloper wishes to materially change or modify the Project or the Project Schedule in a manner that otherwise requires any significant new permits or approvals or any amendment or modification of any existing permits or approval, the Redeveloper will submit appropriate applications and/or supporting plans or other required documentation to the City for the City’s written approval, which approval must be secured prior to development of the altered Project Improvements and which approval shall not be unreasonably withheld, delayed or conditioned.

(d) The Redeveloper shall use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project, including evidence satisfactory to the City that its use of the Project is in compliance with all Legal Requirements and Environmental Laws.

(e) Upon completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(f) Subject to Force Majeure, the Redeveloper shall not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein).

(g) The Redeveloper shall immediately notify the City of any material adverse change in its financial condition.

(h) The Redeveloper shall make all payments in satisfaction of the Redeveloper's financial obligations as set forth in this Redevelopment Agreement.

(i) The Redeveloper shall not use the Property, Project, or any part thereof for which a Certificate of Completion has been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

(j) The Redeveloper shall complete the Project or cause the Project to be completed at its sole cost and expense using any public and/or private resources that may be available; provided, however, that City shall in no way be obligated to provide such resources except as specifically provided for herein.

(k) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Redeveloper itself, or any Affiliate claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Property.

(l) The Redeveloper shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Property (or any part thereof) on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, marital status, affectional preference or sex of any person.

(m) The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Property and not for speculation in land holding.

(n) The Redeveloper agrees that all residential units to be constructed shall be solely for the purpose of being sold to disabled veterans or to individuals of low/moderate income, subject to the terms of this Agreement.

Disabled veteran means an individual who has served on active duty in the armed forces, (except as provided under section 2108a) has been separated therefrom under honorable conditions, and has established the present existence of a service-connected disability or is receiving compensation, disability retirement benefits, or pension because of a public statute administered by the Department of Veterans Affairs or a military department;

Low/Moderate: Moderate income is between 80 and 50 percent of the median income of Monmouth County. Low income is 50 percent or less of median income or Monmouth County.

Declaration of Covenants and Restrictions. The Redeveloper and City shall prepare and with City's approval (not to be unreasonably withheld, delayed or conditioned) execute and record one or more Declarations of Covenants and Restrictions ("Declaration"), imposing on the Project the restrictions set forth in this Section 6.

7. **Effect and Duration of Redeveloper Covenants.** It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 6 shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. The Declaration shall, by its terms and without the need for recordation of any release or other instrument, expire and be of no further force or effect upon the termination of this Redevelopment Agreement. Notwithstanding the foregoing, the Redeveloper (or any successor in title to the Redeveloper) will be entitled to record the Certificate of Completion to evidence that the Redevelopment Agreement has expired or has otherwise been terminated.

The Redeveloper Covenants set forth in Section 6 shall be binding on the Redeveloper itself, and on each successor in interest to the Redeveloper. Likewise, the Redeveloper Covenants set forth in Section 6 (k) and (l) shall be binding on each party in possession or occupancy, respectively, of all or any of the Project and shall survive the issuance of a Certificate of Completion. The Redeveloper Covenant set forth in Section 6 (n), may be waived for any unit by written consent of the City, in its sole discretion, upon written request from the Redeveloper setting forth that despite good faith efforts for six months after completion of construction of a unit the Redeveloper was unable to sell a unit to a disabled veterans or to individuals of low/moderate income. The applicable Redeveloper Covenants shall only be applicable to the specified Persons for such period of time as that Person holds possession or is in occupancy of the Property and/or Project Improvements and only until the issuance of a Certificate of Completion is issued.

In amplification, and not in restriction, of the provisions of Section 6 and 8 of this Agreement, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Agreement, both for and in their own right and in the public interest for which purpose such agreements and covenants have been provided. Such agreements and covenants shall (and the Declaration shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein. The City, acting as the Redevelopment Entity, shall have the sole right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled. Upon completion of the Project and compliance

with the Redeveloper Covenants, the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9(a) shall be deemed to have been satisfied with respect to the Project, as evidenced by the issuance of a Certificate of Completion. Nothing contained in the Certificate of Completion shall modify in any way any other covenants, provisions or continuing obligations of the Redeveloper under this Agreement or any other provisions of those documents which are incorporated in this Agreement, which such covenants, provisions and obligations shall remain in full force and effect and the Project shall continue until such time as all such obligations of the Redeveloper shall be satisfied and all such agreements are terminated.

8. **City Representations.** City represents to the best of its knowledge and belief to Redeveloper as of the date hereof and as of the closing date for the City Property, knowing and intending that Redeveloper is relying thereon in executing this Agreement, as follows:

(1) City is the owner of the City Property and has the necessary authority and power to consummate the transactions contemplated by this Agreement;

(2) No litigation, proceeding, or contingency is pending or threatened which might affect City's right or power to transfer the Property to the Redeveloper, and there is no basis known to City for any such litigation, proceeding, controversy, or claim;

(3) City has no actual knowledge of any violation of law or agreement respecting the City Property;

(4) There are no existing or pending contracts of sale, options to purchase or rights of first refusal with respect to the City Property or any part thereof. There are no leases or other rights of occupancy granted with respect to the City Property.

(5) City has received no notice and has no knowledge of any pending improvements, liens or special assessments to be made against the City Property by any governmental authority;

(6) All of the persons executing the Agreement as City represent all of persons who will have any interest in the City Property on the closing date and whose signatures will be required to be affixed to the deed of conveyance hereunder in order to close title as contemplated by this Agreement;

(7) The City Property is not presently assessed for municipal tax purposes under the Farmland Assessment Act of 1964 (N.J.S.A. § 54:4-23.1 et. seq.);

(8) **Enforcement Actions.** There have been no Enforcement Actions relating to any environmental law regarding the City Property. "Enforcement Action" means one or any number of demands, whether written or oral, by any

Governmental Body requiring action on part of City or any prior owner of the Property or any current or prior tenant operating on the Property regardless of whether a fine, penalty or fee for an alleged violation of any applicable rule, regulation, ordinance, resolution, covenant, easement, license, prohibition or statute issued by or in favor of any Governmental Body.

(9) Environmental Condition, City makes no representation regarding the environmental condition of the City Property. Redeveloper will use due diligence to determine said conditions.

(10) Assistance and Cooperation, upon request of the Redeveloper, City shall reasonably cooperate with the Redeveloper for the purpose of securing the permits, approvals, certificates, licenses or other authorization required to be obtained from any Governmental Authority for the Project (the “Governmental Approvals”).

All of the foregoing representations and warranties of City as contained in this Agreement shall be true at the time of closing as though said representations and warranties were made at such time.

9. **Redeveloper’s Representations.** Redeveloper represents to the best of its knowledge and belief to City as of the date hereof and as of the closing date for the City Property, knowing and intending that City is relying thereon in executing this Agreement, as follows:

- A. Redeveloper is a duly organized and validly existing limited liability company in good standing under the laws of the New Jersey. The execution and delivery of this Agreement and the performance by Redeveloper of its obligations hereunder will not violate or constitute an event of default under the terms of provisions of any agreement, documents or other instrument to which Redeveloper is a party or by which it is bound;
- B. The execution, delivery and performance of this Agreement by Redeveloper and consummation of the transactions contemplated herein will not violate any provision of law, statute, rule or regulation to which Redeveloper is subject or violate any judgment, order, writ, injunction or decree of any court applicable to Redeveloper, and
- C. The Redeveloper has, together with any financing the Redeveloper may qualify to obtain, the funds available to complete the transaction contemplated by the Agreement.
- D. The execution and delivery of this Agreement and the performance of Redeveloper of its obligations hereunder are fully authorized.
- E. Redeveloper is not a “foreign person” under the Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”).

- F. No representation or warranty made by the Redeveloper in this Agreement contains or shall contain any untrue statement or fact or shall it omit any fact which would make the representation and warranty misleading.

10. **Redeveloper's Intended Use.** The Redeveloper will own the Property and construct the required infrastructure thereon and thereafter construct one (1) residential unit on the two combined lots or two (2) single family homes for veteran or local families in accordance with this Agreement (hereinafter referred to as the "Project").

11. **Funding and Application of Escrow Account.** The Redeveloper (and not City) is and shall be (by virtue of the deposits made into the Escrow Account) responsible for payment of all costs incurred by City (whether prior to or after the date of this Agreement) and its consultants (provided such costs are not incurred in duplication with any other agency or board of the City) in connection with the (a) preparation and negotiation of this Redevelopment Agreement, (b) review of the information submitted by the Redeveloper during the due diligence period that are necessary to effectuate the transactions contemplated by Agreement, (c) City's due diligence activities relating to the Redevelopment Project and the transactions described in this Agreement and (d) without limitation, all costs associated with monitoring and review of all submissions by Redeveloper for Governmental Approvals, applications and permits and (e) all other costs of the Borough and City and consultants of the Borough and City, professional or otherwise, incurred as a result of the Project.

The Escrow Account shall be maintained in a separate account by the City and drawn down by the City to cover the costs incurred by the City for the purposes described above. Funds held in the Escrow Account shall be maintained by the City in accordance with the Municipal Land Use Law.

From and after the date of this Agreement, the City shall provide the Redeveloper with monthly statements setting forth the costs incurred by the City during the prior month (and on a cumulative basis) which were paid from the moneys then on deposit in the Escrow Account. The monthly statements to be provided by the City with respect to expenditures incurred and paid prior to the Effective date of this Agreement shall be provided pursuant to the terms of this Redevelopment Agreement. The monthly statement(s) shall also set forth the ending balance of the Escrow Account as of the date of such monthly invoice

The Redeveloper shall upon execution of this agreement deposit Five Thousand Dollars (\$5,000) in the Escrow Account. Within thirty (30) days following receipt by the Redeveloper of written notice from the City that the amount then on deposit in the Escrow Account has decreased to Two Thousand Five Hundred Dollars (\$2,500.00), the Redeveloper shall replenish the amount on deposit in the Escrow Account so that a balance of Five Thousand Dollars (\$5,000.00) is then on deposit.

12. **Redevelopment Rights.** The Redeveloper is hereby designated as the Redeveloper of the Property. The Redeveloper shall have the exclusive right to develop the Project, in accordance with plans and specifications reviewed and approved by the City, unless otherwise set forth herein.

13. **Responsibilities of the Redeveloper.**

- A. Merger of Lots. Prior to seeking any approvals for the Project, Redeveloper must merge 41 and 45 Borden Avenues, for the Property for the Project to become one tax lot in the City.
- B. Approvals. The Redeveloper will secure all necessary approvals for the development of the premises, and if necessary the Planning Board or Zoning Board of Adjustments to construct the Project. Redeveloper shall also secure all other necessary Governmental Approvals, from all applicable Governmental Bodies. The Redeveloper shall diligently pursue any and all Governmental Approvals necessary to the development of the Project contemplated herein. If Redeveloper fails to diligently pursue the Governmental Approvals in accordance with the terms of this Agreement, within 30 days of receipt of notice from City that City had determined Redeveloper is failing to act diligently, City, as its option, may declare this agreement null and void, and pursue all legal and equitable remedies. For purposes of this subparagraph, the term “fails to diligently pursue all Governmental Approvals” shall mean that Redeveloper has failed for a period of three consecutive months to take any meaningful action toward obtaining any of the Governmental Approvals necessary for the construction of the project contemplated by the agreement.
- C. Construction Obligation. The Redeveloper hereby agrees to diligently pursue the completion of the development of the Property in accordance with the development approvals obtained from the City. The Redeveloper shall complete construction or all improvements within two years of the date hereof and will obtain the certificate of occupancy within that time period.
- D. Obligation to Construct Project in Accordance with Plans and Specifications and Project Schedule

(1) Obligations with Respect to initial Submissions. The Redeveloper shall design the project in accordance with architectural plans in conformity with the requirements of the Redevelopment Plan, to be submitted to the City for review and approval within sixty (60) days of the execution of this Agreement. In the event the Redeveloper desires to modify said architectural plans, the Redeveloper shall be required to obtain City’s approval.

(2) The Project shall be constructed in accordance with all applicable federal and state laws and regulations, including but not limited to those requirements imposed by the Municipal Land Use Law.

(3) The initial Project Schedule is attached hereto as Exhibit A (“Project Schedule”). The Project Schedule shall include the date by which all Governmental Approvals are to be obtained (including Preliminary Development approvals and Final Development Approvals), the Closing Date, the anticipated date on which construction is to be commenced and completed. Beginning no less than 60 days

after the execution of this Agreement and every 30 days thereafter, the Redeveloper shall provide to the City reports written progress report (the "Progress Report") that shall include a description of activities completed, the activities to be undertaken prior to the next monthly progress report, the status of all development approvals, MLUL submittals, the status of any Project financing, an explanation of each activity, if any, that is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and scheduled Completion Dates in the Project Schedule and an explanation of corrective action taken or proposed. If such Progress Reports should require an update to the Project Schedule, such update shall be provided to the City for approval, which approval shall be made in the City's sole discretion. The obligation to submit Progress Reports and to update the Project Schedule, shall terminate upon the issuance of a Certificate of Occupancy for the buildings on the Property.

- E. The Project be deemed to be complete and a Certificate of Completion for the Project shall be issued by the City at such time as (i) the Redeveloper has constructed the Project in accordance with the terms of this Redevelopment Agreement, substantially in accordance with the Plans and Specifications; (ii) a use and occupancy permit has been issued for the Project; and (iii) the requirements under Section 6(n) of this Agreement have been complied with. Upon Notice (as required to be delivered under this Agreement) from the Redeveloper following completion of the Project, the City agrees to issue a Certificate of Completion in form and content satisfactory to counsel for the Redeveloper and in proper form for recording which shall acknowledge that the Redeveloper has constructed the Project in accordance with this Redevelopment Agreement, the Redevelopment Plan and all other agreements referred to herein and/or annexed. Such Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the Redeveloper's obligations pursuant to this Redevelopment Agreement to construct the Project Improvements. The Certificate of Completion shall also constitute a conclusive determination that the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9(a) shall be deemed to have been satisfied with respect to the Project (or any Phase thereof) and shall be in recordable form removing from record the Declaration of Covenants and Restrictions against the Property or such portion thereof. Nothing contained in the Certificate of Completion shall modify in any way any other covenants, provisions or continuing obligations of the Redeveloper under this Redevelopment Agreement for any outstanding Phase or any other provisions of those documents which are incorporated in this Redevelopment Agreement, which such covenants, provisions and obligations shall remain in full force and effect and the Project shall continue until such time as all such obligations of the Redeveloper for such Phases shall be satisfied.

Within thirty (30) day of the written request for a Certificate of Completion by the Redeveloper the City shall either (i) issue such Certificate of Completion or (ii) the City shall provide the Redeveloper with a Notice issued by the City Engineer, setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project (or any Phase thereof) in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this Redevelopment Agreement or any other applicable agreement and what measures or acts will be necessary in the opinion of the City in order for the Redeveloper to be entitled to such Certificate of Completion.

- F. Construction and Permanent Financing. The Redeveloper shall arrange for all construction and permanent financing for the Project upon such terms and conditions as the Redeveloper shall determine in the Redeveloper's sole and absolute discretion, unless otherwise provided by this Agreement. Redeveloper shall take no action in conjunction with the construction and financing of the project that would preclude, obstruct or otherwise compromise the ability of the City to ensure that the property is developed consistent with the plans and specifications referenced above, or as may be amended by City from time to time.
- G. Mortgage of Premises. The Redeveloper shall have the right to mortgage the subject premises for the purpose of financing the Project, provided that the mortgage shall be subject to the terms of this Agreement.

(1) Whenever City shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper with respect to obligations imposed under this Agreement or otherwise, City shall, at the same time, forward a copy of such notice or demand to each holder of any mortgage of record.

(2) The holder of any mortgage shall inure to all rights of the Redeveloper under this Agreement in the event of a default by the Redeveloper and shall have the right, at its option, to cure or remedy a breach or default by the Redeveloper under this Agreement.

14. **Project Review.**

(a) Prior to obtaining any building permits for the Project, the Redeveloper shall make a presentation to City of the Project and shall provide adequate time thereafter for City to review and provide comments thereto. The Redeveloper shall not proceed to pull building permits without obtaining the approval of City. All submissions shall be on paper and digital format. The Redeveloper shall be required to provide City with a copy of all architectural plans and such other documentation as is reasonably required by the City in order to confirm conformity with the Redevelopment Plan and this Agreement..

(b) The review by City of the any Project Documentation (as provided by this Section 15) shall not constitute a representation, warranty or guaranty by City as to the substance or quality of the documents, work or other matter reviewed, approved or accepted. At all times, however, the Redeveloper shall use its judgment as to the accuracy and quality of all such documents, work and other matters.

(c) To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), City shall provide its support and assistance to the Redeveloper in facilitating the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate City board, body or department, as applicable.

15. Construction of Project in Compliance with Redevelopment Plan and Final Site Plan; Permits.

(a) Redeveloper shall construct only the uses established in the current Redevelopment Plan in accordance with this Agreement which shall run with the land. The Project shall be designed and constructed by the Redeveloper in accordance with the Redevelopment Plan, the provisions of this Redevelopment Agreement. Redeveloper shall begin the building of the improvements for those uses within a period of time which the municipality or redevelopment entity fixes as reasonable.

(b) Development approvals. Within sixty (60) days of the execution of this Agreement but no less than one hundred eighty (180) days prior to the date that the Redeveloper reasonably expects to commence physical construction of the Project, or any phase thereof (as set forth in the notice provided to City pursuant to paragraph (a) above), the Redeveloper shall provide City with written notice setting forth, at a minimum, (i) a list of Governmental Approvals required for construction of the Project, or portion thereof being constructed (collectively, the "Project Development Approvals"), (ii) the current status of the submittal, review and/or issuance of the Project Development Approvals, and (iii) an estimate of the date on which each such Project Development Approval is expected to be received (which date shall be prior to the date that the Redeveloper determines that physical construction will commence). The Redeveloper shall also provide such supporting documentation as the Redeveloper reasonably believes will be necessary or beneficial to City to enable City to review such notice.

- (i) Preliminary Development approvals; Time Period. The Redeveloper shall diligently pursue, make complete application, and obtain preliminary development approvals for the Project by September 30, 2022. If the Redeveloper fails to diligently pursue, make complete application, and/or obtain said approvals by said date. City may cancel this Redevelopment Agreement and retain the first, second, third and fourth deposits which may be immediately accessed and used by City for any purposes.

- (ii) Final Development Approvals; Time Period. The Redeveloper shall diligently pursue, make complete application, and obtain final development approvals for the Project by September 30, 2022. If the Redeveloper fails to diligently pursue, make complete application, and/or obtain said approvals by said date. City may cancel this Redevelopment Agreement and retain the first, second, third and fourth deposits which may be immediately accessed and used by City for any purposes
- (iii) Closing Date. The closing shall take thirty (30) days after the issuance of Final Development Approvals by all governmental departments, agencies or boards having jurisdiction over the Property or the Project, excluding building permits, but in no event later than August 31, 2022.

16. **General Development Requirements.** The Redeveloper shall, at its sole cost and expense, undertake the services and responsibilities required to be undertaken or performed with respect to the Project. Such services and responsibilities include, without limitation, all aspects of the design, development, construction and operation of the Project and each of the Projects, including without limitation (a) all design, engineering, permitting and administrative aspects, (b) the performance of or contracting for and administration and supervision of all physical work required in connection with the Project and each Project, (c) arrangement for interim and final inspections and any other actions required to satisfy the requirements of any applicable Development Approvals (all of the foregoing undertakings and the work product thereof being referred to collectively herein as “Work”), (d) the administration, operation and management, or contracting for the administration, operation and management of the Project and all Projects, and (e) all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing.

17. **Notice of Commencement of Construction of Project.**

(a) At least twenty-one (21) days prior to the commencement of construction of the Project, the Redeveloper shall provide written notice to City of its intent to commence construction (the “Construction Notice Period”). The Redeveloper may mobilize, but not start, construction activities, on or prior to the last day of the Construction Notice Period. City shall review the plans and specifications, and such other documents as City may reasonably request to confirm compliance with Agreement, the River Road Redevelopment Plan, the approved general development plan, the approved Final Site Plan and the Development Approvals to assure that construction of the Project is consistent with Agreement, the River Road Redevelopment Plan, the approved general development plan, the approved Final Site Plan and the development approvals, respectively.

(b) Unless City provides written notice to the Redeveloper prior to the last day of the Construction Notice Period that an inconsistency exists and City has determined that construction cannot commence, the Redeveloper may commence construction at the end of the Construction Notice Period.

18. **Standards of Construction.** Without limitation, all work on the Project shall be performed in a good and workmanlike manner, with the best quality materials called for under the applicable development approvals, including without limitation, all applicable codes and regulations. All construction shall be in accordance with the International Building Code, codified at N.J.A.C. 5:23-1 et seq. Class 1A or Class 1B, as appropriate, based on height and area.

19. **Payment of Project Costs.** The Redeveloper shall pay (or cause to be paid) when due all costs and expenses, including, without limitation, all contractors' requisitions and the cost of materials and equipment incurred in connection with the Work to be performed in connection with the Project and the Redeveloper shall pay (or cause to be paid) all fees and expenses of any consultants and professionals and like providers acting for (or on behalf of) the Redeveloper.

20. **Project Professionals.** The Redeveloper shall select and negotiate contracts with, and shall supervise and coordinate the services of, all architects, engineers, land planners and other experts and consultants (collectively, the "Project Professionals") necessary to provide architectural, engineering, land planning and other services for the development and construction of the Project and the Project Site Infrastructure, including the preparation by such Project Professionals of detailed plans, specifications and drawings for the Project and the Project Site Infrastructure (such plans, specifications and drawings, being herein collectively referred to as the "Plans and Specifications"). All such contracts shall be in the name of the Redeveloper. As of the date hereof, the Redeveloper has engaged the individuals and professional service firms set forth on Exhibit B hereto to serve as the Project Professionals for the Project. The Project Professionals are the same professionals that the Redeveloper represented would work on the Project in response to the RFP. Any change of Project Professionals listed in Exhibit B will require the approval of City.

21. **Designated Representatives: Communication.** Each of Redeveloper and City hereby designate the respective Designated Representatives set forth in Exhibit C. Each of the Designated Representatives shall be the agent of Redeveloper and City, respectively, until completion of the Project and shall be authorized to act on behalf of each Party, except to the extent that such authorization is limited by the Redeveloper or City, as the case may be, in writing, provided to the other Party. In order to maintain clear channels of reporting authority and avoid inconsistent directions and miscommunication, all communication by the (a) Agency's Designated Representative with any of the Redeveloper's Project Professionals or contractors shall be processed through the Redeveloper's Designated Representative, and (b) Redeveloper's Designated Representative with any of City's staff, consultants and/or professionals shall be processed through City's Designated Representative. Each of the Redeveloper and City may change the Designated Representative from time to time, upon written notice to the other Party.

22. **Project Oversight Prior to Completion.** Prior to Completion of the Project, the Redeveloper and City shall cooperate to exchange information relevant to the development of the Project, subject to compliance with third party confidentiality agreements, and the restrictions placed on the disclosure of material non-public information by Applicable Law and/or the terms of any corporate or similar agreements, by-laws, formation documents, operating agreements, etc.

23. **Access to Project Site.** Subject to City's provision of adequate liability insurance, City and its authorized representatives shall have reasonable rights of access to enter the Project

Site with a representative of the Redeveloper to inspect the Project Site and any and all work in progress for the purpose of furthering its interest under Agreement. Such inspection shall be for informational purposes only and shall not relieve the Redeveloper from its obligation to implement the Project in accordance with this Redevelopment Agreement. In no event shall City's inspection of the Project Site or the Project be deemed to constitute acceptance of the work by City or be deemed to waive any right City has under this Redevelopment Agreement.

24. **Assignment of Rights/Prohibition Against Transfers.** Redeveloper recognizes the importance of the Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the City in entering into this Agreement, particularly in view of the public aids that have been or will be made available for the purpose of making such redevelopment possible. Accordingly, except as set forth below in Section 24(A) and 24(B) and in accordance with Sections 24(A) and 24(B), the sale, assignment or transfer of all or a portion of the Project to a third party entity unrelated to this Agreement is specifically prohibited, except as otherwise stated herein.

A. Redeveloper covenants and agrees that:

- (i) Except for Permitted Transactions, as defined below, the Redeveloper shall not, without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed: (1) effect or permit any change, directly or indirectly, in the majority ownership or control of the Redeveloper (except in the case of death of an individual(s) having such ownership or control), or (2) assign or attempt to assign this Agreement or any rights herein or in the Property, or (3) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Property, the Project, or its interest (collectively a "Transfer").
- (ii) The following transactions are exceptions to the prohibition set forth in the previous subparagraph and shall not require prior approval by the City ("Permitted Transactions"), the written consent of the City to such transfers being deemed given hereby provided Notice of Same is given to the City: (1) a Mortgage or Mortgages existing prior to the effective date of this Redevelopment Agreement; (2) a Mortgage or Mortgages for the purposes of financing or refinancing the Project Costs associated with, or incurred in connection with, the acquisition of the Property or the development and construction of the Project, provided that the occurrence of an Event of Default as to the Redeveloper hereunder constitutes an event of default by the Redeveloper under the loan documents documenting such financing; (3) a transfer or lease (whether by sale, grant or foreclosure) to any entity under common control of the Redeveloper or to a Holder or to any third party who may acquire the Property from a Holder or at a foreclosure sale; (4) any lease, sub-lease, option agreement or contract of sale for all or any portion of the Project with occupancy or closing to occur following issuance of a Certificate of Completion for the relevant portion of the Project Improvements, and including a sale or transfer of a Phase of the Project prior to the Certificate of Completion; (5) utility and other development

easements; (6) transfers to an affiliate (including an urban renewal entity) under Control of the Redeveloper; and (7) sale to an End User as defined herein which a Certificate of Occupancy has been issued.

- B. Any transfer of the Redeveloper's interest in violation of this Redevelopment Agreement, without prior consent by City, shall be an Event of Default of the Redeveloper and shall be null and void ab initio. Such Event of Default shall entitle City to seek all remedies available under the terms hereof, and those available pursuant to law or in equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by City, no such sale, transfer, conveyance or assignment of the Property or the Project, shall be deemed to relieve the Redeveloper from any obligations under this Agreement. The Declaration shall contain a restriction against transfers as set forth in this Section 27 and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article, the City shall be entitled to seek an injunction restraining such transfer, and the award of legal fees and related expenses of the City in connection with any such legal action. Upon the recording of the Certificate of Completion in the Office of the Monmouth County Clerk, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens.

25. **Events of Default.** The Redeveloper shall be deemed in default of its obligations under this Agreement upon the occurrence of one or more of the following events:

- A. Failure of the Redeveloper to observe and perform any covenant, condition or agreement in this Agreement and continuance of such failure for a period of sixty (60) days, after receipt by the defaulting party of written Notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the sixty (60) days after such written Notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written Notice.
- B. The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (2) a custodian shall have been legally appointed with or without consent of the Redeveloper; (3) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in Bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (4) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (5) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (6) a petition in

Bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of one hundred twenty (120) consecutive days; (7) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the United State Bankruptcy Code; (8) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of one hundred twenty (120) consecutive days; or (9) the Redeveloper shall have suspended the transaction of its usual business.

- C. The Redeveloper shall default in or violate its obligations with respect to the design development and construction of the Project in accordance with this Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals or Legal Requirements, including but not limited to failure to comply with the Completion Date (subject to Tolling Events and/or Force Majeure), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within sixty (60) days after written demand by the City to do so.
- D. (1) The passage of ninety (90) days following the filing of a complaint in foreclosure if such complaint has not been stayed or discharged or (2) the issuance of a deed in lieu of foreclosure for any financing in connection with the Project.
- E. The Redeveloper implements a Transfer in violation of this Agreement..
- F. The Redeveloper discriminates against any employee or applicant for employment because of race, creed, color, or national origin or fails to include in all solicitations or advertisements for employees in connection with the Project, provisions which state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, or national origin, sex or marital status.

26. **Force Majeure.** Performance hereunder shall not be deemed to be in default where delays or failure to perform are the result of the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the parties to this Agreement; provided, however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement (“Force Majeure”):

- (a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of a public enemy, war, terrorism, blockade, insurrection, contagion, virus, pandemic, riot or civil disturbance, sabotage or similar occurrence, detrimental economic or financial conditions, but not including reasonably anticipated weather conditions for the geographic

area of the Project, other than those set forth above (such events being required to physically affect a party's ability to fulfill its obligations hereunder); the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure event;

(b) A landslide, fire, explosion, flood or release of nuclear radiation not created by an act or omission of either party hereto;

(c) The order, judgment, action or inaction and/or determination of any Governmental Body (other than City when acting in conformance with this Redevelopment Agreement) with jurisdiction within the City, excepting decisions interpreting Federal, State and local tax laws generally applicable to all business taxpayers, adversely affecting the construction of the Project; provided, however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party to this Redevelopment Agreement relying thereon and that neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party;

(d) The suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any other Governmental Approval, provided, however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, or bad faith of the party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party;

(e) Strikes or similar labor action by equipment manufacturers, suppliers of material and/or transporters of same;

(f) Acts or omissions of the other party, except in conformance with this Redevelopment Agreement, or, as to Redeveloper, acts or omissions of the City;

(g) Notwithstanding anything else contained in this Section, the parties are entering into this Agreement in the midst of the world wide public health emergency known as the COVID-19 pandemic outbreak, and the governmental response thereto. Not all governmental restrictions and health related closures have been lifted as of the date of this Agreement. What cannot be predicted at this time is whether there will be existing, new or other restrictions or closures in existence moving forward. What cannot be predicted at this time also is whether there will be a reoccurrence of the outbreak, a new outbreak, or whether new, additional or other shelter-in-place, stay-at-home or other types of restrictions or orders will remain, be imposed or will come into existence during the term of the Agreement. A Party shall be excused from performing any of its duties, obligations or undertakings under this Agreement in the event such duty, obligation, undertaking or performance is prevented, delayed, retarded, hindered, limited, or made impractical by: i.) the COVID-19 outbreak, or ii.) by any governmental order or governmental action, iii.) by any declared state of emergency, declared public health emergency, or directive by a public

health official, or iv.) by any other governmental responses to the COVID-19 outbreak or any reoccurrence of the outbreak or any new outbreak; or v.) by the outbreak of any other pandemics, epidemics or contagions or the governmental response thereto.

The parties hereto acknowledge that the acts, events or conditions set forth in paragraphs (a) through (g) above are intended to be the only acts, events or conditions that may (upon satisfaction of the conditions specified above) constitute Force Majeure. Notice by the party claiming such extension shall be sent to the other party within thirty (30) calendar days of the becoming aware of the cause. During any Force Majeure that affects part of the Project, Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an act of Force Majeure shall not prevent a party from declaring the occurrence of an Event of Default by the party relying on such Force Majeure provided that the event that is the basis of the Event of Default is not a result of the Force Majeure.

27. Other Rights and Remedies: No Waiver by Delay. Each party shall each have the right to institute such actions and proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that, except as otherwise expressly provided, any delay by the parties in instituting or prosecuting any such actions or proceeding or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights of to deprive of or limit such rights in any way. If any defaults occur hereunder for which no specific remedy is set forth herein, the parties shall have rights and remedies as may be provided by law or equity.

28. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same defaults or breach or of any remedies for any other default or breach by the other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to this obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the party or condition to its own obligations beyond those expressly waived in writing and the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

29. Indemnification. Except as otherwise set forth in this Agreement, the Redeveloper shall indemnify, defend and hold City, its Commissioners, its agents, servants and employees harmless from and against any and all claims, liabilities, losses, damages, penalties and costs, including without limitation, counsel, engineering or other professional or expert fees which City, its Commissioners, its agents, servants or employees may incur or may have incurred, to the extent resulting from.

30. Notices. A notice, demand or other communication under this Agreement by any Party to the other shall be in writing and shall be hand delivered by messenger (with receipt acknowledged in writing) delivered by overnight delivery service (guaranteeing overnight delivery, with receipt acknowledged in writing) or delivered by electronic transmittal or by facsimile transmission (evidenced by printed confirmation of receipt specifying the receiving

telephone number) to the Parties at their respective addresses (or facsimile numbers, as the case may be) set forth below:

If to the Redeveloper: Veterans Relocation Project, LLC
1161 Broad Street, Suite 212
Shrewsbury, New Jersey 07702
Attention: James L. Marchese, MPA JD

with copies to:

If to City: City of Asbury Park
1 Municipal Plaza
Asbury Park, New Jersey 07712
Attention: Director of Planning and Redevelopment

with copies to: Archer Law
1025 Laurel Oak Road
Voorhees, New Jersey 08043
Attention: David A. Weinstein, Esquire

Either Party may from time to time upon not less than seven (7) days prior written notice given to the other pursuant to the terms of this Section change the address or facsimile number to which notices shall be sent or designate one or more additional or substitute persons to whom notices are to be sent.

31. **Negation Of Third Party Beneficiaries.** The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

32. **Amendment; Waiver.** No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto. The failure of the Redeveloper or City to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the Redeveloper or City of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Redeveloper or City.

33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principal of choice of laws, and any actions arising from this Agreement shall be commenced and prosecuted in a Court of the State of New Jersey.

34. **Severability.** If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either Party of the enjoyment of its substantial benefits under this Agreement.

35. **Binding Effect.** Except as may otherwise be provided herein to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit the Redeveloper, City and their respective permitted successors and assigns.

36. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Redeveloper and City, their relationship being solely as contracting parties under this Agreement.

37. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

38. **Litigation of Disputes; Pendency of Disputes.** Except as otherwise provided in this Agreement, any dispute arising between the Parties under the terms of this Agreement (including any assertion that an event of default has occurred) shall be resolved by suit in the courts of the State of New Jersey. Unless otherwise agreed to in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any such suit.

39. **Construction.** Each of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each Party and agree that no provision of this Agreement shall be construed in favor of or against either Party by virtue of the fact that such Party or its counsel has provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

40. **No Consideration for Agreement.** The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of City or Borough, any money or other consideration for or in connection with this Agreement.

41. **Entire Agreement.** The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, including but not limited to the Memorandum of Agreement attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

ATTEST:

**VETERANS RELOCATION PROJECT,
LLC**

By:_____

ATTEST:

CITY OF ASBURY PARK

By:_____

Exhibit A
Project Schedule

Exhibit B
Project Professionals

Exhibit C

Designated Representatives

Exhibit D
Memorandum of Agreement

223138886v9



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

2022-170

Resolution to authorize an application for the assignment of a 2022 Sustainable Jersey Energy Fellow to Asbury Park to assist with the development of a Local Government Energy Audit, community energy planning, Sustainable Jersey actions, and energy tracking.



RESOLUTION NO. 2022-170

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

RESOLUTION OF SUPPORT AUTHORIZING THE SUSTAINABLE JERSEY 2022 EDF CLIMATE CORPS PROGRAM APPLICATION

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

WHEREAS, the City of Asbury Park strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the City of Asbury Park is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2022 EDF Climate Corps Program; and

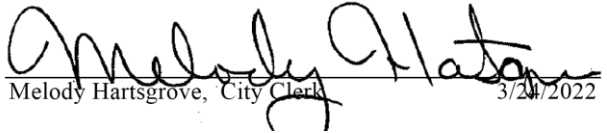
WHEREAS, the Mayor and Council of the City of Asbury Park has determined that the City should apply for the aforementioned 2022 EDF Climate Corps Program. The assistance will help the City determine energy efficient measures for municipal buildings and conduct community energy planning; and

THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park, State of New Jersey, authorize the submission of the aforementioned application to the 2022 EDF Climate Corps Program.

THEREFORE, BE IT FURTHER RESOLVED, that the City of Asbury Park will commit to providing staff support for the duration of the 2022 EDF Climate Corps Program, including access to data for energy projects such as utility billing data.

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. 2022-170 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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


Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2022-3**

AN ORDINANCE AMENDING AND SUPPLEMENTING THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY,” IN ORDER TO ESTABLISH A NEW CHAPTER 17 THEREOF, ENTITLED “COMMUNICATION FACILITIES RIGHT-OF-WAY PERMITS” TO PROVIDE FOR THE REGULATION OF SMALL CELL WIRELESS FACILITIES WITHIN THE MUNICIPAL RIGHTS-OF-WAY.

WHEREAS, the City of Asbury Park (the “City”) is aware that certain technological developments have made access to its Municipal Rights-of-Way desirable by certain telecommunications companies for the placement of small cell wireless facilities, including but not limited to, the installation of antennas, small cells and other communication devices and associated equipment (collectively the "Small Cells"); and

WHEREAS, the City has determined that its Municipal Rights-of-Way, such as they are or may be, themselves constitute a valuable resource, finite in nature, and which exists as a common right of the public to pass and repass freely over and across said lands without unreasonable obstruction or interference, and which therefore must be managed carefully; and

WHEREAS, the Federal Telecommunications Act preserves local governments' ability to manage the public Rights-of-Way on a competitively neutral and non-discriminatory basis 47 U.S.C. 332 (c)(7)(A); and

WHEREAS, New Jersey municipalities must give consent before a Small Cell, i.e., a small antenna, can be placed on existing poles pursuant to N.J.S.A. 48:3-19 and for the erection of new poles within the public Rights-of-Way pursuant to N.J.S.A. 48:17-10; and

WHEREAS, the Federal Communications Commission (FCC) has recently adopted an order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment" WT Docket No. 17-79; WC Docket 17-84, which places a shot clock on municipal approval for the placement of Small Cells on Existing Poles and the placement of New Poles in the Municipal Right-of-Way; and

WHEREAS, the erection of New Poles and Ground level Cabinets in the Municipal Right-of-Way raise significant aesthetic and safety concerns; and

WHEREAS, the FCC, in its recent order, provides that municipalities can impose aesthetic requirements on Small Cells where said requirement are: 1) reasonable; 2) no more burdensome than those applied to other types of infrastructure deployment; and 3) published in advance; and

WHEREAS, the City has determined that it is necessary to set forth clear standards in relation to the siting of Poles, Cabinets and Antennas for the benefit of its citizens and any utilities which use or will seek to make use of said Municipal Rights-of-Way.

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

Section 1. That the Code of the City of Asbury Park is hereby amended and supplemented in order to establish a new Chapter thereof, to be known as Chapter 17, “Communication Facilities Right-of-Way Permits” (hereinafter referenced as "this Ordinance" or "this Chapter" or "Small Cell Ordinance”) as follows:

Chapter 17. Communication Facilities Right-of-Way Permits

§ 17-1. DEFINITIONS.

- a. As used in this Chapter:

ADMINISTRATIVE REVIEW

shall mean ministerial review of an Application by the City to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Chapter.

ANTENNA

shall mean communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

APPLICABLE CODES

shall mean uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.

APPLICANT

shall mean any Person or Entity who submits an Application under this Chapter, such as a Provider described herein.

APPLICATION

shall mean a written request, on a form provided by the City of Asbury Park.

AUTHORITY

shall mean the City Council of the City of Asbury Park. The term “Authority” and “City” are interchangeable.

CITY

shall mean the City of Asbury Park, in the County of Monmouth, New Jersey.

COLLOCATE

shall mean to install or mount a Small Wireless Facility in the Public Right-Of-Way on an existing Support Structure, on an existing Pole, on a new pole, or Smart Pole.

COLLOCATION

shall have a corresponding meaning.

COMMUNICATIONS FACILITY

shall mean, collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including; (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole or Support Structure to which the equipment is attached.

COMMUNICATIONS SERVICE

shall mean cable service, as defined in 47 U.S.C. § 522(6); information service, as defined in 47 U.S.C. § 153(24); or telecommunications service, as defined in 47 U.S.C. § 153(53).

CONSULTANT

shall mean the Person appointed by the City to serve as the consultant for the City for all matters concerning this Chapter, and who may be contracted for professional services.

FCC

shall mean the Federal Communications Commission of the United States.

LAWS

shall mean, collectively, any and all Federal, State or Local law, statute, common law, code, rule, regulation, order, or ordinance.

ORDINARY MAINTENANCE AND REPAIR

shall mean inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a communications Facility and/or the associated Support Structure or Pole, that does not require blocking, damaging or disturbing any portion of the Public ROW.

PERMIT, "R.O.W. PERMIT" OR "SMALL CELL PERMIT"

shall mean a written authorization to install, at a specified location(s) in the Public ROW, a Communications Facility or a Pole to support a Communications Facility.

PERMITTEE

shall mean an Applicant that has received a Permit under this Chapter.

PERSON

shall mean an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a governmental entity.

POLE

shall mean a legally constructed pole, such as a utility, lighting or similar pole made of wood, metal or other material as determined by the City, located or to be located within the Public Right-of-Way. A Pole does not include a Support Structure.

PROVIDER

shall mean a Communications Service Provider or a Wireless Services Provider, and includes any Person that owns and/or operates within the Public ROW any Communications Facilities, Wireless Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities.

PUBLIC RIGHT OF WAY OR PUBLIC ROW

shall mean the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, or similar purpose. The term does not include a federal interstate highway, state highway, county right of way or other areas that are not within the legal jurisdiction, ownership or control of the Authority.

SMALL WIRELESS FACILITY

as defined in the Code of Federal Regulations at 47 C.F.R. §1.6002(1), as supplemented and/or as amended. SMALL WIRELESS FACILITY shall mean a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty-five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

SMART POLE

shall mean a decorative utility pole that conceals three or more Small Wireless Facility installation(s) and may include other features such as street lighting, 911 call service access, public access Wi-Fi and surveillance cameras. A Smart Pole must allow for at least three (3) occupants and allow space for City use for other services and/or equipment. Smart Poles shall neither have external latches, external hinges, external cabling, or other attachments. The pole must be made of an inherently rust-resistant material (i.e. aluminum alloys or stainless steel).

STATE

shall mean the State of New Jersey.

SUPPORT STRUCTURE

shall mean a structure in the Public ROW other than a Pole which is capable of supporting a Wireless Facility.

SURROUNDING STREETScape

shall mean the visual elements of a street, including the road, adjoining buildings, street furniture, trees and open spaces, etc., that combine to form the street's character.

WIRELESS FACILITY

shall mean the equipment at a fixed location or locations in the Public ROW that enables Wireless Services. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one type of a Wireless Facility. Throughout this Ordinance, the terms "Communications Facility", "Wireless Facility" and "Small Wireless Facility" may be used interchangeably and shall be taken to refer to the same thing unless the context clearly indicates otherwise.

WIRELESS SERVICES

shall mean any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

- b. All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and made a part hereof.
- c. All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*, are incorporated herein and made a part hereof.
- d. All of the definitions of words, terms and phrases that are set forth in the Code of Federal Regulations at 47 C.F.R. §1.6002, as amended, are incorporated herein and made a part hereof.
- e. In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined herein then that term, word or phrase shall have its common, ordinary meaning.

§ 17-2. ACCESS TO PUBLIC RIGHT OF WAY.

Prior to installing in the Public R.O.W. any Communications Facility, or any Pole built for the sole or primary purpose of supporting a Communications Facility, a Person shall enter into a Right of Way Use Agreement (also referenced as "R.O.W. Use Agreement" or "Agreement") with the City of Asbury Park expressly authorizing use of the Public Right of Way for the

Communications Facility or Pole proposed to be installed. The following provisions shall be applicable to all Right of Way Use Agreements:

- a. The term of the R.O.W. Use Agreement shall be a minimum of 15 years and shall not exceed 30 years.
- b. The R.O.W. Use Agreement authorizes the Provider's non-exclusive use of the Public R.O.W. for the sole purpose of installing, maintaining and operating Communications Facilities, including any Pole built for the sole or primary purpose of supporting the Communications Facilities and to provide the services expressly authorized in the Agreement subject to Applicable Codes and applicable laws, this Chapter and the terms and conditions of the agreement. The Agreement authorizes use only of the public R.O.W. in which the City has an actual interest. It is not a warranty of title or interest in any Public R.O.W. and it does not confer on the Provider any interest in any particular location within the Public R.O.W. No other right or authority is granted except as expressly set forth in the R.O.W. Use Agreement. Nothing herein shall authorize the use of the City's Poles or Support Structures, in the Public R.O.W, without express approval from the City. All use of the City's Poles or Support Structures in the Public R.O.W. shall require a separate agreement and the payment of separate fees for such use.
- c. The Provider shall, at its sole cost and expense, keep and maintain its Communications Facilities, Poles, and Support Structures in the Public R.O.W. in a safe condition, and in good order and repair.
- d. The Provider shall provide insurance to, and indemnification of, the City as described in the R.O.W. Use Agreement, a copy of which is on file with the City Clerk's Office.
- e. The form of the R.O.W. Use Agreement shall be approved by Resolution of the City Council and may, from time to time, be revised, supplemented or otherwise amended or replaced. All such revisions, supplements, amendments or replacements shall likewise be approved by Resolution of the City Council. The City Clerk shall maintain on file the currently approved R.O.W. Use Agreement and shall provide a copy to all R.O.W. permit applicants pursuant to this Chapter.

§ 17-3. R.O.W. PERMIT.

- a. No Person may construct, install, modify, expand, alter or maintain or perform any other work in the Public R.O.W. related to Communications Facilities or Poles built for the sole or primary purpose of supporting Communications Facilities without first receiving a Permit to the extent required under this Chapter, and any subsequent permits or authorizations required by applicable Laws or the Authority.
- b. The Authority shall not issue a Permit unless the Applicant, or a Provider on whose behalf the Applicant is constructing Communications Facilities or Poles, has applied for and received the R.O.W. Use Agreement required by this Chapter, or otherwise has a current and valid franchise with the City expressly authorizing use of the Public R.O.W.

for the Communications Facilities, Poles or towers proposed in the Application, and all applicable fees have been paid.

- c. The Provider shall not locate or maintain its Communications Facilities, Wireless Facilities, Support Structure or Poles so as to unreasonably interfere with the use of the Public R.O.W. by the City, by the general public or by other persons authorized to use or be present in or upon the Public R.O.W.
- d. No application for a Small Wireless Facility siting permit shall be approved if the Application proposes the deployment of a Small Wireless Facility in an area other than those specific locations set forth within the City's Wireless Siting Plan.

§ 17-4. PERMIT APPLICATIONS.

- a. **Permit Required.** Pursuant to Section 17-3 of this Chapter, unless expressly authorized in this Chapter or in writing by the Authority, no Person may construct, install, modify, expand, alter or maintain in the Public R.O.W. any Communications Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities, including the installation or Collocation of Communications Facilities on existing Poles, Support Structures or other structures within the Public R.O.W. without first receiving a Permit. Notwithstanding the foregoing, in the event of an emergency, a Provider or its duly authorized representative may work in the Public R.O.W. prior to obtaining a Permit, provided that the Provider shall attempt to contact the City Engineer prior to commencing the work and shall apply for a Permit as soon as reasonably possible, but not later than 24 hours, after commencing the emergency work. For purposes of this subsection, an "Emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or property.
- b. **Permit Application Requirements.** The Application shall be made by the Provider or its duly authorized representative and shall contain the following:
 - 1. The Applicant's name, address, telephone number, and email address, including emergency contact information for the Applicant.
 - 2. The names, addresses, telephone numbers and email addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
 - 3. A description of the proposed work and the purposes and intent of the proposed Communications Facility, Pole, Support Structure or Wireless Facility (as applicable) sufficient to demonstrate compliance with the provisions of this Chapter.
 - 4. If applicable, a copy of the authorization for use of the property from the Pole or Support Structure owner on or in which the Communications Facility will be placed or attached.

5. Detailed construction drawings regarding the proposed Communications Facility, Pole, Support Structure or Wireless Facility (as applicable). Construction drawings shall include, at minimum, a clear delineation of the right-of-way, distance of the proposed Communications Facility, Pole or Support Structure from certain existing right-of-way features such as curb ramps for handicap accessibility pursuant to the Americans With Disabilities Act, sidewalk width and other details standard for these types of telecommunications installations in the public right-of-way.
6. Prior to installation of Communications Facility, including but not limited to Collocation on a Pole or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole or Support Structure will structurally support the Communications Facility in accordance with Applicable Codes.
7. For any new aboveground facilities, accurate visual depictions or representations.
8. The following additional permits, approvals and authorization, as each is reasonably applicable to the proposed Application:
 - (a) Street opening permit, per City procedure; and
 - (b) Construction permit, per City procedure. This requirement may be waived if the appropriate code official determines that it is unnecessary per the proposed construction and installation of facilities.
- c. The Applicant shall certify that they shall market the availability of approved facilities to all major wireless carriers in the marketplace. The Applicant shall further certify that they will encourage, manage and coordinate the location and placement of any interested carrier's equipment on the structure.
- d. The application and permitting processes set forth herein may be revised, supplemented or otherwise amended or replaced by resolution of Board of Commissioners.
- e. Proprietary or Confidential Information in Application. Applications are public records that may be made publicly available pursuant to the New Jersey Open Public Records Act. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each portion of such materials accordingly, and the City shall treat the information as propriety and confidential, subject to the New Jersey Open Public Records Act and the City's determination that the Applicant's request for confidential or proprietary treatment of Application materials is reasonable. The City shall not be required to incur any costs to protect the Application materials from disclosure, other than the City's routine procedures for complying with the New Jersey Open Public Records Act.

- f. Ordinary Maintenance and Repair. A Permit shall not be required for Ordinary Maintenance and Repair. The Provider or other Person performing the Ordinary Maintenance and Repair shall obtain any other permits required by applicable laws and shall notify the City in writing at least 48 hours before performing the Ordinary Maintenance and Repair. Notwithstanding the foregoing, the Authority reserves the right to inspect Applicant's Small Wireless Facilities at any time in order to determine if the existing configuration matches the configuration contained in the most recently issued Permit, and the applicable Right-of-Way Use Agreement. Applicant shall bear costs for said inspections. If it is determined that an existing Small Wireless Facility is found to be larger than the dimensions specified in the most recently issued applicable Permit, then Applicant shall be in violation of this Chapter. Applicant shall receive notice from the City and, upon receipt of such notice, be required to restore the site within ten (10) days to the configuration of the most recently approved Permit or retroactively apply for Administrative Approval for the unapproved modifications.
- g. Material Changes. Unless otherwise agreed to in writing by the Authority, any material changes to an Application, as determined by the Authority in its sole discretion, shall be considered a new application for purposes of the time limits set forth in Chapter, unless otherwise provided by application Laws.
- h. Application Fees. Unless otherwise provided the applicable Laws, all Applications pursuant to this Chapter shall be accompanied by the required Fees, without which the Application shall be deemed incomplete.
- i. Effect of Permit. A Permit from the Authority authorizes an Applicant to undertake only the activities in the Public R.O.W. specified in the Application and Permit, and in accordance with this Chapter and any general conditions included in the Permit. A Permit does not authorize attachment to or use of existing Poles, Towers, Support Structures or other structures in the Public R.O.W.; a Permittee or Provider must obtain all necessary approvals from the owner of any Pole, Tower, Support Structure or other structure prior to any attachment or use. A Permit does not create a property right or grant authority to the Applicant to interfere with other existing uses of the Public R.O.W.
- j. Duration. Any Permit for construction issued under this Chapter shall be valid for a period of 365 days after issuance, provided that the period may be extended for up to an additional 180 days upon written request for the Applicant (made prior to the end of the initial 365 day period) if the failure to complete construction is as a result of circumstances beyond the reasonable control of the Applicant.
- k. Batch Permit. An Applicant may simultaneously submit no more than twenty-five (25) Applications for Communications Facilities, or may file a single, consolidated Application covering such Communications Facilities, provided that the proposed Communications Facilities are to be deployed on the same type of structure using similar equipment and within an adjacent, related geographic area of the City. If the Applicant

files a consolidated application, the Applicant shall pay the application fee calculated as though each Communications Facility were a separate Application.

§ 17-5. APPLICATION REVIEW.

- a. Pre-Application Meeting. Prior to making a formal application with the City for use of the Municipal Right-of-Way, all applicants are required to meet with the City Manager, City Engineer and/or Consultant to review the scope of the Applicant's proposal.
- b. All applications made under this Chapter shall be processed as consistent with the "shot clocks" set forth in the Federal Communications Commission Order titled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.
- c. The City Manager and/or his/her designees, which may include the municipal attorney, Municipal Engineer and/or Consultant shall review all applications for the placement of new Poles within the Municipal R.O.W. and the placement of Pole Mounted Antennas and Pole Mounted Cabinets within the Municipal R.O.W. and advise the Authority whether the application is complete and whether it meets the requirements of this Chapter.
- d. Except as otherwise provided by applicable Laws, the Authority shall within thirty (30) days of receiving an Application, notify the Applicant if the Application is incomplete and identify the missing information. The Applicant may resubmit the completed Application within ten (10) days without additional charge, in which case the Authority shall have thirty (30) days from receipt of the resubmitted Application to verify the application is complete, notify the Applicant that the Application remains incomplete or, in the City's sole discretion, deny the Application.
- e. The Authority shall review the Application and, if the Application conforms with applicable provisions of Chapter, the Authority shall issue the Permit, subject to the standard permit requirements published by the City.
- f. The Authority shall make its final decision to approve or deny the Application within sixty (60) days for a collocation of a small wireless facility to an existing structure, and ninety (90) days to deploy a small wireless facility on a new structure, after the Application is complete (or deemed complete in the event the City does not notify the Applicant that the Application or resubmitted Application is incomplete). Review of an Application to deploy a facility other than a small wireless facility using a new structure shall be decided within 150 days.
- g. Waiver. The Authority may waive any siting standard set forth in Chapter where the Applicant demonstrates that strict enforcement of said Standard:

1. Will prohibit or have the effect of prohibiting any interstate or intrastate communications service pursuant to 47 U.S.C. 253(a); or
 - (a) Will prohibit or have the effect of prohibiting personal wireless service pursuant to 47 U.S.C. 332(c)(7)(B)(i)(11); or
 - (b) Will violate any requirement set forth by the Federal Communications Commission Order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.
- h. The Authority shall advise the Applicant in writing of its final decision.

§ 17-6. LOCATION AND SITING.

- a. Height. No Pole shall be taller than forty-two (42) feet in height including the antennas or 110% of the height of Poles in the Surrounding Streetscape, whichever is higher.
- b. Distance from curb line. No Pole shall be further than eighteen (18) inches from the curb line.
- c. Location, Safety and Aesthetics. No Pole shall be erected in the Public Right-of-Way unless it:
 1. Is replacing an existing Pole with a Smart Pole, the design of which shall be subject to administrative review and approval by the City;
 2. Is approved by the Authority;
 3. Is located entirely within the Public Right-of-Way;
 4. Is at least five hundred (500) linear feet from any other existing Pole or proposed Pole which is used to support a Small Wireless Facility;
 5. Is not located in an area with underground utilities;
 6. Does not inhibit any existing sight triangles;
 7. Allows adequate room for the public to pass and re-pass across the Right-of-Way;
 8. Is a Smart Pole, the design of which shall be subject to administrative review and approval by the City; and
 9. Is placed within a 25 foot radius of those specific locations set forth on the City's Wireless Siting Plan, which can be found on file with the Office of the City Clerk.

- d. Any claim by Applicant of technical incompatibility, inability to use existing structure, or inability to collocate must be scientifically demonstrated by the Applicant, not disproved by City. Validity of said claims by Applicant is reserved within the sole discretion of City.
- e. No sign or artificial lighting shall be permitted on any Pole. Support Structure, or Small Wireless Facility, including Pole mounted antennas and cabinets and ground mounted cabinets, unless said sign or artificial lighting is required for safety or other reason by local, state or federal regulation, or by the FCC, Federal Aviation Administration (FAA) or other applicable authority with the capacity to promulgate regulations regarding same.
- f. The Authority requires that an applicant provide a certification from a licensed structural engineer attesting to the structural integrity of any Pole mounted antenna or Pole mounted cabinet.
- g. Ground mounted equipment is prohibited.
- h. All wireless equipment associated with the Pole, including the wireless equipment associated with the antenna and any preexisting associated equipment shall not be more than twenty-eight (28) cubic feet in volume.
- i. The Provider shall upon completion of construction provide the City with as-built drawings and a map showing the location of the facility and equipment.
- j. Fewest Possible New Poles. Applicant shall use existing Poles when possible for the placement of its Small Wireless Facilities and shall minimize the number of new proposed Poles in the right-of-way to the fewest possible to meet the coverage and capacity requirements.
- k. Fewest Possible Small Wireless Facilities. Applicant shall minimize the number of new proposed Small Wireless Facilities in the Public Right-of-Way to the fewest possible to meet its coverage and capacity requirements and, in furtherance of same, shall collocate on existing Poles and support structures whenever possible to minimize the number of required new Poles.

§ 17-7. RESTORATION REQUIREMENTS.

- a. The Provider, or its agent or contractor, shall restore, repair and/or replace any portion of the Public R.O.W. that is damaged or disturbed by the Provider's Communications Facilities, Poles or work in or adjacent to the Public R.O.W.
- b. If the Provider fails to timely restore, repair or replace the Public R.O.W. as required in this subsection, the Authority or its contractor may do so and the Provider shall pay the Authority's costs and expenses in completing the restoration, repair or replacement.

§ 17-8. REMOVAL, RELOCATION AND ABANDONMENT.

- a. Within ninety (90) days following written notice from the Authority, the Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its Communications Facilities, Poles or support structures within the Public R.O.W., including relocation of above-ground Communications Facilities underground (consistent with the provisions of this Chapter), whenever the City has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance or installation of any City improvement, the operations of the City in, under or upon the Public R.O.W., or otherwise is in the public interest. The Provider shall be responsible to the City for any damages or penalties it may incur as a result of the Provider's failure to remove or relocate Communications Facilities, Poles or Support Structures as required in this subsection. If removal or relocation is requested by the City, the City will work in good faith to identify a suitable alternative site and such removal or relocation shall not require an additional permit.
- b. The City retains the right and privilege to cut or move any Communications Facility, Pole or, support structure located within the Public R.O.W. as the City may determine, in its sole discretion, to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the City shall notify the Provider and give the Provider an opportunity to move its own facilities prior to cutting or removing the Communications Facility, Pole or support structure. In all cases, the City shall notify the Provider after cutting or removing the Communications Facility, Pole or support structure as promptly as reasonably possible. Emergency response shall be coordinated between the City and Provider to the extent practicable under the circumstances.
- c. A Provider shall notify the City of abandonment of any Communications Facility, Pole support, or structure at the time the decision to abandon is made, however, in no case shall such notification be made later than thirty (30) days prior to abandonment. Following receipt of such notice, the Provider shall remove its Communications Facility, Pole or support structure at the Provider's own expense, unless the City determines, in its sole discretion, that the Communications Facility, Pole or support structure may be abandoned in place. The Provider shall remain solely responsible and liable for all of its Communications Facilities, Poles and support structures until they are removed from the Public R.O.W. unless the City agrees in writing to take ownership of the abandoned Communications Facilities, Poles or support structures. The Provider shall remain liable for annual ROW occupancy fee for balance of term.
- d. If the Provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its Communications Facilities, Poles or support structures or remove any of its abandoned Communications Facilities, Poles or support structures as required in this subsection, the City or its contractor may do so and the Provider shall pay all costs and expenses related to such work, including any delay damages or other damages the City incurs arising from the delay.

§ 17-9. FEES.

- a. Application Fees. All applications for approval and issuance of a R.O.W. Permit pursuant to this Ordinance shall be accompanied by a fee as follows:
 1. For applications that do not include the installation of any new structures within a Public Right-of-Way, the application fee shall be \$500.00 for up to five (5) Communications Facilities with an additional \$100.00 for each Communications Facility beyond five (5).
 2. For applications that include the installation of a new structure within a Public Right-of-Way, the application shall be \$1,000.00 for up to five (5) Communications Facilities with an additional \$100.00 for each Communications Facility beyond five (5).
- b. Other Fees: No pole attachment fees will be assessed by the City unless and until an applicant applies for pole attachment to a City-owned pole.

§ 17-10. ESCROW FEE FOR THIRD-PARTY PROFESSIONALS AND CONSULTANTS.

- a. In addition to the application fee, all applications for approval and issuance of a R.O.W. Permit shall be accompanied by an escrow fee as follows:
 1. For applications whose proposed Communications Facility deployment(s) will not require a street opening permit: \$5,000.00.
 2. For applications whose proposed Communications Facility deployment(s) will require a street opening permit: \$7,500.00.
- b. The escrow account deposits are required to pay for the costs of professional services, including engineering, planning, legal and other third-party professional consulting expenses connected with the review of submitted materials, including any traffic engineering review or other special analyses related to the City's review of the materials submitted by the Applicant and the preparation of any reports or any necessary legal agreement regarding Public Rights-of-Way use. An Applicant is required to reimburse the City for all fees, costs and expenses of third-party professionals and consultants incurred and paid by the City for the review process of a R.O.W. Permit application, such as, but not limited to:
 1. Professional fees for reviews by third-party professionals or consultants of applications, plans and accompanying documents;
 2. Issuance of reports or analyses by third-party professionals or consultants to the City setting forth recommendations resulting from the review of any documents submitted by the Applicant;

3. Charges for any telephone conference(s) or meeting(s), including travel expenses, requested or initiated by the Applicant, the Applicant's attorney or any of the Applicant's experts or representatives;
 4. Review of additional documents submitted by the Applicant and issuance of reports or analyses relating thereto;
 5. Review or preparation of R.O.W. Use Agreements, easements, deeds, right-of-way municipal consent ordinances or resolutions and any and all other like or similar documents; and
 6. Preparation for and attendance at all meetings by third-party professionals or consultants serving the City, such as the Municipal Attorney, City Engineer, City Planner, Consultant and/or other experts as required.
- c. The escrow account deposits shall be placed in a separate account by the City's Chief Financial Officer at the request of the City Clerk and an accounting shall be kept of each Applicant's deposit. Thereafter:
1. All third-party professional or consultant fees, costs, expenses and charges shall be paid from the escrow account and charged to the Applicant;
 - (a) Third-party professional or consultant fees shall not be disbursed from escrow if they are for a service performed in the context of an identical paid service between Applicant and same third-party who may otherwise be entitled to said fees.
 2. Upon either final denial of a R.O.W. Permit application or upon issuance of a R.O.W. Permit, any moneys not expended for third-party professional or consulting services shall be returned to the Applicant within ninety (90) days upon written request by the Applicant and as authorized by the City Council;
 3. If at any time during the application process seventy-five percent (75%) of the money originally posted shall have been expended, the Applicant shall be required to replenish the escrow deposit to one hundred percent (100%) of the amount originally deposited by the Applicant;
 4. No R.O.W. Permit application shall be considered complete until such time as the required escrow fee has been posted to guarantee payment of third-party professional or consultant fees, costs, expenses and charges;
 5. All payments charged to the escrow deposit shall be pursuant to vouchers from the third-party professionals or consultants stating the hours spent, the hourly rate and the fees, costs, expenses and charges incurred;

6. Third-party professionals and consultants submitting charges pursuant to this section shall be permitted to charge for such services at the same rates as they would charge their private clients for like or similar work provided that:
 - (a) Professional fees are billed at rates that do not exceed such professional fees as are customarily charged by other like professionals and consultants performing similar work within Monmouth County; and
 - (b) Out-of-pocket costs, expenses and charges are billed on a dollar-for-dollar basis with no mark-up being permitted;
7. The City shall render a written final accounting to the Applicant on the uses to which the escrow deposit was put. The written final accounting shall include copies of all vouchers that were submitted by third-party professionals and consultants and paid by the City.

§ 17-11. PERMITTED USE.

Notwithstanding anything else in the Code of the City of Asbury Park, the installation of Communication Facilities and associated equipment in the Public Right-of-Way either on existing or new poles are permitted and considered a permitted use if a Right-of-Way Use Agreement is entered into and if a Right-of-Way Permit is obtained pursuant to this Chapter.

§ 17-12. GOVERNANCE OF DEPLOYMENTS OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.

This Chapter is intended to govern the installation, placement, maintenance, modification, upgrade and repair of Communications Facilities, including Small Wireless Facilities, in the Public Right-of-Way. The placement of telecommunications equipment outside of the Public Right-of-Way shall be governed by the applicable codes and ordinances of the City, including the provisions of Special Conditions for Wireless Telecommunications Towers and Antennas.

§ 17-13. PREEXISTING SITES AND MUNICIPAL AGREEMENTS.

- a. Any Communications Facilities in the Public Rights-of-Way existing at the time of the adoption of the provisions of this Chapter, whether or not a Right-of-Way Use Agreement exists or is in force and effect with regard to same, shall be required to comply with the provisions of this Chapter.
- b. Any Right-of-Way Use Agreements entered into between the City and any Provider regarding Communications Facilities in the Public Rights-of-Way shall be required to conform to the provisions and standards of this Chapter. To the extent the provisions of any existing such agreement conflict with this Chapter, said provisions, at the discretion of the City, shall be replaced and superseded by the applicable terms of this Chapter.

§ 17-14. NEW JERSEY ONE CALL.

In addition to compliance with the applicable provisions of this Chapter, prior to the start of any installation of Poles, Support Structures, Small Wireless Facilities or other Communications Facilities that requires excavation, Applicant shall contact New Jersey One Call at 811 at least three (3) full business days prior to the commencement of work.

§ 17-15. VIOLATIONS OF THIS CHAPTER.

Violation of any of the provisions of this Chapter shall be a citation punishable with a civil penalty of \$500 for each violation which continues more than ten (10) days after written notice of such violation is provided to the Person or Applicant. Each day, after such notice, that a violation occurs or is permitted to exist by the Person or Applicant constitutes a separate offense.

Section 2. All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 3. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 4. An emergency is hereby declared so that the provisions of this Ordinance shall take effect immediately following its adoption, rather than twenty (20) days after its final passage, per 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. 2022-3 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, March 23, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-152 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

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	Absent	
John Moor	Mayor	Present	
Melody Hartsgrove	City Clerk	Absent	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENTS:

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

ITEMS TO BE PRESENTED:

1. Presentation of proposed development of Block 3103 Lot 1 (40 Lake Avenue) by Toll Brothers, LLC

Andrew Karas, on behalf of Toll Brothers, LLC presented proposed development plans of 40 Lake Avenue.

Matters from City Council

Mayor and Council presented checks on behalf of the Asbury Park Fishing Club, to the Asbury Park Little League, Monmouth County Boys and Girls Club, Big Brothers and Big Sisters, and Asbury Park Recreation.

Council member Chapman stated, on April 2nd from 9:00AM-11:30AM Deal Lake Commission will have a spring cleanup of Deal Lake. Volunteers can meet on the boat ramp on 7th Avenue and help to clean up this lake in time for summer. Each of our lakes will do a cleanup, and this is the first one scheduled for the spring. I would like to also announce that NJ Natural Gas is hosting an Energy Assistance Day for those that are having trouble meeting their obligations to the gas company, from 9:00 to 5:00PM at the Salvation Army building here in Asbury Park. They will help residents determine which programs might be able to help them with their utility bills.

Council member Clayton stated, there are a couple of things. One, the Recreation Department will have an Easter Drive Walk-Thru event on Saturday April 16, 2022 from 9:00AM to 11:00AM. It's usually an in-person event that takes place on the boardwalk and in convention hall, but since convention hall is not open at this time they're coming out and doing something else. So you can drive through, your children can meet the Easter bunny, and also receive an Easter basket with all kinds of goodies. So please come out. The other thing that is really important is the PAL is having basketball tryouts, and that will take place this Saturday between 8:30AM and 1:00PM. The tryout times for 6th and 7th grade is 8:30AM, for grades 10th 11th and 12th is 10:00AM. For girls all grades will be between 11:30AM and 1:00PM.

Council member Kendle had no matters at this time.

Mayor Moor stated, again I'd like to thank Joe and Casey Pallotto of the Asbury Park Fishing Club. I'd also like to thank the Manzo Brothers, the Berkley Carteret Hotel for providing the venue this year with us not being able to use Convention Hall. April 2, 2022 the Asbury Park Little League has a parade starting at 10:45AM. It'll start at Veteran's Park and going down to the Little League. They will have hotdogs, hamburgers, and refreshments for everybody. Eileen has an event on April 2nd, Deal Lake cleanup. Also, on April 2nd is the Mayor's Wellness event in the Sunset Avenue Park. So the 2nd is a busy day, but you can hit all three of them.

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 Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano made a comment about signs on Main Street, pot holes on 8th Avenue, and a beach shed; Peter Siegel made a comment about rent leveling. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Kendle. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting Mar 9, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Mar 9, 2022 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2022-153 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

2022-154 Resolution Approving Payment of Bills

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

2022-155 Resolution Amending Temporary Budget Appropriations for 2022 Budget

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

2022-156 Authorizing the Emergency Repairs and Maintenance as Needed at the Waste Water Treatment Plant

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

2022-157 Authorizing the Emergency Variable Frequency Drive (VFD) and Motor Repairs at the Waste Water Treatment Plant

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

2022-158 Authorizing the Emergency Purchase and Installation of Two Variable Frequency Drives (VFD's) at the Waste Water Treatment Plant

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

2022-171 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

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

2022-159 Resolution Authorizing the Purchase of 10 x 20 Shed for the Beach Department

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

2022-160 Resolution Authorizing Purchase of Ammunition for the Police Department

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

2022-161 Resolution Approving Change Order #1 for Bond Street Improvements Project

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

2022-162 Resolution Amending a Contract with Warshauer Electric Supply for the Purchase of Lights Needed at Library Park

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

2022-163 A Resolution Amending Resolution 2021-369 and Accepting a Grant From The Hazardous Discharge Site Remediation Fund Public Entity Program Through The New Jersey Economic Development Authority And The New Jersey Department of Environmental Protection For 101-103 Lake Court a.k.a. Springwood Park

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

2022-164 Resolution Authorizing a Professional Services Contract to Arcari & Iovino for Architectural Services for the Transportation Center Renovation

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

2022-165 Resolution Authorizing a Professional Services Contract to JP Monzo for Financial Analysis Consulting Services

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

2022-166 Authorizing a Professional Services Contract to ENGenuity Infrastructure for Location Plans and Preparation of Bid Specifications for Two's Portland Loo's

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

2022-167 Resolution Authorizing Refunds on Subsequent Residential Sewer Payments in Accordance with P.L. 2021

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

2022-168 Resolution Authorizing the Mayor & City Council to Execute a Subordination of Mortgage for Melvin and Barbara Daniels for Property Located at 1308 Fourth Avenue Asbury Park

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

2022-169 Resolution of the City of Asbury Park Authorizing The Execution Of a Redevelopment And Acquisition Agreement With Veterans Relocation Project LLC, With Respect To Certain Property Identified As 41 And 45 Borden Avenue Within The S.T.A.R.S. Redevelopment Area

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

2022-170 Resolution of Support Authorizing the Sustainable Jersey 2022 EDF Climate Corps Program Application

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

ORDINANCES

Introduction

2022-3 An Ordinance Amending and Supplementing The “Code of The City of Asbury Park, New Jersey,” In Order to Establish A New Chapter 17 Thereof, Entitled “Communication Facilities Right-Of-Way Permits” To Provide for The Regulation of Small Cell Wireless Facilities Within the Municipal Rights-Of-Way.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/13/2022 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 7:10 PM

A motion to close the meeting was made by Council member Kendle and seconded by Council member Chapman. All were in favor. Meeting adjourned at 7:10 PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk