



Agenda
Meeting of the Municipal Council
Wednesday, April 12, 2017
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by Seaview Investments
 - 1. Presentation by Seaview Investments of handicapped ramp for 1105 Memorial Drive in Public R-O-W
- D. Review of Agenda Items for April 12, 2017 Regular Meeting
- E. Matters from City Council
 - 1. Mayor's Wellness Committee
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.

C.1.b



Attachment:

Packet Pg. 3

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

PHONE: (732) 775 - 2100
FAX: (732) 775 - 0441



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

MICHAEL CAPABIANCO, CITY MANAGER

MEMO

To: City Council

CC: Michael Capabianco, City Manager
Frederick Rafetto, City Attorney

From: Michele Alonso, PP, AICP, Director of Planning and Redevelopment

Date: April 6, 2017

Re: License Agreement to permit bicycle racks, benches, garbage cans and landscaping in
R-O-W of Tax Block 2804

This memo is an update to the presentation I had made the previous month to the Municipal Council on bicycle racks, benches, garbage cans for Tax Block 2804 in association with the development of a Dollar Tree retail store and a mixed use building (1101 and 1183 Main Street).

It was requested that the Transportation Planner and myself relook at the layout for street amenities in order to develop a compromise scheme between the desire of the planning board and what is required by the redevelopment plan. The current plan that is part of the proposed license agreement differs from the one I presented last month in that the placement of the bike racks, benches and garbage/recycling cans, but two has changed. The bike capacity remains the same. We are satisfied with the new plan in that it increases bike capacity and adds benches to the sidewalk area; however, the amenities would be better served by the public on the main commercial thoroughfares.

The plan has been revised to include four inverted U shaped bike racks on Third and Fourth Avenues up against the proposed buildings. Each bike rack grouping has a capacity of 8 bicycles. Also in each area will be a bench. It is unclear which direction the bench will face-the street or the wall. Next to each bench is trash/recycle bin. There is also two trash/recycling bins proposed on Main Street-one near the door of the Dollar Tree and one near one of the proposed retail entrances for the mixed use building. There are no bike racks or benches proposed for Main Street.

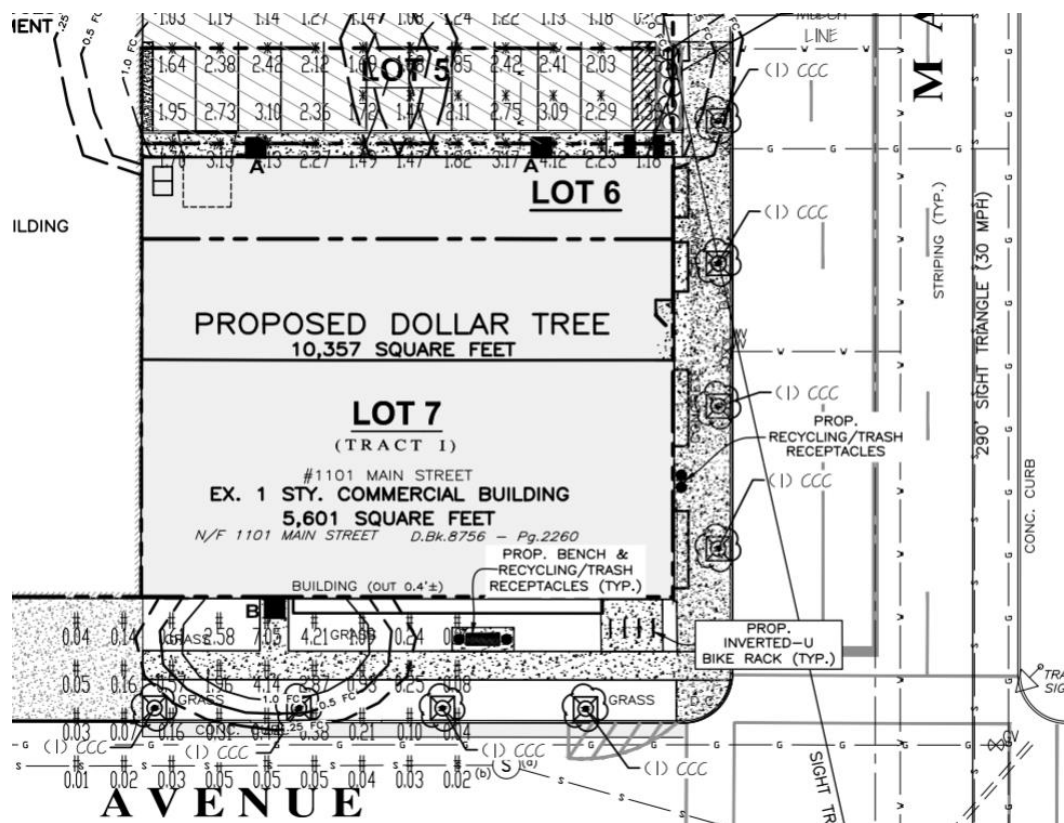
We also recommended that the applicant place a bike rack on-site for bike storage for tenants of the residential building. He has voluntarily agreed and shows a wave style bike rack that can hold 7 bicycles. The total bike capacity shall be 7 spaces off street and 16 on street.

The applicant also agreed to use the design required by the redevelopment plan for benches, bike racks and trash cans. The wave bike rack that was recommended by the planning board does not fit in the

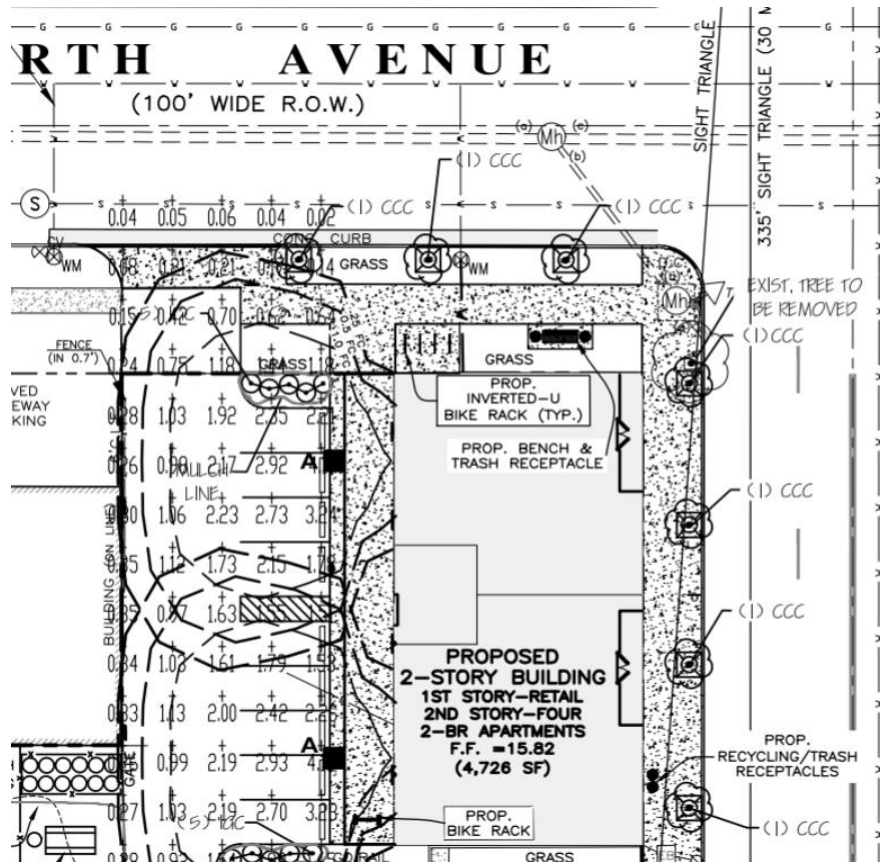
sidewalk area without obstructing the walkway, but groups of the inverted U shape rack that is the design called out in the plan do fit.

Ideally, the bench and bike amenities should be on Main Street as required by the Main Street Redevelopment Plan Area. Bike racks should be near retail entrances. Bicyclists like to park their bikes in public view to decrease the chance of theft. As we have seen in the CBD area, people will chain their bicycles to street sign poles rather than use bike racks if there is a pole closer to their destination. It is my understanding that the planning board was concerned that if the sidewalk amenities were placed on Main Street, they would be disturbed and not usable when the reconstruction of Main Street by the New Jersey Department of Transportation will occur Spring of 2018. Placement on the side streets ensures they will not be disturbed, but leaves Main Street void of street amenities. It should also be noted that the planning board is requiring that the applicant install new sidewalks before the DOT work commences of which I recommend a waiver.

Also part of the license agreement is the installation of shrubs in the public sidewalk area in order to screen the cars in the parking area. I highly recommend the placement of the shrubs both as a visual barrier from the parking, but as a physical barrier.



Close-up of location on benches, bike racks, trash cans and shrubs for Dollar Tree



Close-up of location on benches, bike racks, trash cans and shrubs for Mixed Use Building.

Summary

 Plainsville Bench Manufacturer - Landscape Forms Size - 72" or 96" Material - Poly coated metal Color - Brushed aluminum Note - With back. Secure to pavement	 Planter Manufacturer - Landscape Forms or comparable Size - varies Material - varies Color - Neutral Note - Must have drain holes
 Trash Can - S-42 36 Manufacturer - Victor Stanley or comparable Size - 36 Gallon Material - Poly coated Metal Color - Silver - Match Street Light	 Bullant Manufacturer - Landscape Forms or comparable Size - Varies Material - Poly coated Steel Color - Silver
 Tree Gate - SP 48" Complete Manufacturer - Fairweather Size - 48" - 16" Ring Material/Color - Steel/ Standard Silver Note - Include Frame/Expandable Rings Expand or Replace After 10 Years	 Bus Shelter - 'Kaleidoscope' Manufacturer - Landscape Forms Size - TBD Material - Poly coated metal Color - TBD Note - Curved with offset canopy. Combine with Plainsville or Canterbury Bench
 Bike Rack - Standard Hoop or comparable Manufacturer - Dero Size - Standard Material - Stainless Steel	

Main Street Redevelopment Plan Streetscape Design Standards



Agenda
Meeting of the Municipal Council
Wednesday, April 12, 2017
REGULAR MEETING 7:00 PM

I. Executive Session - 5:00 p.m.

2017-122 Authorizing a meeting which excludes the public

A. Attorney-Client Privilege

B. Contract Negotiations

1. New Jersey Department of Transportation
2. Waterfront Redevelopment Agreement Amendments

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Municipal Council - Work Session - Mar 22, 2017 6:00 PM
- Municipal Council - Regular Meeting - Mar 22, 2017 7:00 PM

G. 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.

2017-123 Resolution Approving Special Event Applications

2017-124 Resolution Authorizing Tax Collector to Prepare and Deliver Estimated 2017 3rd Quarter Tax Bills

2017-125 Resolution Authorizing Tyrone A Young, Tax Collector to Complete Application to Participate in 2017 Electronic Tax Sale Process

2017-126 Resolution to Authorize Year End 2017 Tax Sale

2017-127 Resolution Approving 2017 Tax Sale Costs

2017-128 Resolution to Defer P.I.L.O.T. Erroneously Billed from 2017 Tax Sale

H. Individual Resolutions

2017-129 Resolution Amending Temporary Budget Appropriations for 2017 Budget

2017-130 Resolution Approving the Payment of Bills

2017-131 Resolution Approving Amending Contract for LSRP Services at Department of Public Works Garage

2017-132 Resolution of the City of Asbury Park Authorizing the Re-Execution of, and a Modification to, the Cooperation Agreement by and between the City of Asbury Park and the Housing Authority of the City of Asbury Park and Affirming that Properties and Projects of the Housing Authority of the City of Asbury Park Remain Governed by the Cooperation Agreement

2017-133 Amending the Cooperation Agreement between the City of Asbury Park and the Housing Authority

2017-134 Resolution Awarding PILOT Billing Review

2017-135 Resolution Approving a Contract with ROK Industries for 2017 Tax Sale

2017-136 Resolution Awarding Contract for Emergency Medical Services Billing

2017-137 Resolution Authorizing the City of Asbury Park to Grant A Revocable License to Permit Streetscape Improvements in Areas of the City Right-Of-Way Adjacent to the Property Located at 1107, 1105 & 1101 Main Street (Block 2804, Lot 5.01, f/k/a Block 2804, Lots 5, 6 & 7, Respectively)

2017-138 Authorizing the Award to Zagster to Implement a Bike Sharing Program at No Cost to the City

I. Ordinances

1. Introduction

2017-16 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

- 2017-17 Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 302 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."
- 2017-18 Ordinance Amending City of Asbury Park's Land Development Regulations, Chapter XXX, Specifically Amending Accessory Uses for the LI Zone and Prohibiting Commercial Drive-thrus in the B-2 Zone
- 2017-19 An Ordinance Amending and Supplementing Chapter II "Form of Government" Section 2-1.4 "Non-Discrimination Policy" of the "Code of the City of Asbury Park, New Jersey."
- 2017-20 Authorizing the City of Asbury Park to Convey an Easement Over Certain Portions of the Public Right-Of-Way Area Adjacent to the Properties Located at 1105 Memorial Drive, 1109 Memorial Drive and 900 Fourth Avenue (Block 302, Lot 7.01, f/k/a Block 302, Lots 8, 7 and Part of 6, Respectively)

2. Second Reading/Public Hearing

- 2017-10 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14)
- 2017-12 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ
- 2017-13 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Right Of Way Area (Air Space) Adjacent To The Property Located At 1107, 1105 And 1101 Main Street (Block 2804, Lot 5.01 F/K/A Block 2804, Lots 5, 6 & 7, Respectively)
- 2017-14 An Ordinance of the City of Asbury Park Revising Chapter VII "Traffic" of the Code of the City of Asbury Park

J. Adjournment



RESOLUTION NO. 2017-122

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 April 12, 2017 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Attorney-Client Privilege:

B. Contract Negotiations:

1. New Jersey Department of Transportation
2. Waterfront Redevelopment Agreement Amendments

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

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, March 22, 2017
WORK SESSION

Announcement by the City Clerk

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

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

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

City Manager Capabianco indicated that there were no matters.

Special Event Applications

Leesha Floyd reviewed the special event applicants that are scheduled for this evening.

Items to be presented by City Planner Michele Alonso:

1. Proposal for 1003 Bond Street (block 2703, Lot 2) for encroachment in public R-O-W for private parking for residential development.

City Planner Michele Alonso reviewed the proposal for 1003 Bond Street. Mark Steinberg, Esquire was present on behalf of the applicant. The applicant arrived late due to traffic and was unable to make his presentation to the Council. This matter is to be rescheduled.

Review of Agenda Items for March 22, 2017 Regular Meeting

City Manager Capabianco reviewed the agenda for this evenings meeting.

Matters from City Council

Council Member Chapman stated that there was a fundraising event on Friday at the VFS for Gladstone Trott. He his a local resident/musician who has been hospitalized since December. She also announced that Sunset Lake Commission will be having a get together at Hotel Tides on Sunday.

Council Member Clayton stated that the next expungment seminar will be held on April 1 at St. Stephens. The JET program is having their "Shark Tank" on March 28. On April 8 the kids will

be selling their products at Made in Monmouth at Monmouth University. On April 22 the Quality of Life Committee will be holding their first City-wide cleanup for the year and will be introducing anew program Freecycle". More information to follow.

Council Member Kendle requested that the Administration look into giving the crossing guards a raise in salary. He also indicated that Lou Parissi is in the audience and was glad to see him.

Deputy Mayor Quinn stated that the APTV did a PSA on the parking meters. The Council is looking for feedback from the public.

Mayor Moor requested that the PSA be placed on facebook so it could be shared.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, March 22, 2017
REGULAR MEETING

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

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

PRESENTATION OF THE ASBURY PARK FISHING CLUB

Mayor Moor and Council Members presented checks from the Asbury Park Fishing Club to various non-profit organizations.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the public portion of the meeting. All were in favor.

The following members of the public spoke: Pat McBrian, Connie Breech, Felicia Simmons, Mark Steinberg, Esquire, Calvin Edison, Conrad Nibblett, Rita Marano, Tracy Rogers, Werner Baumgartner, Ernest Mignoli.

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to close the public portion of the meeting. All were in favor.

MINUTES

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

- Executive Minutes of Mar 8, 2017 4:00 PM
- Municipal Council - Work Session - Mar 8, 2017 6:00 PM **Accepted**

3. Municipal Council - Regular Meeting - Mar 8, 2017 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2017-110 Resolution Approving Special Event Applications

2017-111 Authorizing Compensation Payment to Robert Armento Upon His Separation of Employment

2017-112 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate Erroneously Sold With an Active Bankruptcy 1604-17 TSC#16-00142

2017-113 Resolution Recognizing March 19-25, 2017 as National Poison Prevention Week

INDIVIDUAL RESOLUTIONS

2017-102 Resolution Awarding Contract for Affordable Housing ("COAH") Planner

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

2017-114 Resolution Amending Temporary Budget Appropriations for 2017 Budget

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

2017-115 Resolution Approving the Payment of Bills

Council Member Chapman abstains from POs 17-00308 and 17-00351.

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

2017-116 Resolution of The Mayor And City Council Of The City Of Asbury Park Appointing The Asbury Park Brownfield Advisory Committee For The EPA Brownfields and Petroleum Hazardous Assessment Grants

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

2017-117 Authorizing an agreement with Passport for a mobile parking application

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

2017-118 2017-118 : Resolution Approving Change Order #2 for the Outfall Diffuser Project

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

2017-119 2017-119 : Resolution Authorizing Change Order #2 for the Wastewater Treatment Plant Generator Relocation Project

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

2017-120 Authorizing the City Manager/Purchasing Agent to award a contract for Sunset Lake pond management

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

2017-121 Authorizing Execution Of A Shared Services Agreement With Two Rivers Water Reclamation Authority for Technical Rescue Services

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

ORDINANCES

Introduction

2017-12 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing for this Ordinance is scheduled for April 12, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/12/2017 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2017-13 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Right Of Way Area (Air Space) Adjacent To The Property Located At 1107, 1105 And 1101 Main Street (Block 2804, Lot 5.01 F/K/A Block 2804, Lots 5, 6 & 7, Respectively)

Public hearing for this Ordinance is scheduled for April 12, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/12/2017 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2017-14 An Ordinance of the City of Asbury Park Revising Chapter VII "Traffic" of the Code of the City of Asbury Park

Public hearing for this Ordinance is scheduled for April 12, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/12/2017 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2017-11 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Motion made by Deputy Mayor Quinn to open Ordinance 2017-11 to the public and seconded by Council Member Kendle. All were in favor.

The following members of the public spoke: Rita Marano and Ernest Mignoli.

Motion made by Deputy Mayor Quinn to close Ordinance 2017-11 to the public and seconded by Council Member Kendle. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:00 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Mar 22, 2017 7:00 PM (Minutes)



RESOLUTION NO. 2017-123

**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 April 12, 2017 the following Special Events Applications were presented for approval by the Director of Recreation:

Ascension Party Festival
Bring Joe Home
Second Baptist Church Community Day
April Icebreaker
NJ AIDS walk
2017 Coast the Coast Bike MS Ride
Jersey Pride
Funday Barack Obama Elementary School
Community Field Day
Weddings:
 Elsman/Culmone 4/29
 Mueller/Papalcone 6/23

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, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-123 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: ASCENSION PARTY FESTIVAL

DATE(S): AUGUST 5, 2017 Rain Date: AUGUST 6, 2017
HOURS OF EVENT: From NOON To: 8 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

ATLANTIC
Sunset Park across from the Asbury Hotel

Name of Applicant/Organization: Fund in The Sun Foundation
Address: 727 Smith Ridge Rd New Canaan CT 06840
Contact: Eric von Kuersteiner Phone: 917 532 1820
Fax: _____ Email: thepineseric@gmail.com
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 20-4337639
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

LGBT fundraiser dance party and festival.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: special event apps 412 (2017-123 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes ☒ No ☐ If yes, please explain Liquor will be available for purchase.NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1000ADMISSION CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH 49 regular, 99 VIPVENDOR CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☐ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We will use a combination of paid and volunteer staff

to provide security and event staff. We will have a back of the house area to separate and handle all refuse as well as providing seperate bins for recyclable material.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Putting up and taking down barricades around the park.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

E. von Kuersteiner
Signature of Applicant

Date

Eric von Kuersteiner
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

Attachment: special event apps 412 (2017-123 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Bring Joe Home

DATE(S): May 17th - May 20th Rain Date: _____

HOURS OF EVENT: From 4 pm To: 4 pm (24hrs per day)

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Boardwalk near 2nd street entrance

Name of Applicant/Organization: Covenant House New Jersey

Address: 330 Washington St. Newark, NJ 07102

Contact: Sue Monteiro Phone: 908 377-9481

Fax: _____ Email: smonteiro@ymail.com

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 13-3537710

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Fundraising

event to benefit Covenant House's Monmouth County program.

Joe Leone will sleep outside on the AP Boardwalk to

raise funds and awareness for CH. He will be present for a

total of up to 3 days/ nights.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1 participantADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: There will be paid evening (10pm-6 AM)
Security present from May 17th to May 20th.
Only cleanup is to remove sleeping bags and cardboard boxes
post event. CH will take care of clean up.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: USE OF 2nd street
restrooms.

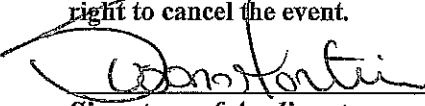
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.


 Signature of Applicant

2-10-17
 Date

Joshua Monteiro
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Second Baptist Church Community Day

DATE(S): 6/17/17 Rain Date: _____
HOURS OF EVENT: From 10:00 AM To: 4:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Ave Park

Name of Applicant/Organization: Second Baptist Church of Asbury Park

Address: 124 Atkins Ave Asbury Park N.J.

Contact: Tim Harris Phone: 732-890-6960

Fax: _____ Email: _____

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: NJ 3-007-833/000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Community day for residents. Will provide lunch, clothing giveaway, activities for children, info. on church events, such as Vacation Bible School, etc.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

Park will be cleaned by church members after ward. All activities will be restricted to the park area and supervised by church members

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NoneNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Tim Harris
Signature of Applicant2/10/17
DateTimothy Harris - Trustee Second Baptist Church of A.P.
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leasha Floyd at 732.502.5759 or Leasha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Asbury IceBreaker

DATE(S): Saturday, Jan 17th 2017 Rain Date: n/a
HOURS OF EVENT: From 7am To: 2pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Use of Ocean/Beach along side of Convention hall for swim, beach between Casino and Hall.

Name of Applicant/Organization: Team New York Agencies, Inc.

Address: 345 West 55th St. Apt. 9F New York, NY 10019

Contact: Scott Jordan Phone: 860-306-8576

Fax: _____ Email: mr.scottjordan@gmail.com

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: 5, 1 mile, + 2 mile open water swim. 2 laps around buoys directly in front of beach. Start and finish on beach.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$35VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Hiring beach lifeguards. Volunteers will clean up. No traffic control.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Lifeguards.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: New Jersey AIDS Walk

DATE(S): May 7, 2017 Rain Date: /
HOURS OF EVENT: From 10:00 am To: 2:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Name of Applicant/Organization: The Center in Asbury Park
Address: 806 3rd Ave
Contact: Ruby Vornhagen Phone: C- 732-610-9957 W- 732-714-3416 x115
Fax: 732-775-5001 Email: quinn@vornhagen.net
Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22-3253558
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The NJ AIDS WALK
will begin at 1:00. Registration begins at 11:30. We will walk north on Main St
to Deal Lake Drive, make a right on Deal Lake Drive to the Boardwalk, right onto
Cookman, left on Main Street & back to The Center on 3rd

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

Attachment: special event apps 412 (2017-123 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 150ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:We will need barricades to put up on Main St & Third & Memorial Dr. and Third. They will

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

We will have signs along the route and a car leading the first walkers. There will be a car picking up the signs after the last walker. We have a Cleanup team at The Center.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

NONE -
NEED Barricades to be dropped off pleaseNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

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*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

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Patricia Quinn-Vornhager
Signature of Applicant3/9/2017
DatePatricia Quinn-Vornhager
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: 2017 "Coast The Coast" Bike MS Ride

DATE(S): 5/20/17 Rain Date: None
HOURS OF EVENT: From 8:00 AM To: 12:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

please see attached turn-by-turn directions

Name of Applicant/Organization: National MS Society, N.J. Metro Chapter

Address: 1490 US Hwy 9 North, Suite 301, Woodbridge, NJ 07095

Contact: Ann Ferraro Phone: 908-654-1560

Fax: 908-264-0771 Email: ANN@EVENTSWITHGINGER.COM

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 13-5661935

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: This is a fundraising bike ride where cyclists will bike through Asbury Park.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

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Attachment: special event apps 412 (2017-123 : Special Event Applications)

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City of Asbury Park Special Events Application

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
 Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1,000
 ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$30-40
 VENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR
 SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL
 AND DISPOSAL OF TRASH AND DEBRIS: volunteers at motorcycles
to guide cyclists, no traffic control or clean-up needed

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
 PROVIDED IN CONNECTION WITH THE EVENT: none

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Lisa Gallipoli
 Signature of Applicant

2/23/17
 Date

Lisa Gallipoli
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

Attachment: special event apps 412 (2017-123 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: Gay, Lesbian, Bisexual, Transgender Pride Parade and Festival

DATE(S): setup on June 3, 2017, festival/parade June 4, 2017 **Rain Date:** none X 4

HOURS OF EVENT: From setup from 6am on 6/3/17 all day **To:** festival/parade 7 am 6/4/17 until 7pm.

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT:

On June 4th, a parade will occur down Cookman Ave. and across Grand to Sunset and then into Bradley and Atlantic Parks. Both Bradley and Atlantic Park will be closed off with snow fencing and our main event will be contained within that area.

Name of Applicant/Organization: Jersey Pride, Inc.

Address: 321 Raritan Avenue, Highland Park, NJ 08904

Contact: Laura Pople **Phone:** 732-423-6197

Fax: _____ **Email:** laura.pople@gmail.com

Non-Profit? Yes xx No Tax Exempt Number EO-223321619

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING:

This is the same event as we have put on in Asbury Park for the past 25 years. Various performers will be on stage on Sunday, June 4th and vendors will be selling merchandise throughout the day on the 4th.

The parade will step off at noon and will run for approximately 1 hour, winding its way through the city (across Main Street to Cookman, west on Cookman Ave., North on Grand, and east on Sunset), arriving in the festival grounds at Atlantic and Bradley Parks where the festival will be already in progress. Festival setup begins at 7:30 and is open to patrons at 10:30. The festival ends at 7pm.

This is our 26th year running this event and in years past we have been fortunate that damages and injuries have been negligible. The stage will run from noon until seven with local bands performing. This stage is billed as suitable for family entertainment and the entertainers are vetted accordingly. The crowd tends to be fairly heterogeneous. We get young and old, men and women, gay and straight, locals and those from as far away as Florida, many families with children. More than fifty community groups participate and, by doing so, bring their constituencies. Weather permitting (this is a rain or shine event), we expect more than 3000 to attend. We advertise through press releases to the major press outlets in the state, through mailings to our

mailing list, and in gay publications in the tri-state area. We carry event insurance in accordance with the city's guidelines.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should show the dimensions of exhibit booths, structures, etc.***

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No xx If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 3,000

ADMISSION CHARGE? YES _____ **NO** xx **IF YES, HOW MUCH** _____

VENDOR CHARGE? YES xx **NO** _____ **IF YES, HOW MUCH** _____ **Vendor charges differ depending on type of vendor ranging from \$25 to \$150.**

WILL YOU REQUIRE A STREET CLOSING? YES xx **NO** _____ **Please Give Details:**

The streets of Ocean, Kingsley and Webb will be closed between Sunset and 5th Aves. during the duration of the festival on June 4th. As in previous years, Grand, from Cookman to Fifth, will be closed during the duration of the parade (approximately noon until 1pm); Cookman Ave from Main St. to Grand will be closed during the duration of the parade's time on it (approximately 12:15-1:15). Sunset Ave, from the boardwalk to Grand will be closed from 12:30 until the parade concludes (approximately 1:30), and the cross streets along the parade route will be temporarily blocked in turn, by barricades (staffed by traffic marshals) as the parade crosses each one.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

We will secure the perimeter of the festival grounds with snow fencing, leaving three points of egress. People can come and go through these entrances. Jersey Pride staff will be on duty at each of the gates.

Because this event includes a parade through town, there will be a period during which the city's traffic patterns will be interrupted. In the past, a police vehicle has led the parade and we would hope for the same this year. We will also require barricades at all the affected intersections. Jersey Pride parade marshals will be trained in use, timing and placement of the barricades and will be on site at each intersection during that intersection's involvement in the parade.

Our staff is experienced in running this event, having done so for the past 19 years. During that time, they have developed expertise in crowd and traffic control. Several members of Jersey Pride are trained in CPR and are EMTs. By virtue of our involvement in gay activism, we have an awareness of diversity and bias crime issues. To my knowledge, none of our staff will have had training in controlled searches. The event volunteers receive a handbook as part of their training that includes information about how to get first aid in the event they encounter a need for it, what to do about crowd and traffic control, and other pertinent information.

We provide separate trash receptacles and recyclable receptacles on the festival site. We also provide a dumpster that will be filled during the event with trash and debris. We collect the recyclables at the end of the day for pickup.



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: Fun Day Barack Obama E.S.

DATE(S): 5/20/17 Rain Date: _____

HOURS OF EVENT: From 10 am To: 3 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Sunset Park

Name of Applicant/Organization: Barack Obama Elementary Sch.
 Address: 1300 Bangor Ave Asbury Park NJ 07712
 Contact: Racquel M. Ellis Phone: 732 776 2535 EXT 2021
 Fax: 732 775 1428 Email: matture.asburypark.k-12.NJ-45
 Non-Profit? Yes ☐ No ☐ Tax Exempt ID Number: 216 000 111
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Fun day for the community we are having a little moon walk, obstacle course, slide, popcorn machines, cotton candy and ice cream, we will be having a Washington cutting contest, bean eating contest, soda drinking contest.
 On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

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Attachment: special event apps 412 (2017-123 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
 Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: we would like garbage can on the park and our to provide that and and easy clean up after the event.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Police AHA, Chief come resources, New Belhel Chevrolet, lawn service

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

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*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

8/27/17
Date

Racquel Mathis
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: Community Field Day: The Club in the Park

DATE(S): April 17, 2017 Rain Date: April 24, 2017
HOURS OF EVENT: From 12pm To: 4pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Avenue Park

Name of Applicant/Organization: Boys & Girls Clubs of Monmouth County

Address: 1201 Monroe Ave, Asbury Park, NJ

Contact: Isiah Jones Phone: 732-775-7862

Fax: 732-775-4065 Email: isiah@bgcmonmouth.org

Non-Profit? Yes X No _____ Tax Exempt ID Number: 21-0694373

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Boys & Girls Clubs of Monmouth County will provide games and activities for our members and youth in the community who sign up in advance. In addition to the games and activities, we will be providing information about programs the Club is offering to youth in Asbury Park and the surrounding area.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

Attachment: special event apps 412 (2017-123 : Special Event Applications)

City of Asbury Park Special Events Application

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WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 120ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: 6 of the Boys & Girls Clubs of Monmouth County's staff will be assigned to work in the park at this event. At the conclusion of the event staff will be tasked with cleaning up any trash that was left due to the youth participating in the event. Members will be advised not to bring anything to eat because they will eat prior to their arrival

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Access to electricity for our PA system

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Isiah Jones
Signature of Applicant

3/15/17
Date

Isiah Jones
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

City of Asbury Park Wedding Application

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

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

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

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

Wedding Date: 4/29/17 Ceremony start time: 3pm

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

Location of Ceremony: On Beach between Asbury Ave & 1st Avenue

Names of Couple getting married: Maureen Elzman & Daniel Culmone

Address: 1309 5th Avenue City, State, Zip Code Neptune, NJ 07753

Day Phone: 732-300-7972 Evening Phone: 732-300-7972

E-mail Address: danielculmone@yahoo.com

Other Pertinent Information

Number in wedding party: 4

Number of people attending wedding ceremony 50

Will any of the following equipment be used:

PA System: _____ yes ☒ no

Chairs: _____ yes ☒ no If yes, how many _____

Archway: ☒ yes _____ no

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

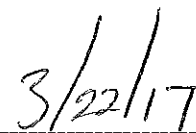
Other _____

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

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



 Signature of Applicant



 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: special event apps 412 (2017-123 : Special Event Applications)

City of Asbury Park Wedding Application

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

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

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

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

Wedding Date: 06/23/2017 Ceremony start time: 6pm

Setup time: 5:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: North Beach

Names of Couple getting married: Elizabeth Mueller & Greg Papalcone

Address: 1203 Heck St #1 City, State, Zip Code Asbury Park, NJ 07711

Day Phone: 732-600-5263 Evening Phone: _____

E-mail Address: eam0314@gmail.com

Other Pertinent Information

Number in wedding party: 2

Number of people attending wedding ceremony 50-60

Will any of the following equipment be used:

PA System: _____ yes ☒ no

Chairs: ☒ yes _____ no If yes, how many 24

Archway: ☒ yes _____ no

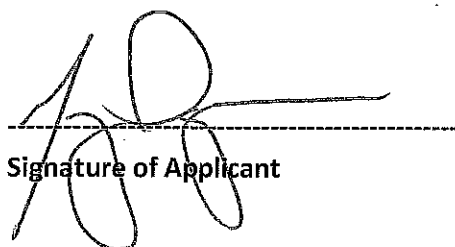
Canopy/tent: _____ yes ☒ no (if larger than 30x30, a fire permit is required)

Attachment: special event apps 412 (2017-123 : Special Event Applications)

Other _____

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

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



 Signature of Applicant

03/22/17

 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: special event apps 412 (2017-123 : Special Event Applications)



RESOLUTION NO. 2017-124

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

RESOLUTION AUTHORIZING TAX COLLECTOR TO PREPARE AND DELIVER ESTIMATED 2017 3RD QUARTER TAX BILLS

WHEREAS, notwithstanding any provisions of the law, rules or regulations to the contrary, whenever a municipal governing body determines that the tax collector will be unable to complete the mailing or delivery of the final tax billing; and

WHEREAS, the municipal budget has not been adopted at this time, the city may by resolution of the governing body choose to send 3rd quarter estimated tax bills; and

WHEREAS, pursuant to N.J.S.A. 54:4-67 this 3rd quarter estimated bill shall be due 25 days from the date it was mailed; and

WHEREAS, any payment received after the 25th day shall be considered delinquent and subject to interest calculated from the statutory due date of August 1st to the date of payment, which is in accordance with New Jersey state statutes.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park to authorize the tax collector to prepare and deliver the 2017-3rd quarter estimated bills, if necessary.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-124 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2017-125**

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

**RESOLUTION AUTHORIZING TYRONE A YOUNG, TAX COLLECTOR TO
COMPLETE APPLICATION TO PARTICIPATE IN 2017 ELECTRONIC TAX SALE
PROCESS**

WHEREAS, N.J.S.A. 54:5-19, authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services; and

WHEREAS, the Director of the Division of Local Government Services has promulgated rules and regulations for pilot programs; and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct pilot programs; and

WHEREAS, the rules and regulations authorize a municipality to submit an application for participation in the pilot program for an electronic tax sale; and

WHEREAS, Tax Collector, Tyrone A. Young has advised that an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and

WHEREAS, it is recommended that Tyrone A. Young be authorized to complete the necessary application for the City of Asbury Park to participate in the electronic tax sale program; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Asbury Park that the City of Asbury Park wishes to participate in the pilot program for an electronic tax sale; and

BE IT FURTHER RESOLVED that Tyrone A. Young, Tax Collector shall and hereby is authorized to complete an application to participate in the electronic tax sale program and submit same to the Director of the Division of Local Government Services.

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

NO. 2017-125 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2017-126**

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

RESOLUTION TO AUTHORIZE YEAR END 2017 TAX SALE

WHEREAS, pursuant to P.L. 1997, Chapter 99, a municipality may hold a tax lien sale within the last month of a calendar year for any unpaid taxes or other municipal liens or charges that are in arrears as of the 11th day of the eleventh month of the calendar year; and

WHEREAS, the Tax Collector has advised the City Council that it is advisable for the City to hold such sale during December of 2017 in order to maximize the percentage tax collection rate in calendar year 2017, and minimize the budget requirement for the Reserve for Uncollected Taxes in calendar year; and

WHEREAS, the Council acknowledges that all proper notification of taxpayers will still be made in accordance with applicable State regulations and that all taxpayers will be given ample opportunities to bring their accounts up to date;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park that the Tax Collector is hereby authorized and directed to schedule and conduct a tax sale during December, 2017, for all taxes and municipal charges unpaid as of November 11, 2017.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-126 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-127

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

RESOLUTION APPROVING 2017 TAX SALE COSTS

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, the rules and regulations require a municipality to send three (3) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of up to \$25.00 per notice for the creation, printing and mailing of said notice; and

WHEREAS, Pursuant to N.J.S.A. 54:5-38, the officer conducting a tax sale shall collect and pay into the municipal treasury a fee for all costs incurred by the municipality in holding the sale. The amount of fee so paid shall be 2% of the existing lien as stated in NJSA 54:4-19 and 54:5-2 but not less than \$15.00 and not more than \$100.00 for each parcel in the sale.

WHEREAS, the City of Asbury Park wishes to charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base and 2% of the existing lien as stated in N.J.S.A. 54:4-19 and 54:5-2 but not less than \$15.00 and not more than \$100.00 for each parcel in the sale.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Asbury Park that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2017 electronic tax sale.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-127 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2017-128**

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

**RESOLUTION TO DEFER P.I.L.O.T. ERRONEOUSLY BILLED FROM 2017 TAX
SALE**

WHEREAS, the City of Asbury Park had undertaken the P.I.L.O.T. Program (the “Program”) consisting of the redevelopment of the City of Asbury Park; and

WHEREAS, over 300 homeowners were participants in the above-mentioned program;
and

WHEREAS, previous years were billed incorrectly for various parcels; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park that if such property is deemed erroneously billed for their P.I.L.O.T. charges, they will be deferred from the tax sale for the year 2017.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-128 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-129

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2017 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 2017 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 2017 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	<u>From</u>	<u>To</u>
Current Fund:		
U Drive U Text U Pay	\$0.00	\$5,500.00
Mayor S&W	19,000.00	22,000.00
Central Functions	12,000.00	17,000.00
Data Processing S&W	1,000.00	40,000.00
Communications OE	8,000.00	11,000.00
Cable TV Advisory Comm.	6,562.00	12,000.00
Construction Code S&W	184,000.00	220,000.00
Police S&W	4,772,000.00	5,200,000.00
Fire OE	75,000.00	118,000.00
Fire Hydrant Services	67,000.00	97,000.00
Streets and Roads OE	190,000.00	240,000.00
Solid Waste OE	500,000.00	700,000.00
Buildings & Grounds OE	25,000.00	37,500.00
Senior Citizens OE	20,000.00	29,500.00
Library S&W	173,000.00	185,000.00
Library OE	62,500.00	75,000.00

Pension Adjustment Fund	7,216.00	27,492.00
Defined Contribution Plan	1,273.00	4,850.00
Court S&W	80,000.00	150,000.00
Bond Interest	270,000.00	315,000.00
Tax Assessor	24,793.00	52,000.00

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-129 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-130

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

RESOLUTION APPROVING THE 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 \$6,106,049.21

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	\$ 5,542,012.21
BOARD OF EDUCATION	\$ 564,037.00
TOTAL VOUCHERS	\$ 6,106,049.21

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-130 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK

April 5, 2017
09:33 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed to 7-Last Held: Y Aprv: N Rcvd: Y
Range: 6-First Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
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: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
6-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
WBMASON W.B.MASON CO., INC.	16-04116 I42055381,I42773574;MAT,CHILL,			556.38	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			556.38		
	Department Total: CABLE TV ADVISORY COMMITTEE			556.38		
	CAFR Total:			556.38		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
6-01-25-240-000-207	POLICE Clothing Allowance					
LANASO LANIGAN ASSOCIATES. INC.	16-04316 #92896:RETIRED SERGEANT SMITH			775.00	0.00	
	Extd Total: POLICE DEPARTMENT			775.00		
	Department Total: POLICE DEPARTMENT			775.00		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
6-01-25-265-000-201	FIRE DEPT. General Plant					
VISNUR VISITING NURSES ASSN. OF CENTR	16-03552 2016 Flu Shots			70.00	0.00	
WIRCOM WIRELESS COMMUNICATIONS &	16-04256 #M57491 Instl Tablet 8359			2,389.20	0.00	
				2,459.20		
6-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
ALLAMT ALL AMERICAN TURF INC.	17-00960 Inv 33380 Repair saw open inv			123.49	0.00	
6-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN ALL HANDS FIRE EQUIPMENT, LLC	16-00221 Blanket PO 2016 cloth allow			5,440.00	0.00	B
	Extd Total: FIRE DEPARTMENT			8,022.69		
	Department Total: FIRE DEPARTMENT			8,022.69		
	CAFR Total:			8,797.69		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
6-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
IMPBAG IMPERIAL BAG & PAPER CO., LLC	16-04282 #3105823:Foam Cups & Bags			223.32	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			223.32		
	Department Total: STREETS & ROADS MAINTENANCE			223.32		
	CAFR Total:			223.32		

Attachment: Bill List 4.12.17 (2017-130 : Payment of Bills)

April 5, 2017
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CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
6-01-55-001-000-025	Resrve for Master Plan					
CLACAN	CLARKE CATON & HINTZ	17-01001	#66959:Master Plan	465.06	0.00	
	Extd Total: TAXES PAYABLE:			465.06		
	Department Total: TAXES PAYABLE:			465.06		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			465.06		
	Fund Total: CURRENT			10,042.45		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
6-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
INTTRA	INTELLIGENT TRAFFIC SUPPLY	16-03333	Traffic Light Kingsley	3,149.00	0.00	
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			3,149.00		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			3,149.00		
	CAFR Total:			3,149.00		
	Fund Total: PARKING UTILITY: BUDGET:			3,149.00		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
6-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
TRABEA	TRANS-BEARING CO. INC.	16-02094	Various Parts, Supplies, etc	215.12	0.00	B
JEMIND	JEM INDUSTRIAL SERVICES, INC.	17-00874	#15-1243 Heavy Duty Liner Bags	375.49	0.00	
				590.61		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			590.61		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			590.61		
	CAFR Total:			590.61		
	Fund Total: SEWER UTILITY: BUDGET:			590.61		
	Year Total:			13,782.06		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
7-01-20-100-000-201	ADMINISTRATION General Plant					
SHIINT	SHI INTERNATIONAL CORP	17-00542	Invoice B06079889 warranty	16.17	0.00	
VERIZON	VERIZON WIRELESS	17-01258	2/26-3/25/17 INV#9782808317	302.75	0.00	
				318.92		
7-01-20-100-000-202	ADMINISTRATION Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	17-00899	Ink pad for stamper	13.00	0.00	

Attachment: Bill List 4.12.17 (2017-130 : Payment of Bills)

April 5, 2017
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CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 3

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
7-01-20-100-000-202	ADMINISTRATION Office Supplies		Continued			
WBMASON W.B.MASON CO., INC.		17-00988	office furniture	<u>1,713.97</u>	0.00	
				1,726.97		
7-01-20-100-000-209	ADMINISTRATION Fees					
GFORAY GFOA OF NJ		17-00903	#300001714:20017 MEMBERSHIP	90.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00967	#16024:PMT. 17 OF 60 (APRIL)	415.22	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00970	#16024:PMT. 16 OF 60 (MARCH)	<u>415.22</u>	0.00	
				920.44		
7-01-20-100-000-248	ADMINISTRATION Postage					
MARBUS MARLIN BUSINESS BANK		17-01117	#14858887:CONTRACT PAYMENT	397.00	0.00	
	Extd Total: ADMINISTRATION			3,363.33		
	Department Total: ADMINISTRATION			3,363.33		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
7-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON W.B.MASON CO., INC.		17-00838	clerk office supplies	13.87	0.00	
7-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
CENJES CENTRAL JERSEY REGISTRAR'S		17-01009	2017 Membership Cindy & Melody	40.00	0.00	
MUNCLR MUNICIPAL CLERK'S ASSOC.OF MON		17-01078	2017 Membership Dues-Cindy/Mel	<u>150.00</u>	0.00	
				190.00		
	Extd Total: MUNICIPAL CLERK			203.87		
	Department Total: MUNICIPAL CLERK			203.87		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
7-01-20-130-000-201	FINANCE General Plant					
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00967	#16024:PMT. 17 OF 60 (APRIL)	215.55	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00970	#16024:PMT. 16 OF 60 (MARCH)	<u>215.55</u>	0.00	
				431.10		
7-01-20-130-000-202	FINANCE Office Supplies					
WOLKLU WOLTERS KLUWER LAW & BUSINESS		17-00333	#06694780:2017 PAYROLL GUIDE	561.00	0.00	
STAPLE STAPLES ADVANTAGE		17-00463	#3329605157:OFFICE SUPPLIES	<u>251.64</u>	0.00	
				812.64		
	Extd Total: FINANCIAL ADMINISTRATION			1,243.74		
	Department Total: FINANCIAL ADMINISTRATION			1,243.74		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
7-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON W.B.MASON CO., INC.		17-00848	office supplies 03/03/17	295.88	0.00	

Attachment: Bill List 4.12.17 (2017-130 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 4

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
7-01-20-145-000-202	TAX REV ADMIN Office Supplies		Continued			
WBMASON	W.B.MASON CO., INC.	17-00969	Purell sanitizer/wipe	47.54	0.00	
				343.42		
7-01-20-145-000-216	TAX REV ADMIN Supplies-Compu.					
ONSITE	ON-SITE COMPUTER SERVICE	17-00929	2GB Ram install/total cleanup	49.99	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			393.41		
	Department Total: TAX REVENUE ADMINISTRATION			393.41		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
7-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
CONCON	CONSTANT CONTACT, INC.	17-00902	#7XGSL9DAB6517:1 YR. EMAL LIST	814.50	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	17-00945	quality of life flyers	78.00	0.00	
VERZON	VERIZON BUSINESS	17-01055	#354477004000156:3/13-4/12	104.99	0.00	
VERZON	VERIZON BUSINESS	17-01229	732774518145334y:3/22-4/21	41.90	0.00	
VERIZON	VERIZON WIRELESS	17-01258	2/26-3/25/17 INV#9782808317	33.82	0.00	
				1,073.21		
	Extd Total: DIRECTOR OF COMMUNICATIONS			1,073.21		
	Department Total: DIRECTOR OF COMMUNICATIONS			1,073.21		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
7-01-20-155-000-209	LEGAL SERVICES Fees					
MCMSO	MCMANIMON, SCOTLAND&BAUMANN, LLC	17-00863	#145415: REDEVELOPMENT PLAN	700.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	17-00865	Svcs. January 2017 General	7,384.00	0.00	
				8,084.00		
	Extd Total: LEGAL SERVICES			8,084.00		
	Department Total: LEGAL SERVICES			8,084.00		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
7-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
LINCOR	LINKEDIN CORPORATION	17-00412	RENEWAL OF LYNDAPRO	1,750.00	0.00	
TRICIT	TRI CITY NEWS	17-00815	1/2 PAGE AD - 2 WEEKS	420.00	0.00	
				2,170.00		
	Extd Total: CABLE TV ADVISORY COMMITTEE			2,170.00		
	Department Total: CABLE TV ADVISORY COMMITTEE			2,170.00		
	CAFR Total:			16,531.56		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
7-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR	ST SHORTHAND REPORTING SERVICE	17-01080	Invoice 634389 Planning Board	250.00	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	17-01092	Invoice 633414 Planning Bd.	125.00	0.00	

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7-01-21-180-000-201	PLANNING BOARD General Plant		Continued			
VERIZON	VERIZON WIRELESS	17-01258	2/26-3/25/17 INV#9782808317	125.73	0.00	
				500.73		
	Extd Total: PLANNING BOARD			500.73		
	Department Total: PLANNING BOARD			500.73		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
7-01-21-185-000-209	ZONING BOARD Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00967	#16024:PMT. 17 OF 60 (APRIL)	200.97	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00970	#16024:PMT. 16 OF 60 (MARCH)	200.97	0.00	
ASBPAK	ASBURY PARK PRESS	17-01068	#0001920691 Zoning Board	53.70	0.00	
				455.64		
	Extd Total: ZONING BOARD OF ADJUSTMENT			455.64		
	Department Total: ZONING BOARD OF ADJUSTMENT			455.64		
	CAFR Total:			956.37		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
7-01-22-195-000-299	CODE ENFORCE Misc.					
WATSPR	WATCHUNG SPRING WATER CO., INC.	17-00855	New Account Cooler & Water	54.43	0.00	
THEHAR	THE HARDWARE STORE	17-01045	#1140264:SUPPLIES	19.71	0.00	
VERIZON	VERIZON WIRELESS	17-01258	2/26-3/25/17 INV#9782808317	828.13	0.00	
				902.27		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			902.27		
	Department Total: CODE ENFORCEMENT AND ADMIN.			902.27		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
7-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
NJSTPL	NJ STATE PLUMBING INSP. ASSOC.	17-00229	2017 ASSOCIATION DUES	75.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00967	#16024:PMT. 17 OF 60 (APRIL)	189.66	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00970	#16024:PMT. 16 OF 60 (MARCH)	189.66	0.00	
VERIZON	VERIZON WIRELESS	17-01258	2/26-3/25/17 INV#9782808317	265.57	0.00	
				719.89		
	Extd Total: CONSTRUCTION CODE OFFICIAL			719.89		
	Department Total: CONSTRUCTION CODE OFFICIAL			719.89		
	CAFR Total:			1,622.16		

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Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
7-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		17-01113	HEALTH COVERAGE APRIL 2017	494,834.57	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			494,834.57		
	Department Total: EMPLOYEE GROUP INSURANCE			494,834.57		
	CAFR Total:			494,834.57		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
7-01-25-240-000-201	POLICE General Plant					
THEHAR THE HARDWARE STORE		17-00179	Blanket	10.84	0.00	B
RADSHAK RADIOSHACK CORP. CREDIT SERV.		17-00441	Enercell CR-P2 Lithium Battery	31.98	0.00	
STAPLE STAPLES ADVANTAGE		17-00644	TIME CLOCK	145.99	0.00	
LANASO LANIGAN ASSOCIATES. INC.		17-00939	Transfer Fee & Shipping/	75.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00967	#16024:PMT. 17 OF 60 (APRIL)	298.39	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00970	#16024:PMT. 16 OF 60 (MARCH)	298.39	0.00	
GABCAR GABRIEL CARRASQUILLO		17-01130	Statement taken on Sexual	16.00	0.00	
				876.59		
7-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.		17-00841	I42306509,I42338403:Office	82.21	0.00	
WBMASON W.B.MASON CO., INC.		17-00938	#I42467512 File Organizer	6.17	0.00	
				88.38		
7-01-25-240-000-203	POLICE Motor Vehicle					
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		17-00688	Blanket Car Repairs	702.86	0.00	B
RICAUT RICH'S AUTO BODY		17-00936	#10047 Towed Unit 23	20.00	0.00	
RICAUT RICH'S AUTO BODY		17-01007	#10060 towed Car 23	20.00	0.00	
				742.86		
7-01-25-240-000-216	POLICE Supplies-Compu.					
DELCOM DELL MARKETING L.P.		17-00417	#10147423139 Opt Plex	1,252.16	0.00	
DYNIMA DYNAMIC IMAGING SYSTEM		17-00418	#U1DIGCAM-Asbury PD 161229	3,123.00	0.00	
				4,375.16		
7-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &		17-00934	#M57468 Mobile Data Contract	1,220.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-01003	#9384 - #9386 Digital Copier	432.97	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-01004	#9384 -#9386 Digital Copier	432.97	0.00	
VERIZON VERIZON WIRELESS		17-01018	#9781478828 Current Charges	103.74	0.00	
VERZON VERIZON BUSINESS		17-01127	#150512227-17069 Current	197.14	0.00	
VERZON VERIZON BUSINESS		17-01220	#201202871812131Y:3/16-4/15	1,608.70	0.00	
VERIZON VERIZON WIRELESS		17-01222	9782390471 2/20 - 3/19	1,128.49	0.00	
VERIZON VERIZON WIRELESS		17-01258	2/26-3/25/17 INV#9782808317	241.12	0.00	
				5,365.13		

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7-01-25-240-000-237	POLICE Accredadation					
THEROG THE ROGERS GROUP, LLC		17-00836	#3836 Specialized Services Law	4,158.33	0.00	
	Extd Total: POLICE DEPARTMENT			15,606.45		
	Department Total: POLICE DEPARTMENT			15,606.45		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
7-01-25-265-000-201	FIRE DEPT. General Plant					
NJFIRE NJ FIRE EQUIPMENT COMPANY		17-00156	#53296 Voltage Detectors	390.00	0.00	
HERCRY HERITAGE-CRYSTAL CLEAN, LLC		17-00743	Inv 14437902	376.65	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		17-00829	Lockout Bill forms printed	240.00	0.00	
CINCOR CINTAS CORPORATION #062		17-00831	Inv 42F125549 (shop towels)	81.95	0.00	
ONSITE ON-SITE COMPUTER SERVICE		17-00909	Inv 270225280 computer set up	450.00	0.00	
CINCOR CINTAS CORPORATION #062		17-00910	Inv 42F127165 shop towels	81.95	0.00	
AIRUSA AIRGAS USA, LLC		17-00911	Inv 9060019358 Med O2	84.03	0.00	
MERHEA MERIDIAN HEALTH SYSTEM		17-00961	Inv 409584 new hire physicals	1,199.00	0.00	
GRAING GRAINGER		17-00989	AA Batteries	224.90	0.00	
VERIZON VERIZON WIRELESS		17-01258	2/26-3/25/17 INV#9782808317	762.12	0.00	
				3,890.60		
7-01-25-265-000-202	FIRE DEPT. Office Supplies					
GRAING GRAINGER		17-01020	laminating pouches	15.40	0.00	
7-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		17-00912	Inv #514463 halogen lamp	29.97	0.00	
7-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00967	#16024:PMT. 17 OF 60 (APRIL)	83.31	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00970	#16024:PMT. 16 OF 60 (MARCH)	83.31	0.00	
				166.62		
	Extd Total: FIRE DEPARTMENT			4,102.59		
Extd: FIRE HYDRANT						
7-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.		17-01228	HYDRANT SVC. 1/25-2/23	32,472.00	0.00	
	Extd Total: FIRE HYDRANT			32,472.00		
	Department Total: FIRE DEPARTMENT			36,574.59		
	CAFR Total:			52,181.04		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
7-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR THE HARDWARE STORE		17-00296	various Supplies, Tools, etc	137.31	0.00	B
SUPWOR SUPPLYWORKS		17-00363	#392870218:Replacement Bags	151.31	0.00	
CLABLO CLAYTON BLOCK CO.		17-00407	various Supplies, Tools, etc	535.02	0.00	B
STAPLE STAPLES ADVANTAGE		17-00644	TIME CLOCK	145.99	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00967	#16024:PMT. 17 OF 60 (APRIL)	211.19	0.00	

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7-01-26-290-000-201	STREETS & ROAD General Plant		Continued			
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00970	#16024:PMT. 16 OF 60 (MARCH)	211.19	0.00	
STAVOLA STAVOLA COMPANIES		17-00973	#73483 Hot Mixed Asphalt	216.75	0.00	
				<u>1,608.76</u>		
7-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
EDWTIR EDWARDS TIRE CO.		17-00299	Service, Supplies, Tools, etc	718.60	0.00	B
THEHOS THE HOSE SHOP		17-00300	Various Supplies, Tools, etc	573.58	0.00	B
MANGEN FRED GRIFFITH		17-00301	Service, Supplies, Tools, etc	125.00	0.00	B
THEHAR THE HARDWARE STORE		17-00302	Various Supplies, Tools, etc	21.54	0.00	B
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		17-00303	Various Supplies, Tools, etc	104.17	0.00	B
NATPAR NATIONAL PARTS SUPPLY, INC.		17-00305	Various Supplies, Tools, etc	598.81	0.00	B
ALLDIE ALLIED DIESEL SERVICE CORP.		17-00306	Service, Supplies, Tools, etc	60.00	0.00	B
FOSCOM FOSTER & COMPANY, INC.		17-00729	879946,880089,114089:SUPPLIES	314.53	0.00	
MONARCH MONARCH ELECTRIC COMPANY		17-00823	#s107413905 Cord Connector	19.46	0.00	
JACDOH JACK DOHENY COMPANIES		17-00828	#c95187 Air Actuated 2", etc	569.00	0.00	
EDWTIR EDWARDS TIRE CO.		17-00869	#139256:Goodyear Tires	1,377.82	0.00	
OMASTA OMAHA STANDARD, INC.		17-00890	Labor and Material	778.85	0.00	
				<u>5,261.36</u>		
7-01-26-290-000-211	STREETS & ROAD Traffic					
THEHAR THE HARDWARE STORE		17-00867	#1130197 Non-TXC VNY340D 1/20	113.52	0.00	
MONARCH MONARCH ELECTRIC COMPANY		17-00926	#s107484308 Switch Utility Cvr	46.92	0.00	
THEHAR THE HARDWARE STORE		17-00927	#1135445 Stripe White Paint	105.44	0.00	
				<u>265.88</u>		
7-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
DAVRUG DAVISON'S RUGS		17-00521	Supply & Install	3,483.83	0.00	
WATEAS WATERLOGIC EAST LLC		17-00732	#CNIN045665E Infiniti Rental	36.35	0.00	
VERIZON VERIZON WIRELESS		17-01258	2/26-3/25/17 INV#9782808317	789.22	0.00	
				<u>4,309.40</u>		
7-01-26-290-000-222	STREETS & ROAD Training					
PUBWOR PUBLIC WORKS ASSN. OF NJ		17-00539	Registration: 2017 Exposition	80.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			11,525.40		
	Department Total: STREETS & ROADS MAINTENANCE			11,525.40		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
7-01-26-305-000-209	SOLID WASTE Fees					
RUBREC RUBBERCYCLE LLC		17-00822	#60989 Tires, delivered 2/27	104.00	0.00	
MONWIR MONMOUTH WIRE & COMPUTER		17-00827	#15758 Disposal of Electronics	500.00	0.00	
TRECTY TREASURER CTY OF MONMOUTH		17-00876	#39900 Reclamation Center	884.34	0.00	
MICBEN MICKEY BENOIT		17-00880	1047167,1047095,1047249:Brush,	750.60	0.00	
DELDEM DELISA DEMOLITION, INC.		17-01028	#108356 Tipping Fees 3/1-15/17	22,869.52	0.00	
DELDEM DELISA DEMOLITION, INC.		17-01071	#108300 Asphalt FCI 3/10	661.04	0.00	
DELDEM DELISA DEMOLITION, INC.		17-01149	#108314 Construction Debris	1,835.74	0.00	
DELDEM DELISA DEMOLITION, INC.		17-01150	#108306 Asphalt FCI	603.20	0.00	
				<u>28,208.44</u>		

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7-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM DELISA DEMOLITION, INC.	17-01153 #109811 Monthly Service			36,333.33	0.00	
	Extd Total: SOLID WASTE COLLECTION			64,541.77		
	Department Total: SOLID WASTE COLLECTION			64,541.77		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
7-01-26-310-000-201	BUILDING & GND General Plant					
THEHAR THE HARDWARE STORE	17-00216 Various Supplies, Tools, etc			255.62	0.00	B
STASUP STANDARD SUPPLY CO. INC.	17-00222 Various Supplies, Tools, etc			419.26	0.00	B
THEHAR THE HARDWARE STORE	17-00297 Various Supplies, Tools, etc			351.53	0.00	B
MOCHOL MOCEAN HOLLOW METAL AND	17-00408 Lumber, etc			735.00	0.00	
QUEVAC QUEEN VACUUM & SEWING MACHINE	17-00873 #5171 Outer Bag Assembly			29.99	0.00	
SHEWIL SHERWIN WILLIAMS	17-00881 #0153-4 Interior Paint 3/02			185.89	0.00	
MONARCH MONARCH ELECTRIC COMPANY	17-00889 #s107473164 Connector, etc			9.81	0.00	
				1,987.10		
7-01-26-310-000-218	BUILDING & GND Contract.Serv.					
WESPES WESTERN PEST SERVICES	17-00882 #4366718B Monthly Pest Control			230.00	0.00	
AIRSYS AIR SYSTEMS MAINTENANCE	17-00924 #38992 Labor, Material, etc			398.81	0.00	
BELPLU BELMAR PLUMBING & HEATING INC	17-00980 #3318 Labor/Svc Call 3/3			240.00	0.00	
HARSTE HARTFORD STEAM BOILER INSPECT.	17-01207 #1118706 Certificate Fee			145.00	0.00	
				1,013.81		
	Extd Total: BUILDINGS & GROUNDS			3,000.91		
	Department Total: BUILDINGS & GROUNDS			3,000.91		
	CAFR Total:			79,068.08		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
7-01-27-345-000-201	SOCIAL SERVICES General Plant					
VERIZON VERIZON WIRELESS	17-01258 2/26-3/25/17 INV#9782808317			133.03	0.00	
	Extd Total: SOCIAL SERVICES:			133.03		
	Department Total: SOCIAL SERVICES:			133.03		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
7-01-27-350-000-201	SENIOR CENTER General Plant					
CABLE CABLEVISION OF NYC	17-01115 #07866196932017:3/15-4/14			127.18	0.00	
VERIZON VERIZON WIRELESS	17-01258 2/26-3/25/17 INV#9782808317			87.82	0.00	
				215.00		
7-01-27-350-000-299	SENIOR CENTER Misc.					
FRASCA FRANCIS H. SCALESSA	17-00101 Quote for Yoga Classes 2017			120.00	0.00	B
	Extd Total: SENIOR CENTER			335.00		
	Department Total: SENIOR CENTER			335.00		
	CAFR Total:			468.03		

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Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
7-01-28-370-000-299	RECREATION Misc.					
PROCOR	PROWIN CORPORATION	17-00153	#S7050012:karate patches	361.75	0.00	
VERIZON	VERIZON WIRELESS	17-01258	2/26-3/25/17 INV#9782808317	41.91	0.00	
				403.66		
	Extd Total: RECREATION SERVICES & PROGRAM			403.66		
	Department Total: RECREATION SERVICES & PROGRAM			403.66		
	CAFR Total:			403.66		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
7-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	17-01112	SERVICE 2/14-3/16	9,697.88	0.00	
JCPL	JCPL	17-01121	SERVICE 2/24-3/23	9,174.78	0.00	
JCPL	JCPL	17-01232	SERVICE 2/28-3/24	2.77	0.00	
				18,875.43		
	Extd Total: LIGHT, HEAT & POWER			18,875.43		
Extd: STREET&TRAFFIC LIGHTING						
7-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	17-01054	SERVICE 2/21-3/21	19,728.37	0.00	
JCPL	JCPL	17-01110	SERVICE 2/23-3/23	74.25	0.00	
JCPL	JCPL	17-01121	SERVICE 2/24-3/23	3,033.96	0.00	
JCPL	JCPL	17-01232	SERVICE 2/28-3/24	1,844.06	0.00	
				24,680.64		
	Extd Total: STREET&TRAFFIC LIGHTING			24,680.64		
	Department Total: LIGHTING			43,556.07		
Department: GASOLINE						
Extd: GASOLINE						
7-01-31-460-000-299	GASOLINE Misc.					
JSWAN	J. SWANTON FUEL OIL CO., INC.	17-01069	#271406 unleaded Fuel 3/16	4,928.64	0.00	
JSWAN	J. SWANTON FUEL OIL CO., INC.	17-01210	#271599 unleaded Fuel 3/24	4,144.53	0.00	
				9,073.17		
	Extd Total: GASOLINE			9,073.17		
	Department Total: GASOLINE			9,073.17		
	CAFR Total:			52,629.24		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
7-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00967	#16024:PMT. 17 OF 60 (APRIL)	83.31	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
7-01-43-490-000-201	MUNIC COURT General Plant		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00970	#16024:PMT. 16 OF 60 (MARCH)	83.31	0.00	
KEPSPR	KEPWELL SPRING WATER	17-01052	340739,342071:water/rental	23.85	0.00	
				190.47		
7-01-43-490-000-202	MUNIC COURT Office Supplies					
GREFIN	GREATAMERICA FINANCIAL SVCS.	17-01053	#20276116:mail machine	145.00	0.00	
7-01-43-490-000-245	MUNIC COURT Interpreter					
CRAINT	CRANEY'S INTERPRETING SVCS.	17-00950	#12188:interpreter	133.75	0.00	
CRAINT	CRANEY'S INTERPRETING SVCS.	17-00951	#12216:interpreter	202.50	0.00	
				336.25		
	Extd Total: MUNICIPAL COURT			671.72		
	Department Total: MUNICIPAL COURT			671.72		
	CAFR Total:			671.72		
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
7-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	17-01002	APRIL 2017 SCHOOL APPROP.	564,037.00	0.00	
7-01-55-001-000-007	TAX OVERPAYMENTS					
STEARL	STEVEN & ARLENE LEVENSON	17-00949	Refund per Reso2017-99 Dis Vet	6,002.71	0.00	
7-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
CITCOU	CITY OF ASBURY PARK	17-01252	RETURN RESTITUTION S-2015-1814	450.00	0.00	
	Extd Total: TAXES PAYABLE:			570,489.71		
	Department Total: TAXES PAYABLE:			570,489.71		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			570,489.71		
	Fund Total: CURRENT			1,269,856.14		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
FERENT	FERGUSON ENTERPRISES INC.	17-00349	#7619569:Tube Coil, etc	1,059.77	0.00	
THEHAR	THE HARDWARE STORE	17-00868	#1136839 Master Padlock Key	19.98	0.00	
GRAING	GRAINGER	17-00956	L-Shape Ofc Desk	548.10	0.00	
CABLE	CABLEVISION OF NYC	17-01025	Account No. 07866-197754-01-4	157.40	0.00	
VERIZON	VERIZON WIRELESS	17-01258	2/26-3/25/17 INV#9782808317	87.09	0.00	
				1,872.34		

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7-05-55-502-000-211 JCPL JCPL	BEACH UTILITY O/E: Light & Power	17-01054	SERVICE 2/21-3/21	236.32	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,108.66		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,108.66		
	CAFR Total:			2,108.66		
	Fund Total: BEACH			2,108.66		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
7-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
INTECH	INTEGRATED TECHNICAL SYSTEMS,	17-00933	#YE2532 Digital Monthly Fee	4,040.00	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	17-01005	#1N14106 Replaced Meters 85,86	702.50	0.00	
VERIZON	VERIZON WIRELESS	17-01008	#9781190804 Current Charages	2,109.50	0.00	
CABLE	CABLEVISION OF NYC	17-01017	#07866196915-01-3 Current	115.58	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	17-01019	#1N14140 Repaired Meter 55	500.00	0.00	
ATTMOB	AT&T MOBILITY	17-01221	287260245452X03272017:2/20 -	193.70	0.00	
				7,661.28		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			7,661.28		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			7,661.28		
	CAFR Total:			7,661.28		
	Fund Total: PARKING UTILITY: BUDGET:			7,661.28		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
7-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	17-00254	Various Supplies, Tools, etc	136.89	0.00	B
JEMIND	JEM INDUSTRIAL SERVICES, INC.	17-00257	Various Industrial Supplies	585.60	0.00	B
MCMCAR	MCMMASTER-CARR SUPPLY CO.	17-00259	Various Supplies, Tools, etc	759.23	0.00	B
TRABEA	TRANS-BEARING CO. INC.	17-00263	Various Service, Tools, etc	279.30	0.00	B
STAPLE	STAPLES ADVANTAGE	17-00644	TIME CLOCK	145.99	0.00	
BIOENV	BIOTRIAD ENVIRONMENTAL, INC.	17-00820	#04407 Odor Neutralizer	797.03	0.00	
STESUP	STEVENSON SUPPLY CO., INC.	17-00832	#551578 Adapters, Bushes, etc	2,380.78	0.00	
SUFFREDI	SUFFOLK REDI-MIX	17-00923	#1395A Concrete, Freight, etc	339.00	0.00	
VERIZON	VERIZON WIRELESS	17-01258	2/26-3/25/17 INV#9782808317	205.65	0.00	
				5,629.47		
7-07-55-502-000-203	SEWER UTILITY O/E: Motor Vehicle					
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00258	Service, Repairs, Tools, etc	341.54	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00819	Air Operated Grease Gun	599.99	0.00	
JACDOH	JACK DOHENY COMPANIES	17-00975	Float Ball Cage	205.84	0.00	
				1,147.37		
7-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	17-01112	SERVICE 2/14-3/16	10,145.96	0.00	
JCPL	JCPL	17-01232	SERVICE 2/28-3/24	20,792.03	0.00	
				30,937.99		

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7-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ERAINC	ERA, INC.	17-00879	Lab Certification Tests	120.94	0.00	
SECWOR	SECURITY WORLD INC.	17-00887	#52394 Radio Monitoring	360.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00967	#16024:PMT. 17 OF 60 (APRIL)	75.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00970	#16024:PMT. 16 OF 60 (MARCH)	75.00	0.00	
ANSWER	ANSERCOMM	17-00974	#M4541-030617 Answering Svcs	162.30	0.00	
MIKCHA	MIKE CHAMBERS OAKHURST ELEC.	17-00990	#25896 Labor & Material 2/7-8	1,165.50	0.00	
CABLE	CABLEVISION OF NYC	17-01070	Account No. 07866-152521-04-4	100.58	0.00	
				<u>2,059.32</u>		
7-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
EURQC	EUROFINS QC, INC.	17-00872	#1855304 Sludge Grab, etc 1/05	442.00	0.00	
EURQC	EUROFINS QC, INC.	17-00991	#1856857 Influent/Effluent,etc	217.00	0.00	
				<u>659.00</u>		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			40,433.15		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			40,433.15		
	CAFR Total:			40,433.15		
	Fund Total: SEWER UTILITY: BUDGET:			40,433.15		
	Year Total:			1,320,059.23		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Department:	Alternate Developer Ord #					
Extd:	Recon Foot Bridge-Sunset Lake (Ord#3036)					
C-04-55-995-013-002	Reconstruct Foot Bridge (Ord#3036/2016-1)					
JEHAN	J.E. HANNON INC.	16-03259	BLANKET:REPLACEMENT OF SUNSET	54,172.44	0.00	B
	Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)			54,172.44		
	Department Total: Alternate Developer Ord #			54,172.44		
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-002	2016-16/POLICE VEHICLES,EQUIPMENT					
AIRGAS	AIR GAS TECHNOLOGIES	16-03616	02 Generator	28,820.00	0.00	
C-04-55-998-162-005	2016-16/ADMIN EQUIPMENT,IMPROVEMENTS					
ACCELA	ACCELA, INC.	16-02348	Agenda/Minute Software	660.00	0.00	B
SHIINT	SHI INTERNATIONAL CORP	16-04217	B05977945,B06079889:COMPUTER	317.17	0.00	
EASTC	EAST COAST EMERGENCY LIGHTING,	17-00118	lights for Constr	1,261.71	0.00	
SHIINT	SHI INTERNATIONAL CORP	17-00733	B06205957,B06255523:Projector	1,105.37	0.00	
SHIINT	SHI INTERNATIONAL CORP	17-00780	#B05932659:EXCHANGE MIGRATION	4,774.00	0.00	
				<u>8,118.25</u>		
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			36,938.25		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-002	2016-17/2016 ROADWAY IMPROVEMENTS					
BLAROC	BLACK ROCK ENTERPRISES LLC	16-03663	2015 ROAD IMPROVEMENT PROGRAM	209,914.66	0.00	B
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			209,914.66		
	Department Total:			246,852.91		
	CAFR Total:			301,025.35		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			301,025.35		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-002	Sewer Plant Improvements - Ord. #3038					
TNJMAR	TNJ MARINE, INC.	16-02617	BLANKET:OCEAN OUTFALL	85,181.30	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			85,181.30		
	Department Total:			85,181.30		
	CAFR Total:			85,181.30		
	Fund Total: SEWER CAPITAL FUND BUDGET:			85,181.30		
	Year Total:			386,206.65		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-014-201	SAFE STREETS/NEIGHBORHOODS-P.A.L./CAMP					
LIBSCI	LIBERTY SCIENCE CENTER	17-00761	#910356 Balance Due	120.50	0.00	
G-02-43-871-014-206	Clean Communities Program - 2014					
NJCLEAN	NJ CLEAN COMMUNITIES COUNCIL	17-00544	Registration for CCESE 2017	600.00	0.00	
	Extd Total:			720.50		
G-02-43-871-017-200	2017 Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	17-00136	Nursing Services 2017	3,833.33	0.00	B
	Extd Total:			3,833.33		
	Department Total:			4,553.83		
	CAFR Total:			4,553.83		
	Fund Total: GRANT FUND BUDGET:			4,553.83		
	Year Total:			4,553.83		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	17-01077	FEBRUARY 2017 DOG REPORT	120.00	0.00	
	Extd Total:			120.00		
	Department Total:			120.00		
	CAFR Total:			120.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			120.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-73-850-850-801	2016 CDBG - ADMINISTRATION					
MONCLE MONMOUTH COUNTY CLERK		17-00946	Muni. Mortgage Inv.#2107749	8.00	0.00	
T-17-73-850-850-802	2016 CDBG - HOMELESS PREVENTION					
JCP JCP&L		17-01041	100 014 560 161	387.87	0.00	
T-17-73-850-850-803	2016 CDBG - HOME EMERGENCY LOAN PROGRAM					
NJRHOM NJR HOME SERVICES		17-00858	Home Emergency Loan Program	1,262.00	0.00	
	Extd Total:			1,657.87		
	Department Total:			1,657.87		
	CAFR Total:			1,657.87		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,657.87		
Fund:	TRUST OTHER					
T-20-56-850-856-801	Reserve for Special Duty Assignment					
SPLRAC SPLIT SECOND RACING, LLC		17-00972	#170131-016:REFUND OVERPAYMENT	165.00	0.00	
	Extd Total:			165.00		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC NJ DEPT. OF COMMUNITY AFFAIRS		17-01253	1st Quarter 2017 DCA Fees	11,832.00	0.00	
	Extd Total: 5 YR EMERGENCY			11,832.00		
T-20-56-850-893-801	Res for Afford Housing/Community Initiat					
SUBCON SUBURBAN CONSULT ENGINEERS INC		17-00798	Invoice 28920 R07794.011	185.01	0.00	
DOWNEAR DOWN TO EARTH, INC.		17-01257	PAYMENT #10	69,251.70	0.00	
				69,436.71		
	Extd Total:			69,436.71		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		17-00800	PREMIUM TSC-16-00076	500.00	0.00	
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		17-00801	PREMIUM TSC-16-00132	500.00	0.00	
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		17-00803	PREMIUM TSC-16-00278	1,000.00	0.00	
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		17-00804	PREMIUM TSC-16-00302	500.00	0.00	
TWRCST TWR AS CST FOR EBURY FUND INJ		17-00914	PREMIUM CERT 16-00125 B1406 L5	800.00	0.00	
USBLIE US BANK/LIEN LOGIC FUND I, LLC		17-00916	premium 202/15.03 16-00007	4,500.00	0.00	
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		17-00917	premium 1103/40 16-00092	1,000.00	0.00	
TWRCST TWR AS CST FOR EBURY FUND INJ		17-00918	premium 3207.3.28 16-00222	2,000.00	0.00	
MTAGCU MTAG CUST FIG CAP INV NJ13,LLC		17-00940	PREMIUM TSC-16-00024	400.00	0.00	
MTAGCU MTAG CUST FIG CAP INV NJ13,LLC		17-00942	PREMIUM TSC-16-00102	700.00	0.00	
MTAGCU MTAG CUST FIG CAP INV NJ13,LLC		17-00943	PREMIUM TSC-16-000163	500.00	0.00	
FNANJ FNA NJ, LLC		17-00981	premium 607/13 16-00043	151,900.00	0.00	
SUNSTA SUNSHINE STATE CERTIFICATES		17-00986	premium refund 16-00200	50,600.00	0.00	
TRYSTN TRYSTONE CAPITAL ASSETS, LLC		17-01010	PREMIUM TSC-16-00019	1,000.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-909-801 FWSL FWSL & ASSOCIATES, LP	Reserve for Tax Sale Premiums 17-01014 PREMIUM TSC-16-00191	Continued		16,500.00 232,400.00	0.00	
	Extd Total:			232,400.00		
T-20-56-850-928-301 SECBAP SECOND BAPTIST CHURCH	Reserve for Elections 17-01038 2016 POLLING LOCATIONS			400.00	0.00	
	Extd Total:			400.00		
T-20-56-850-930-301 COSTCO COSTCO	Reserve for Police Community Relations 17-00964 Blanket For Special Needs			119.57	0.00	B
	Extd Total:			119.57		
T-20-56-850-933-301 ALLSTA ALL STAR PRO & SPORT STORE, INC	Reserve for National Night Out 16-02616 PLAQUE FOR NNO EVENT			70.00	0.00	
	Extd Total:			70.00		
	Department Total:			314,423.28		
	CAFR Total:			314,423.28		
	Fund Total: TRUST OTHER			314,423.28		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-139-000-299 ASBPAK ASBURY PARK PRESS	700 BANGS AVE(MLB CONST&MGMT) 17-01066 #0001920652 Planning Board			51.50	0.00	
	Extd Total:			51.50		
	Department Total:			51.50		
T-21-00-219-000-299 ASBPAK ASBURY PARK PRESS	5TH AVE PAVILION (MADISON ASBURY RETAIL) 17-01064 #0001920635 Planning Board			53.70	0.00	
	Extd Total:			53.70		
	Department Total:			53.70		
Department: UNEMPLOY INSUR						
T-21-00-225-000-299 ASBPAK ASBURY PARK PRESS	RETAIL (MADISON ASBURY RETAIL) 17-01063 #0001920606 Planning			52.05	0.00	
	Extd Total:			52.05		
	Department Total: UNEMPLOY INSUR			52.05		
T-21-00-304-000-299 ASBPAK ASBURY PARK PRESS	704 MATTISON AVE. (KINMOUTH ENTERPRISES) 17-01067 #0001920677 Planning Board			58.10	0.00	
	Extd Total:			58.10		
	Department Total:			58.10		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-321-000-299	527 LAKE AVE1(PERF.GUAR)(P.H.BIERGARTEN)					
ASBFES	ASBURY FESTHALL & BIERGARTEN	17-01057	REFUND OF ESCROW BALANCE	46,856.16	0.00	
	Extd Total:			46,856.16		
	Department Total:			46,856.16		
T-21-00-342-000-299	207 4TH AVENUE (ASBURY LANES, LLC)					
ASBPAK	ASBURY PARK PRESS	17-01065	#0001920643 Planning Board	52.60	0.00	
	Extd Total:			52.60		
	Department Total:			52.60		
T-21-00-391-000-299	710 COOKMAN AVENUE(CATBURY PARK, INC.)					
CLACAN	CLARKE CATON & HINTZ	17-01105	Invoice 66322 708 Cookman	1,334.64	0.00	
	Extd Total:			1,334.64		
	Department Total:			1,334.64		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	17-01092	Invoice 633414 Planning Bd.	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-400-000-299	1105/1107 MEMORIAL(SEAVIEW INV./FASANO)					
CLACAN	CLARKE CATON & HINTZ	17-01104	Invoice 67631 1105 Memorial	3,218.94	0.00	
	Extd Total:			3,218.94		
	Department Total:			3,218.94		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			51,802.69		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			51,802.69		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
STEASC	STEFAN ASCHAN & SUPERIOR	17-00538	RCA Rehab Not To Exceed	41,050.00	0.00	B
DORSIM	DORENA SIMS & ANPE CORP.	17-00795	RCA Rehab Not To Exceed	16,478.00	0.00	B
MONCLE	MONMOUTH COUNTY CLERK	17-00947	#2112654:Cancel RCA Lien	8.00	0.00	
STEASC	STEFAN ASCHAN & SUPERIOR	17-00948	RCA Rehab Change Order #1	1,773.00	0.00	
MONCLE	MONMOUTH COUNTY CLERK	17-00952	RCA Liens Invoice #2130419	24.00	0.00	
JENPEN	JENNIFER PENN & ANPE CORP.	17-01084	RCA Rehab Not To Exceed	12,812.00	0.00	B
				<u>72,145.00</u>		
	Extd Total:			72,145.00		
	Department Total:			72,145.00		
	CAFR Total:			72,145.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			72,145.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous					
MCMSO	MCMANIMON, SCOTLAND&BAUMANN, LLC 17-00864 #145417: MADISON BOARDWALK			330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			330.00		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			330.00		
	Year Total:			440,478.84		
Total Charged Lines: 354 Total List Amount: 2,165,080.61 Total Void Amount:				0.00		

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April 12, 2017 Council Meeting

Balance brought forward from Total List Amount	\$ 2,165,080.61
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Additional Items:

Verizon	365.00
CMRS (Postage)	5,000.00
Coastal Habitat for Humanity (Closing)	5,000.00
Public Employee's Retirement	666,158.00
Police & Fireman's Retirement	3,236,774.00
Cons. Police & Fire Pension Fund	179.84
Pension Adj. Fund	<u>27,491.76</u>

Total Bill List April 12, 2017	\$ <u><u>6,106,049.21</u></u>
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RESOLUTION NO. 2017-131

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

RESOLUTION APPROVING AMENDING CONTRACT FOR LSRP SERVICES AT DEPARTMENT OF PUBLIC WORKS GARAGE

WHEREAS, twenty-two (22) bids were received by the City of Asbury Park on March 11, 2016, for the “LSRP Services at the DPW Garage ” project; and

WHEREAS, the lowest responsive bid was submitted by French and Parrello Associates (FPA) on the base bid in the amount of \$29,410.00; and

WHEREAS, French and Parrello Associates has completed Phase I of the Remedial Investigation (RI) and has submitted that report to the New Jersey Department of Environmental Protection Agency (NJDEP); and

WHEREAS, additional RI work is now involved based upon the Phase I report; and

WHEREAS, professional services are exempt from the 20% limitation of change orders as per N.J.A.C. 5:30-11.6(d) and

WHEREAS, FPA has submitted a proposal of services for “Phase II” of RI work that must be completed as per NJDEP regulation; and

WHEREAS, the CFO has certified that funds are available in the line item 7-01-20-165-000-209; and

WHEREAS, Tasks 7 and Task 8 as outlined in the FPA proposal are not required at this time but were requested by the City Manager for future budgeting purposes; and

WHEREAS, the estimated costs for Phase II is \$49,985.00; and

WHEREAS, the estimated cost breakdown for services in Phase II is:

1. FPA labor costs at approximately \$29,130.00
2. NJ Licensed Driller costs at approximately \$10,355.00
3. NJ Certified Laboratory costs at approximately \$10,500.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury

Park, County of Monmouth and State of New Jersey that the contract for Phase II of LSRP services at the DPW garage is hereby amended and awarded to FPA; and

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

BE IT FURTHER RESOLVED that availability of funds for the contract amount is contingent upon the necessary funds being appropriated by the Governing Body in the Municipal Budget for the current year and all subsequent years subject to the contract.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-131 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



March 17, 2017

Mr. Michael Capabianco
City Manager
CITY OF ASBURY PARK
One Municipal Plaza
Asbury Park, NJ 07712

Re: Proposal for Continuation of LSRP Services at the DPW Garage
Asbury Park DPW Garage
9 Main Street
Asbury Park, Monmouth County, NJ
NJDEP SRP PI Number 012316
FPA No. 10950.PR2

Dear Mr. Capabianco:

French & Parrello Associates (FPA) is pleased to present this proposal to continue providing New Jersey Licensed Site Remediation Professional (LSRP) services to the City of Asbury Park for the City Department of Public Works (DPW) Garage property (hereinafter referred to as Site or Subject Property). There is currently an active New Jersey Department of Environmental Protection (NJDEP) case, Case Number 93-12-21-1619-04/Site Remediation Program (SRP) Program Interest (PI) Number 012316, associated with the Subject Property.

BACKGROUND

FPA conducted environmental investigation activities at the Site in 2016 to attempt to complete the Remedial Investigation (RI) of soil and groundwater contamination identified during previous environmental investigations that occurred between 1994 and 2013. FPA performed our investigation in accordance with Asbury Park's scope of work that called for completion of the following tasks:

- Task 1.0 – Subsurface Geophysical Survey
- Task 2.1 – Confirmation Soil Sampling at Former 550-gallon Fuel Oil UST
- Task 2.2 – Confirmation Soil Sampling at Former 1,000-gallon Unleaded Gasoline UST
- Task 2.3 – Vertical Delineation Soil Sampling at Former 5,000-gallon Unleaded Gasoline USTs
- Task 2.4 – Chlorinated Volatile Organic Compound Source Identification Soil Sampling
- Task 2.5 – Delineation of Contaminated Groundwater
- Task 3.0 – Report Preparation
- Task 4.0 – General Consulting for Remedial Options

Client Initials: _____



Task 1.0 – Geophysical Survey

FPA conducted the subsurface geophysical survey in conjunction with our geophysical subcontractor, EnviroPhysics, Inc. The objectives were to: (1) delineate subsurface utilities, (2) attempt to establish the perimeters of former UST excavations to allow FPA to target these areas for subsurface soil sample collection, (3) attempt to identify the presence/absence of the 550-gallon diesel fuel UST and the 1,000-gallon unleaded gasoline UST that were reportedly removed subsequent to being abandoned in-place in the early 1990s, and (4) clear four proposed monitoring well locations for safe drilling. The geophysical investigation (1) identified subsurface utilities, (2) defined the perimeters of former UST locations and found no indications of subsurface anomalies at the locations of the four former USTs, (3) confirmed that the 1,000-gallon gasoline UST and 550-gallon diesel fuel UST that had originally been abandoned in-place, were subsequently removed, and (4) cleared the four proposed monitoring well locations for safe drilling.

Task 2.1 – Confirmation Soil Sampling, Former 550-gallon Diesel Fuel UST [Area of Concern (AOC-3)]

FPA and Ace Dewatering, Inc. (Ace), our New Jersey licensed well driller subcontractor, advanced one boring, T2.1-2, in the center of the former excavation and four borings, T2.1-1, T2.1-3, T2.1-4, and T2.1-5, from the native soils at the edges of the former excavation and collected soil samples from these locations for laboratory analysis for New Jersey extractable petroleum hydrocarbon (EPH) contamination and, if present, to determine whether the contamination exceeded current NJDEP EPH Category 1 Soil Remediation Standards (SRS). The sample results were evaluated pursuant to the NJDEP Protocol for Addressing Extractable Petroleum Hydrocarbons, Version 5.0, August 9, 2010 (EPH Protocol) and no exceedances of applicable SRS were identified. ***No further action is warranted at the location of the former 550-gallon diesel fuel UST based upon the soil sample analytical data and FPA's field observations.***

Task 2.2 – Confirmation Soil Sampling, Former 1,000-gallon Unleaded Gasoline UST (AOC-2)

The scope of work called for six borings to be advanced and soil samples collected at the location of the former 1,000-gallon unleaded gasoline UST to determine the presence/absence of volatile organic compounds (VOC) and lead contamination and, if present, whether the contamination exceeds current NJDEP Residential Direct Contact Soil Remediation Standards (RDCSRS), Non-Residential Direct Contact Soil Remediation Standards (NRDCSRS), and/or Impact to Groundwater Soil Screening Levels (IGWSSL). FPA and Ace advanced one boring, T2.2-1, in the center of the former excavation and five borings, T2.2-2, T2.2-3, T2.2-4, T2.2-5, and T2.2-6, from the native soils at the edges of the former excavation. No exceedances of the RDCSRS or NRDCSRS were identified. Exceedances of the IGWSSL were detected in four samples. ***The horizontal and vertical extent of all soil contamination above the IGWSSL must be delineated.***

Task 2.3 – Vertical Delineation Soil Sampling, Former 5,000-gallon Unleaded Gasoline USTs (AOC-1)

The scope of work called for borings to be advanced and soil samples collected at the location of the two former 5,000-gallon unleaded gasoline USTs at the locations of previous soil samples to determine the presence/absence of VOC and lead contamination and, if present, whether the contamination exceeds current NJDEP RDCSRS, NRDCSRS, and IGWSSL. The RFP scope of

work also called for the collection and contingency analysis (subject to the result for the shallow samples) of vertical delineation samples for comparison to the current NJDEP RDCSRS, NRDCSRS, and IGWSSL. FPA and Ace advanced five borings, T2.3-1, T2.3-2, T2.3-3, T2.3-4, and T2.3-5, from the native soils at the edges of the former excavation in accordance with the RFP scope of work. One exceedance of the RDCSRS for benzene was detected. No other exceedances of the RDCSRS or NRDCSRS were identified. Exceedances of the IGWSSL were detected in eight samples. ***Further remediation is required for the benzene exceedance of the RDCSRS in sample T2.3-3A. Remediation could consist of additional horizontal delineation and/or applying an institutional control (i.e., Deed Notice) to the AOC or entire Site. The horizontal and vertical extent of all soil contamination above the IGWSSL must be delineated.***

Task 2.4 – Chlorinated VOC Source Identification Soil Sampling (AOC-1)

The scope of work called for six borings to be advanced near the northern limits of the excavation of the two former 5,000-gallon unleaded gasoline USTs to screen soils for chlorinated volatile organic compounds (CVOCs) to attempt to identify the source(s) of previously detected CVOCs at this location. The scope of work called for one soil sample to be collected from each boring from the most-impacted interval based on visual, olfactory, and photo ionization detector (PID) readings, and to collect the soil samples from the six-inch interval above the groundwater interface if no impacts are detected. FPA and Ace advanced six borings, T2.4-1, T2.4-2, T2.4-3, T2.4-4, T2.4-5, and T2.4-6, at this location. Six subsurface soil samples were collected for laboratory analysis and the results compared to the NJDEP RDCSRS, NRDCSRS, and IGWSSL. No CVOCs were detected. No exceedances of the RDCSRS or NRDCSRS were identified for non-chlorinated VOCs. Exceedances of the IGWSSL for several non-chlorinated VOCs were detected in four samples. ***The horizontal and vertical extent of all soil contamination above the IGWSSL must be delineated.***

Task 2.5 – Delineation of Contaminated Groundwater (AOC-4)

The scope of work called for the installation of four permanent monitoring wells at the Site to delineate contaminants of concern previously detected in the groundwater at the Site including VOCs and lead, and the collection of one round of groundwater samples for laboratory analysis. The scope of work identified the following proposed locations for the four new monitoring wells:

- South and east of monitoring well MW-3 to delineate exceedances of lead.
- North of monitoring wells MW-4 and MW-2 to delineate exceedances of lead and VOCs.
- In the southwestern most corner of the Site to delineate exceedances of lead and VOCs detected in monitoring well MW-1.

Ace installed four groundwater monitoring wells identified as MW-5, MW-6, MW-7, and MW-8 under the direction of an FPA field geologist/scientist. FPA collected one round of groundwater samples for laboratory analysis. The analysis detected exceedances of the NJDEP Groundwater Quality Standards (GQS), N.J.A.C. 7:9C, in samples MW-5 (vinyl chloride), MW-6 (benzene), MW-7 (trichloroethylene), and MW-8 (benzene). ***Additional contaminated groundwater investigation activities are required to completely delineate the horizontal and vertical extent of all groundwater contamination to the GQS in accordance with the NJDEP Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E-4.3(a)4. A vapor intrusion receptor***



evaluation is required pursuant to the TRSR, N.J.A.C. 7:26E-1.15(c)2 based upon the vinyl chloride exceedance of the Ground Water Screening Levels (GWSL) in a groundwater sample collected from monitoring well MW-5 and the trichloroethylene detected in a groundwater sample collected from MW-7.

Task 3.0 – UST Closure Report

The scope of work called for the completion of a UST Closure Report. FPA prepared a report with a narrative description of prior UST closure-related activities and the current environmental investigation activities that FPA performed in conformance with the scope of work. The UST Closure Report included a completed NJDEP SRP Preliminary Assessment/Site Investigation Form, Version 2.2, 5/27/15, to document the previous UST closure information and the information collected during the current environmental investigation. The UST Closure Report also included the required supporting documentation and was submitted to the NJDEP under cover transmittal dated February 10, 2017.

The following sections outline the proposed scope of services and the associated fee, as well as the Project Specific and General terms and conditions.

SCOPE OF SERVICES

The following tasks from the City's scope of work require additional activities as summarized above:

Task 2.2 – Former 1,000-gallon Unleaded Gasoline UST (AOC-2)

Task 2.3 – Former 5,000-gallon Unleaded Gasoline USTs (AOC-1)

Task 2.5 – Delineation of Contaminated Groundwater

The Chlorinated Volatile Organic Compound Source Identification Soil Sampling (Task 2.4) detected no CVOCs therefore; no further CVOC investigation is warranted. However; Task 2.4 was co-located with the former 5,000-gallon unleaded gasoline USTs (AOC-1) and the non-chlorinated VOCs detected require delineation as a component of the additional investigation for AOC-1 (Task 2.3).

1.0 Licensed Site Remediation Professional Services

New Jersey's Site Remediation Reform Act (SRRA), N.J.S.A. 58:10C-1 et seq. provided changes to the way in which sites are remediated in New Jersey. The SRRA established a program for the licensing of LSRPs who have responsibility for oversight of environmental investigation and cleanup. All remediating parties must use the services of a LSRP and must proceed with the cleanup of their site without prior NJDEP approval. The submissions to the NJDEP outlined herein must be made by an LSRP on your behalf. Neil Jiorle of FPA is currently the LSRP of Record for the Subject Property and will continue as such upon FPA's receipt of an executed copy of this proposal. The tasks outlined in this proposal will be performed, or directly overseen, by Mr. Jiorle.



2.0 Public Participation Plan

The NJDEP has indicated the City of Asbury Park must prepare a Public Participation Plan for the Subject Property pursuant to the NJDEP Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C Subchapter 14.

FPA will prepare a Public Participation Plan in accordance with the NJDEP SRP Public Participation Plan Guidance, Version 1.0, 9/13/16. The Public Participation Plan will meet the requirements of the Guidance and will:

- Be site-specific.
- Meet the ongoing needs of the community.
- Include a strategy for soliciting public comment concerning the remediation from the members of the surrounding community.
- Be as rigorous as necessary to reflect the level of public concern and severity of site conditions and be proactive in nature to allay concerns.

3.0 Soil Sampling and Analysis

Task 2.2 – Former 1,000-gallon Unleaded Gasoline UST (AOC-2)

Four of the soil samples collected by FPA contained exceedances of the IGWSSL. The horizontal and vertical extent of all soil contamination above the IGWSSL must be delineated.

Task 2.3 – Former 5,000-gallon Unleaded Gasoline USTs (AOC-1)

One exceedance of the RDCSRS for benzene was detected. No other exceedances of the RDCSRS or NRDCSRS were identified. Exceedances of the IGWSSL were detected in eight samples. Further investigation and/or remediation is required for the benzene exceedance of the RDCSRS in sample T2.3-3A. Remediation could consist of additional horizontal delineation and/or applying an institutional control (i.e., Deed Notice) to the AOC or entire Site. The horizontal and vertical extent of all soil contamination above the IGWSSL must be delineated without regard to the property boundary pursuant to the TRSR, N.J.A.C.7:26E-4.2(a)3.

FPA's soil samples collected for Task 2.4/AOC-1 detected no CVOCs therefore; no further CVOC source investigation is warranted. Additionally, no exceedances of the RDCSRS or NRDCSRS were identified for non-chlorinated VOCs. Exceedances of the IGWSSL for several non-chlorinated VOCs were detected in four samples. The horizontal and vertical extent of all soil contamination at AOC-1 above the IGWSSL must be delineated without regard to the property boundary pursuant to the TRSR, N.J.A.C.7:26E-4.2(a)3.

FPA recommends collecting and analyzing soil samples at the perimeter of the Subject Property for VOC analysis, without conducting multiple, sequential iterations of "step-out" sampling events at AOC-1 and AOC-2, to attempt to delineate the horizontal and vertical extent of all soil contamination in the unsaturated zone which contains contaminants above the IGWSSL and meet the requirements set forth at the TRSR, N.J.A.C.7:26E-4.2(a)3, in a cost-effective manner. FPA and our New Jersey licensed well driller subcontractor will advance up to 20 borings, at locations



along the property boundaries, to depths of up to 8.0' below surface grade (bsg) and collect samples from the same depth ranges as those collected previously in which the sample results exceeded the IGWSSL, to attempt to complete the delineation of the horizontal and vertical extent of all soil contamination above the IGWSSL at the Site to the property boundary. The samples will be analyzed for US Environmental Protection Agency (EPA) Target Compound List (TCL) VOCs with a forward library search for the first 15 tentatively identified compounds (TICs).

4.0 Groundwater Sampling and Analysis

FPA collected one round of groundwater samples from the four recently installed monitoring wells for laboratory analysis. The analysis detected exceedances of the NJDEP GQS, N.J.A.C. 7:9C, in samples MW-5 (vinyl chloride), MW-6 (benzene), MW-7 (trichloroethylene), and MW-8 (benzene). Additional contaminated groundwater investigation activities are required to completely delineate the horizontal and vertical extent of all groundwater contamination to the GQS in accordance with the NJDEP TRSR, N.J.A.C. 7:26E-4.3(a)4. A vapor intrusion receptor evaluation is required pursuant to the TRSR, N.J.A.C. 7:26E-1.15(c)2 based upon the vinyl chloride exceedance of the GWSL in a groundwater sample collected from monitoring well MW-5 and the trichloroethylene detected in a groundwater sample collected from MW-7.

The installation of at least four additional monitoring wells is required to complete the delineation of groundwater contamination. The groundwater sample from MW-7 contained trichloroethylene at a concentration of 2.4 micrograms per liter ($\mu\text{g/l}$) which exceeds the NJDEP GQS of 1.0 $\mu\text{g/l}$. MW-7 is located on the north side of the Site near Springwood Avenue and is the most hydraulically up gradient monitoring well on the Subject Property. One of the proposed additional monitoring wells needs to be located hydraulically up gradient of all the wells that have groundwater contamination detected. Therefore; the proposed up gradient well will need to be placed to the north of the northern property boundary, either in Springwood Avenue or in the public park identified as the Asbury Park Rain Garden which is located within 200' north of the Subject Property. The groundwater samples from MW-6 and MW-8 contained benzene at concentrations of 1.4 $\mu\text{g/l}$ and 2.4 $\mu\text{g/l}$, respectively, which exceed the NJDEP GQS of 1.0 $\mu\text{g/l}$. MW-6 is located in the south-central portion of the Site and MW-8 is located in the southwest corner of the Site. One of the proposed additional monitoring wells needs to be located hydraulically down gradient of all the wells that have groundwater contamination detected. The likelihood of placing a monitoring well between the locations of MW-6/MW-8 and the southern property boundary and obtaining uncontaminated samples is minimal. Therefore; the proposed down gradient well will need to be placed to the south of the southern property boundary, either in the PNC Bank parking lot or in the open space to the west of the PNC Bank parking lot. Installing a monitoring well on a third-party property would necessitate obtaining a site access agreement from the third party. The horizontal extent of the groundwater contamination must be delineated in the eastern and western directions. There might be sufficient space to install the monitoring well for the western delineation point behind (west side) of the maintenance garage along the western property boundary. However; this is directly adjacent to the New Jersey Transit Railroad corridor (and potentially in the railroad right-of-way) and logistical restrictions and potential safety issues could make drilling at this location impossible. Also, depending upon the width of the New Jersey Transit Railroad corridor right-of-way, the proposed monitoring well location could be on their property, which would necessitate obtaining a site access agreement. The alternative would be to install the western delineation monitoring well in the open space to



the west of the railroad corridor. The building on the property at this location is currently unoccupied and boarded-up. The monitoring well for the eastern delineation point could be placed on the Subject Property at the Main Street access driveway.

FPA will collect two rounds of groundwater samples from the four proposed monitoring wells and the eight existing monitoring wells for TCL VOC+15. The analytical results will be summarized on a data table and included on a site drawing that depicts the monitoring well locations and summarized data. The objective is to complete the delineation of the groundwater contamination associated with the Subject Property. This information will also be used to establish a groundwater Classification Exception Area/Well Restriction Area (CEA/WRA) pursuant to the ARRCs, N.J.A.C. 7:26C-7.3. A groundwater CEA/WRA is an administrative control remedial approach to addressing groundwater contamination that requires the person responsible for conducting the remediation (PRCR) to obtain a Remedial Action Permit (RAP) for groundwater pursuant to N.J.A.C. 7:26C-7.4, 7.5 and 7.9, and to comply with the RAP conditions and fee requirements. The RAP for Groundwater and CEA/WRA conditions will include a timeframe for biennial reporting and schedule for groundwater sample collection and analysis from the monitoring wells. FPA will likely propose passive remediation strategy for groundwater that will identify monitored natural attenuation (MNA) as the remedial strategy. The RAP for groundwater sampling and analysis schedule will be established to demonstrate that the VOC contamination is attenuating naturally. The RAP for groundwater will be terminated at such future time as the sampling and analysis demonstrates compliance with the NJDEP GQS at all specified monitoring wells.

The detection of benzene at 2.4 µg/l (MW-8), trichloroethylene at 2.4 µg/l (MW-7), and vinyl chloride at 1.3 µg/l (MW-5), are all exceedances of the NJDEP GWSLs set forth in the NJDEP SRP Vapor Intrusion Technical Guidance (VITG), August 2016, Version 4. The detection of benzene above the GWSL in MW-6 and MW-8 does not trigger the need for FPA to conduct a vapor intrusion receptor evaluation because these monitoring wells are beyond the specified distances from the nearest structures. A vapor intrusion receptor evaluation is required pursuant to the TRSR, N.J.A.C. 7:26E-1.15(c)2 for the vinyl chloride exceedance of the GWSL in the groundwater sample collected from monitoring well MW-5 and the trichloroethylene detected in the groundwater sample collected from MW-7 because both of these monitoring wells are located within the specified distances to the nearest structures. With respect to MW-7, the structures within the 100' non-petroleum hydrocarbon (non-PHC) distance include the Meat and More Store at the corner of Main Street and Springwood Avenue, Second Life Bikes (21 Main Street), the vacant commercial building adjacent to the south side of Second Life Bikes, the DPW Administrative Services and Maintenance Garage Building, and the Maintenance Garage Building on the west side of the Subject Property. With respect to MW-5, the structures within the 100' non-petroleum hydrocarbon (non-PHC) distance include the vacant commercial building adjacent to the south side of Second Life Bikes, the DPW Administrative Services and Maintenance Garage Building, and the Maintenance Garage Building on the west side of the Subject Property. The NJDEP vapor intrusion (VI) investigative strategy is a six-step process beginning with the VI receptor evaluation (Step 1) and concluding with termination of the VI mitigation (Step 6). FPA will conduct a VI receptor evaluation and a VI Investigation (VII) pursuant to the TRSR, N.J.A.C. 7:26E-1.15(c)2 and the VITG for the vinyl chloride exceedance of the GWSL in the groundwater sample collected from monitoring well MW-5 and the trichloroethylene detected in the



groundwater sample collected from MW-7. The VII will determine whether additional VI activities such as mitigation are warranted.

FPA will conduct the VII by collecting sub-slab soil gas (SSSG) samples from beneath the above-listed buildings for laboratory analysis. We will also collect one ambient air sample for analysis. The purpose of collecting SSSG samples is to assess whether a complete VI pathway exists. A VI pathway is considered complete only when the following occurs: a source of vapors exists, as is the case with the detection of trichloroethylene and vinyl chloride in the groundwater at the Subject Property and, a pathway connects the source to potential human receptors inside a building. The SSSG samples are collected by coring through the slab-on-grade ground floors or the basement floors, as applicable, advancing a narrow-diameter boring, inserting a tube connected to a summa canister sample collection device into the boring, collecting the SSSG sample and submitting the summa canister to a New Jersey certified laboratory for VOC analysis via EPA Method TO-15.

Access to third party buildings will be required. FPA will coordinate with the City to identify the owners of the off-site properties and to send them off-site access request letters.

5.0 Remedial Investigation Report

FPA's LSRP will review the Reduced Tier 2 Deliverable laboratory data packages for the above-described sampling events for conformance with the Quality Assurance Project Plan (QAPP) we prepared for our previous environmental investigation and, once the data is validated, will compare the soil results to the applicable NJDEP RDCSRS, NRDCSRS, and IGWSSLs, the groundwater results to the GQS, and VII results to the NJDEP Soil Gas Screening Levels (SGSL) to identify exceedances of compound specific criteria and screening levels. FPA will prepare a report that presents the results, findings, conclusions, and recommendations for additional investigation or remediation, as applicable, along with the NJDEP required supporting documentation. The report will conform to the Remedial Investigation Report (RIR) set forth in the TRSR, N.J.A.C. 7:26E-3.13, assuming the data generated completes the delineation of soil and groundwater contamination. FPA will prepare and submit to the NJDEP an updated Receptor Evaluation (RE) for this site. FPA will also complete the required electronic submittals of certain items such as the electronic data deliverables (EDDs).

6.0 Case Inventory Document

FPA will prepare an updated Case Inventory Document (CID), in accordance with N.J.A.C. 7:26E-1.6(a)3., using existing data contained within the documents already provided to FPA and information developed by FPA during implementation of this scope of work. An initial CID spreadsheet must accompany the first milestone remedial report submittal and an updated CID spreadsheet must accompany each subsequent milestone remedial report submittal. The supporting documentation for the CID is the accompanying milestone report which, in this case, will be the RIR.

7.0 Remedial Action Activities (Optional at this Time)

The objective of an RI is to complete the delineation of soil and groundwater contamination associated with the Subject Property. Remedial Action (RA) options can be selected once the contamination delineation is completed and the selected RA will be described in a Remedial



Action Work Plan (RAWP) prepared pursuant to the TRSR, N.J.A.C. 7:26E-5.5 and submitted to the NJDEP. FPA's conceptual RAWP, assuming the activities described in this proposal complete the delineation of soil and groundwater contamination, will describe: (1) a soil remedial strategy that includes, at a minimum, a Deed Notice administrative control and (2) a groundwater remedial strategy that includes establishing a groundwater CEA/WRA administrative control pursuant to the ARRCs, N.J.A.C. 7:26C-7.3, obtaining a RAP for groundwater pursuant to N.J.A.C. 7:26C-7.4, 7.5 and 7.9, and MNA as the remedial method.

The RA activities performed, and the results of those activities, will need to be documented in a Remedial Action Report (RAR) prepared in accordance with the TRSR, N.J.A.C. 7:26E-5.7 and applicable technical guidance, and submitted to the NJDEP.

Insufficient information currently exists for FPA to provide a detailed scope of work and budget for these conceptual remedial strategies and RAR. FPA will provide a proposal and cost estimate for these services upon completion of the RI.

8.0 Response Action Outcome (Optional at this Time)

The Response Action Outcome (RAO) is a written determination by an LSRP that the site or AOC was remediated in accordance with all applicable statutes, rules and guidance, and there are no contaminants present at the site or AOC, or that any contaminants present at the site have been remediated in accordance with applicable remediation statutes, rules and guidance and all applicable permits and authorizations have been obtained. Insufficient information currently exists for FPA's LSRP to prepare an RAO.

Pursuant to N.J.A.C. 7:26C-6.2, FPA's LSRP will prepare an RAO form and supporting documentation at the completion of the Task 7.0 RA activities pending the outcome of the results. FPA's LSRP will write and issue the RAO letter, NJDEP SRP RAO Form and include the required supporting documentation.

9.0 Miscellaneous Consulting

This proposal assumes that miscellaneous consulting such as client and NJDEP meetings and communications will be required during the completion of the outlined scope of work.

FEE SCHEDULE

FPA will maintain the same labor titles and associated rates as originally contracted for this project on May 18, 2016, for this phase of work. These titles and specific rates are as follows:

Project Consultant	\$175.00 per hour
Licensed Site Remediation Professional	\$145.00 per hour
Environmental Scientist	\$85.00 per hour
Field Representative	\$75.00 per hour
Administrative Services	\$65.00 per hour



FPA's proposed services will be performed on a Time and Materials basis as follows:

FPA Labor Costs	\$29,130.00
New Jersey Licensed Driller Costs	\$10,355.50
<u>New Jersey Certified Laboratory Costs</u>	<u>\$10,500.00</u>
Total LSRP, Soil/Groundwater RI, VII, RIR	<u>\$49,985.00</u>

Optional Tasks and Estimated Costs for the City's Informational Purposes

Task 7.0	Remedial Action Activities (Optional at this Time)	\$33,780.00
Task 8.0	Response Action Outcome (Optional at this Time)	\$1,650.00

Attachment: 10950.FPA 2017.03.17 Rev. 2 Proposal (2017-131 : Amending Contract for LSRP services at DPW garage)



PROJECT SPECIFIC TERMS AND CONDITIONS

1. Proposal assumes client will acquire and provide site access during regular business hours.
2. Proposal assumes client will acquire and provide previous plans, reports, permits and other documents which may otherwise have a bearing upon the results of our services.
3. Proposal assumes the monitoring wells will be readily accessible for groundwater sample acquisition.
4. Proposal includes the cost for containerization, transport and disposal of investigation derived waste from the monitoring well installation activities for up to six 55-gallon drums.
5. In accordance with SRRA, final remediation documents will not be released until all NJDEP fees are paid, and outstanding project fees are paid in full to FPA.
6. Proposal assumes client will comply with NJDEP regulatory and mandatory timeframes.

CLOSING

Attached with this proposal are the General Conditions of Services under which FPA enters agreement for services rendered and our Schedule of Fees. Your return of a signed copy of this proposal indicating your acceptance to the terms and conditions presented herein will represent your authorization for us to proceed.

We thank you for the opportunity to submit this proposal and look forward to being of service to you on this project.

If you have any questions, please do not hesitate to contact the undersigned at 732-312-9811 or Neil.Jiorle@FPAengineers.com.

Respectfully submitted,
FRENCH & PARRELLO ASSOCIATES


Neil P. Jiorle, Senior Project Manager
Environmental Services

ACCEPTED BY:

NAME (Printed) _____

TITLE & COMPANY: _____

SIGNATURE: _____ DATE: _____

**GENERAL CONDITIONS OF SERVICES****Client:** City of Asbury Park**Project Name:** Asbury Park DPW Garage LSRP and RI**Project Number:** 10950.002**Date:** March 17, 2017**A. SCOPE OF SERVICES**

The services to be provided by French & Parrello Associates, PA (FPA) have been set forth in the Proposal/Scope of Services and shall remain valid for a period of 90 days from the date of the Proposal, after which FPA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from FPA's scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. FEE

The total fee, except stated lump sum shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

C. BILLINGS/PAYMENTS

Invoices will be submitted monthly for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FPA may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. FPA reserves the right to stop work until invoices that are more than 75 days in arrears are paid in full. You agree that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of FPA.

D. STANDARD OF CARE

Services performed by FPA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this proposal, the services performed by FPA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by FPA.

E. HIDDEN CONDITIONS

When advised by FPA, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the client. Where investigation is NOT authorized, FPA shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual observation).

F. INFERRED CONDITIONS

The Client understands that actual subsurface conditions may vary from those which are encountered at the locations of borings, test pits or other such subsurface explorations. FPA will base interpretations and recommendations upon conditions inferred from the conditions encountered. Client recognizes that any future determination of conditions different than those which were encountered at the sampling locations may significantly impact the interpretation and recommendations provided by FPA. Any such variation of conditions should be brought to the prompt attention of FPA to assess the impact of the variations on the previously provided interpretations and recommendations. FPA will take no responsibility for any interpretation or recommendation others may make based upon subsurface data provided by FPA.

G. STANDARDS AND CODES

If the work under the contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition under this agreement.

H. RIGHT OF ENTRY

The client shall provide for right of entry for all FPA personnel and equipment necessary to perform the intended scope of services. The client understands that while FPA will take reasonable precaution to minimize any damage to the property, some damage may occur in the normal course of work, the correction of which is not part of this agreement.

I. UTILITIES

FPA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. FPA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. If location of underground utilities is included under the Scope of Services, those locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this proposal does not include opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or locating said utilities.

J. CHANGED CONDITIONS

If FPA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), FPA will notify Client in writing of the Changed Conditions. Client and FPA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If FPA and Client cannot agree upon amended terms and conditions within 30 days after notice, FPA may terminate this Agreement and be compensated as set forth in Section Q, "Termination."

**K. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS**

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Unless FPA's Scope of Services specifically includes Environmental Services, FPA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered FPA will take action to protect the health and welfare of their personnel, and will notify the client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

L. CERTIFICATIONS

Client agrees not to require that FPA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) FPA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) FPA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) FPA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by FPA is limited to an expression of professional opinion based upon the Services performed by FPA, and does not constitute a warranty or guaranty, either expressed or implied.

M. RISK ALLOCATION

Client agrees that, to the fullest extent permitted by law, FPA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of FPA's fee (whichever is greater).

N. INDEMNIFICATION

The Client shall indemnify and hold harmless FPA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of FPA, to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except FPA, or anyone for whose acts any of them may be liable).

O. NO SPECIAL OR CONSEQUENTIAL DAMAGES

Client and FPA agree that to the fullest extent permitted by law FPA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by FPA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

P. OWNERSHIP OF DOCUMENTS

Client may use the documents for the project or purposes contemplated by this agreement. Client may not reuse the documents, nor any of FPA's concepts or approaches in the Proposal to client, for any extension of the project or other project without FPA's prior written consent. Any unauthorized reuse or extension of FPA's work is at Client's sole risk and without liability to FPA, and Client will indemnify, defend, and hold FPA harmless from all claims or damages arising from any unauthorized reuse or extension of FPA's work. All documents related to a project will be destroyed in accordance with FPA Document Retention Guidelines in effect at that time.

Q. TERMINATION

This Agreement may be terminated for convenience by either party by thirty (30) days written notice or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that FPA shall be paid the total charges for labor performed to the termination notice date, plus reimbursable charges.

R. DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between FPA and Client arising out of or in any way related to this Agreement, except for those related to Billing/Payments, will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) Client assents to personal jurisdiction in the state of FPA's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where FPA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

S. SAFETY

FPA is not responsible for the implementation, discharge, or monitoring of any construction safety standards or practices, including demolition. These items are explicitly excluded from our scope.

T. SAMPLES AND WELLS

If FPA provides laboratory testing or analytic Services, FPA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Client will take custody of all monitoring wells and probes installed during any investigation by FPA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

U. BIOLOGICAL POLLUTANTS

FPA's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that FPA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless FPA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by FPA's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

V. ENTIRE AGREEMENT

The Proposal/Scope of Services and these General Conditions constitute the entire agreement between Client and FPA. If a Purchase Order (PO) or similar document is used in conjunction with this Agreement, it shall be for the sole purpose of defining quantities and fees to be provided hereunder, and to this extent only are incorporated as a part of this Agreement. Any preprinted terms and conditions included in such PO or similar documents shall not be incorporated and such PO or similar documents shall not be otherwise construed to modify, amend, or alter the terms of this Agreement.

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

**CITY COUNCIL**

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

MICHAEL N. CAPABIANCO, CITY MANAGER
JoANN BOOS, CFO

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account 7-01-20-165-000-209 of the City of Asbury Park to approve amended contract for LSRP Services in the amount of \$49,985.00.

With: French and Parello Associates

For: LSRP Services

In line item appropriations) as follows:
7-01-20-165-000-219

Contract period: N/A

Contract amount: \$49,985.00

Amount certified: \$49,985.00

Dated: April 12, 2017



JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 04/12/17

Attachment: French & Parello 49,985 (2017-131 : Amending Contract for LSRP services at DPW garage)



RESOLUTION NO. 2017-132

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE CITY OF ASBURY PARK AUTHORIZING THE RE-EXECUTION OF, AND A MODIFICATION TO, THE COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK AND THE HOUSING AUTHORITY OF THE CITY OF ASBURY PARK AND AFFIRMING THAT PROPERTIES AND PROJECTS OF THE HOUSING AUTHORITY OF THE CITY OF ASBURY PARK REMAIN GOVERNED BY THE COOPERATION AGREEMENT

WHEREAS, Section 36 of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), provides in pertinent part that “[a]ll projects and other properties of a . . . housing authority are . . . declared to be public property of a political subdivision of the State and devoted to an essential public and governmental function and purpose and shall be exempt from all taxes and special assessments of the State or any subdivision thereof”; and

WHEREAS, Section 40 of the Redevelopment Law further provides that, in connection with any housing project designed to provide living accommodations for persons of low and moderate income, a municipality “may agree with a housing authority . . . that a certain sum, in no event to exceed the amount equal to 10% of the amount received by that authority, or that no sum, shall be paid by that authority . . . in lieu of taxes for any year or period of years”; and

WHEREAS, the City of Asbury Park (the “**City**”) and the Housing Authority of the City of Asbury Park (the “**Housing Authority**”) heretofore entered into a cooperation agreement dated January 31, 1986 (the “**Cooperation Agreement**”); and

WHEREAS, the Cooperation Agreement provides for a payment in lieu of taxes (the “**PILOT**”) for all projects and property of the Housing Authority; and

WHEREAS, the Housing Authority received approval from the U.S. Department of Housing and Urban Development (“**HUD**”) to substantially rehabilitate 215 senior residential units in buildings known as Dr. Robinson Towers, Charles Lumley Homes and Comstock Court (collectively, the “**Improvements**”) through HUD’s Rental Assistance Demonstration Program (the “**RAD**”), such Improvements located respectively on properties identified on the City’s tax maps as Block 304, Lot 2, more commonly known as 1000 3rd Avenue, Block 304, Lot 4, more commonly known as 1004 Comstock Street, and Block 404, Lot 1, more commonly known as 1018 First Avenue (collectively, the “**Land**”; together with the Improvements, the “**Project**”); and

WHEREAS, the Housing Authority intends to enter into a ground lease for the Land with a for-profit entity (the “**Entity**”), which Entity has, as a member, a single-purpose entity that is created and controlled by the Housing Authority; and

WHEREAS, in order to facilitate financing for the rehabilitation and in accordance with the Housing Authority’s RAD approval by HUD, the Housing Authority will transfer fee title of the Improvements to the Entity for the syndication of low-income housing tax credits, and which Entity will contract with the Housing Authority to conduct the rehabilitation and to manage the Project upon completion; and

WHEREAS, the Project will continue to meet the definition of “project” in the Cooperation Agreement as (a) low-rent housing (b) developed by the Housing Authority and (c) subject to a contract with HUD for loans and annual contributions, following the ground lease of the Land and the transfer of title of the Improvements; and

WHEREAS, the parties now desire to re-execute the Cooperation Agreement, modify said Cooperation Agreement and affirm that properties and projects of the Housing Authority are to remain governed by the Cooperation Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ASBURY PARK AS FOLLOWS:

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

2. Council authorizes the Mayor to re-execute the Cooperation Agreement.

3. Council finds and determines that the Project will remain governed by the terms of the Cooperation Agreement following the rehabilitation and transfer of fee title of the Improvements and the ground lease of the Land to the Entity. As such, the Housing Authority will be required to continue to make payments in lieu of tax to the City of Asbury Park calculated in accordance with Section 3 of the Cooperation Agreement.

4. The Council hereby further authorizes the Mayor to execute a modification to the Cooperation Agreement, subject to HUD approval if necessary, as follows:

(a) The definition of Shelter Rent shall be restated as follows:

“Shelter Rent” shall mean the total of all charges paid by all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), excluding any and all rental subsidies received by the Local Authority from the Government on behalf of either the Property or any individual Property tenant, and less the cost to the Local Authority of all dwelling and non-dwelling utilities as defined in the Agreement.

- (b) Section 10 of the Cooperation Agreement shall be restated as follows:

So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as a (a) Government Use Agreement, (b) Deed of Easement and Restrictive Covenant for Extended Low-Income Occupancy or Financing, (c) Deed Restriction and Regulatory Agreement, or (d) any such similar document recorded against such Project in favor of the Government, the Local Authority, or any other public body or governmental agency, authorized by law to engage in the development or administration of low-rent housing projects as may be applicable. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or government agency, including the Government.

Notwithstanding the above, to the extent the modification is not executed, the Cooperation Agreement dated January 31, 1986, shall remain in full force and effect.

4. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-132 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-133

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

AMENDING THE COOPERATION AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE HOUSING AUTHORITY

WHEREAS This AMENDED AND RESTATED MODIFICATION AGREEMENT (the "**Modification**"), entered into as of this 12th day of April 2017 (the "**Effective Date**"), constitutes an amended and restated modification of that certain cooperation agreement dated January 31, 1986 (the "**Cooperation Agreement**," a copy of which is attached as **Exhibit A** hereto), entered into by and between the **HOUSING AUTHORITY OF THE CITY OF ASBURY PARK** (the "**Housing Authority**"; a "**Party**") and the **CITY OF ASBURY PARK** (the "**City**"; a "**Party**"). All capitalized terms used in this Modification not otherwise defined herein shall have the meaning specified in the Cooperation Agreement.

WITNESSETH

WHEREAS, Section 36 of the Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), provides in pertinent part that "[a]ll projects and other properties of a . . . housing authority are . . . declared to be public property of a political subdivision of the State [of New Jersey] and devoted to an essential public and governmental function and purpose and shall be exempt from all taxes and special assessments of the State or any subdivision thereof"; and

WHEREAS, Section 40 of the Redevelopment Law further provides that, in connection with any housing project designed to provide living accommodations for persons of low and moderate income, a municipality "may agree with a housing authority . . . that a certain sum, in no event to exceed the amount equal to 10% of the amount received by that authority, or that no sum, shall be paid by that authority . . . in lieu of taxes for any year or period of years"; and

WHEREAS, the Cooperation Agreement provides for a payment in lieu of taxes (the "**PILOT**") for all projects and property of the Housing Authority; and

WHEREAS, the Housing Authority received approval from the Government to substantially rehabilitate 215 senior residential units in buildings known as Dr. Robinson Towers, Charles Lumley Homes and Comstock Court (collectively, the "**Improvements**") through the Government's Rental Assistance Demonstration Program ("**RAD**"), such

Improvements located respectively on properties identified on the City's tax maps as Block 304, Lot 2, more commonly known as 1000 3rd Avenue; Block 304, Lot 4, more commonly known as 1004 Comstock Street; and Block 404, Lot 1, more commonly known as 1018 First Avenue (collectively, the "**Land**"; together with the Improvements, the "**RAD Project**"); and

WHEREAS, the Housing Authority intends to enter into a ground lease for the Land with a for-profit entity (the "**Entity**"), which Entity has, as a member, a single-purpose entity that is created and controlled by the Housing Authority; and

WHEREAS, in order to facilitate financing for the rehabilitation and in accordance with the Housing Authority's RAD approval, the Housing Authority will transfer fee title of the Improvements to the Entity for the syndication of low-income housing tax credits, and which Entity will contract with the Housing Authority to conduct the rehabilitation and to manage the RAD Project upon completion; and

WHEREAS, the Parties had previously executed a modification agreement dated August 7, 2016 (the "**2016 Modification Agreement**"), which agreement was subsequently submitted to the New Jersey Attorney General's office for review and comments; and

WHEREAS, the Deputy Attorney General requested certain amendments to the 2016 Modification Agreement; and

WHEREAS, the Parties now desire to amend and restate that 2016 Modification Agreement in accordance with, and for the purposes set forth in, this Modification.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The definition of Shelter Rent in Section 1(c) of the Cooperation Agreement shall be restated as follows:

(c) "Shelter Rent" shall mean the total of all charges paid by all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), excluding any and all rental subsidies received by the Local Authority from the Government on behalf of either the Property or any individual Property tenant, and less the cost to the Local Authority of all dwelling and non-dwelling utilities as defined in the Agreement.

2. Section 10 of the Cooperation Agreement shall be restated as follows:

So long as any contract between the Local Authority and the

Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government or the New Jersey Housing and Mortgage Financing Agency (the "NJHMFA"). The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as a (a) Government Use Agreement, (b) Deed of Easement and Restrictive Covenant for Extended Low-Income Occupancy or Financing, (c) Deed Restriction and Regulatory Agreement between the Project and the NJHMFA, (d) a mortgage between the Project and the NJHMFA or (e) any such similar document recorded against such Project in favor of the Government, the Local Authority, or any other public body or governmental agency, including the NJHMFA, authorized by law to engage in the development or administration of low-rent housing projects as may be applicable. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or government agency, including the Government.

IN WITNESS WHEREOF, the Parties hereto have caused this Modification to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the Effective Date first written above.

ATTEST:

**HOUSING AUTHORITY OF
THE CITY OF ASBURY PARK**

Name: _____

Title: _____

ATTEST:

CITY OF ASBURY PARK

Name: _____

Title: _____

STATE OF NEW JERSEY

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S

COUNTY OF MONMOUTH

I CERTIFY that on _____, 2017, who is the____of THE HOUSING
AUTHORITY OF THE CITY OF ASBURY PARK, signed the foregoing instrument and
who is known to me, acknowledged before me on this _____day of _____
that_____being informed of the contents of the instrument, s/he, as
such and with full authority, executed the same voluntarily for and as the act of said limited
liability company.

Sworn and subscribed to before me on the

_____day of _____, 2017

Notary Public

STATE OF NEW JERSEY

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COUNTY OF MONMOUTH

I CERTIFY that on_____2017,_____ personally came before
me and acknowledged under oath, to my satisfaction, that: (a) this person is the of the City of
Asbury Park, the municipal body named in this document,
(b) this person is the attesting witness to the signing of this document by the of the City of
Asbury Park, (c) this document was signed and delivered as its voluntary act duly authorized
by proper resolution, and (d) this person signed this proof to attest to the truth of these facts.

Sworn and subscribed to before me on the

_____day of _____, 2017.

Notary Public

EXHIBIT A

Cooperation Agreement dated January 31, 1986

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-133 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK

Form HUD-52401. This form has been prepared by the Department of Housing and Urban Development for use by a Local Authority as a guide in drafting agreements providing for local cooperation, as required by the Housing Act of 1937, and by regulations of the Department.

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December 1969

COOPERATION AGREEMENT

This Agreement entered into this 31st day of January 19 86, by and between the Housing Authority of the City of Asbury Park (herein called the "Local Authority") and City of Asbury Park (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non dwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects

comprising approximately 582 units of low-rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State

of New Jersey, 3/ all Projects are exempt from all real and personal property taxes and special assessments; 4/ levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-cost housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments; 4/ upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called

Attachment: Housing Authority Agreement from 1986 (2017-133 : Amending the Cooperation Agreement between the City of Asbury Park and the

HUD-52481

Page 2

December 1969

"Payments in Lieu of Taxes") in lieu of such taxes and special assessments 4/ and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made

after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent 8/ charged by the Local Authority in respect to such Project during such fiscal year 5a/

at the time when real property taxes on such Project would be paid if it were subject to taxation, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent 8/ charged by the Local Authority in respect to such Project during the 12 months' period ending March 31 before such payment is made 5b/

or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower 7/

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation 6a/

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation 6b/

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing project(s) heretofore undertaken by the Local Authority and identified as

Project(s) No.(s) Not Applicable 7/ there has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of such unit that this have

of such units shall be provided; and Provided, further, That this paragraph shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

HUD-52481

Page 3

December 1969

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality

such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

Attachment in
Form HUD-52481
December 1989

NOTES IN CONNECTION WITH THE USE OF FORM HUD-52481, "COOPERATION AGREEMENT"

For general information in connection with the preparation and adoption of Cooperation Agreements, See Handbook RHA 7402.1, Chapter 1, Section 3.

Form HUD-52481 should be used as a guide in drafting a Cooperation Agreement. It is applicable to both urban and rural nonfarm housing. Normally, a Cooperation Agreement will cover low-rent housing to be developed or acquired in one locality, and Form HUD-52481 is for use in entering into an agreement with the governing body of the locality in which such housing is to be located. In the event that cooperation is required from an additional governing body or taxing body, a joint agreement or separate agreements with such additional bodies may be used; modifications of Form HUD-52481 will be required, and the Government should be consulted in such cases.

The following notes are related to the use of the blank spaces and the alternate provisions in Form HUD-52481:

- 1/ Insert the name of the political subdivision with which the Cooperation Agreement is being entered into, such as "City of Atlanta, Georgia," or "County of Fulton, State of Georgia," etc. The word "Municipality" is used as a defined term throughout the Agreement to identify the political subdivision, even though in some cases it may be a county or other body.
- 2/ Insert the number of units of low-rent housing to which the Cooperation Agreement applies.
- 3/ Insert the name of the State, indicating whether it is a State or Commonwealth.
- 4/ Omit the bracketed material if low-rent housing owned by the Local Authority is not exempt from special assessments.
- 5a/ 5b/ The material preceding 5a/ should be used if Payments in Lieu of Taxes are to be made on the basis of the Local Authority's fiscal year. The material preceding 5b/ should be used if Payments in Lieu of Taxes are to be made at the time when real property taxes would be paid; in this case, the end of the 12-month period in respect to which Payments in Lieu of Taxes are made should be filled out for a period which will allow time to permit the computation of the amount due before it becomes payable. In either alternate, a percentage of less than 10 percent may be inserted if agreed to by the Municipality and the Local Authority.
- 6a/ 6b/ These are alternate provisions. The material preceding 6a/ should be used if a division of the Payments in Lieu of Taxes is to be made. The distribution provided in this paragraph is suggested as being generally the most equitable distribution. If, however, the Authority desires (or the laws of the State require) the distribution to be on a different basis, then the terminology should be appropriately modified. The material preceding 6b/ should be used if no division is to be made or if a separate Cooperation Agreement is entered into with each Taxing Body.

is entered into with each leasing party.

7/

The bracketed material should be omitted (a) if no other Government-aided project is the subject of a Cooperation Agreement between the Municipality and the Local Authority, or (b) if there are such other projects but an Equivalent Elimination Notice has been issued in respect to all such projects prior to the date of initiation of any of the Projects covered by this Agreement.

8/

The bracketed material should be omitted unless the Local Authority desires to base payments in lieu of taxes upon ten percent (10%) of the Shelter Rent actually collected. In no event may payments in lieu of taxes be based upon an amount in excess of ten percent (10%) of the Shelter Rents charged.

GPO 1985-519

HUD-52481
Page 4
December 1969

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

City of Asbury Park
(Corporate Name of Municipality)

By _____
(Title)
MAYOR

Attest:

(Title)
Clerk

(SEAL)

Housing Authority City of Asbury Park
(Corporate Name of Local Authority)

Packet Pg. 97

Attachment: Housing Authority Agreement from 1986 (2017-133 : Amending the Cooperation Agreement between the City of Asbury Park and the

By _____
Chairman

Attest:

(Title)
Executive Director/Secretary

Attachment: Housing Authority Agreement from 1986 (2017-133 : Ameding the Cooperation Agreement between the City of Asbury Park and the

**RESOLUTION NO. 2017-134**

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

RESOLUTION AWARDING PILOT BILLING REVIEW

WHEREAS, on March 29, 2017 the Temporary Purchasing Agent accepted one bid in response to the Request For Proposals for Review of PILOT Billing; and

WHEREAS, the response has been deemed complete by the Temporary Purchasing Agent; and

WHEREAS, the Temporary Purchasing Agent is recommending an award to Lerch, Vinci, Higgins LLP in a not-to-exceed amount of \$25,000.00; and

WHEREAS, a copy of the Lerch, Vinci, Higgins LLP response shall be attached to this Resolution; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 7-01-20-130-000-204.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for PILOT Billing Review in a not-to-exceed amount of \$25,000.00 to Lerch, Vinci, Higgins LLP.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-134 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK

**RESPONSE TO
REQUEST FOR PROPOSALS
PILOT ANALYSIS AND BILLING
CITY OF ASBURY PARK**

Submitted by:

**Lerch, Vinci & Higgins, LLP
17-17 Route 208
Fair Lawn, NJ 07410**

March 29, 2017

Attachment: Lerch Vinci Higgins PILOT billing (2017-134 : Awarding PILOT Billing Review)



LERCH, VINCI & HIGGINS, LLP

CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA
GARY J. VINCI, CPA, RMA, PSA
GARY W. HIGGINS, CPA, RMA, PSA
JEFFREY C. BLISS, CPA, RMA, PSA
PAUL J. LERCH, CPA, RMA, PSA
DONNA L. JAPHET, CPA, PSA
JULIUS B. CONSONI, CPA, PSA
ANDREW D. PARENTE, CPA, RMA, PSA

ELIZABETH A. SHICK, CPA, RMA, PSA
ROBERT W. HAAG, CPA, PSA
DEBORAH K. LERCH, CPA, PSA
RALPH M. PICONE, CPA, RMA, PSA
DEBRA GOLLE, CPA
CINDY JANACEK, CPA, RMA
MARK SACO, CPA
SHERYL M. NICOLosi, CPA

March 29, 2017

Mr. Michael Capobianco
City Manager
City of Asbury Park
Municipal Plaza
Asbury Park, NJ 07712

Re: City of Asbury Park
Request for Proposals – PILOT Analysis and Billing

Dear Mr. Capobianco:

In response to the City of Asbury Park's Request for Proposals for PILOT Analysis and Billing, we are submitting our response to the City's RFP which clearly supports Lerch, Vinci & Higgins, LLP's ("LV&H") qualifications.

The partnership of Lerch, Vinci & Higgins, LLP (L V & H) was formed in 1990 for the purpose of devoting our specialized and extensive experience to better serve governmental and nonprofit entities. As reflected in our client list enclosed herein, the firm of L V & H presently represents over 150 governmental and nonprofit entities, including over forty-five municipalities and over eighty school districts.

The firm has devoted considerable time advising municipalities with the recordkeeping, billing, and negotiation of payment-in-lieu-of-taxes (PILOT) agreements. Below is a listing of municipalities we have assisted in recent years:

- Township of Woodbridge
- City of Orange Township
- Borough of Cliffside Park
- City of Garfield
- Borough of Montvale
- Borough of Dumont

-2-

- Borough of Park Ridge
- Woodbridge Redevelopment Agency
- Garfield Redevelopment Agency
- City of Rahway

Our engagements with regard to municipal PILOTs have included the following services:

- Comprehensive Review of PILOT Agreements
 - Recalculation of Annual Service Charges due by year and the reconciliation between actual municipal receipts and the aforementioned recalculations
 - The review of all records concerning financial agreements and the ordinances/resolutions authorizing them, annual audited financial statements provided by developer entities, and billing and cash receipts records
 - The development of procedures to enhance the maintenance of PILOT records
- The development of financial models utilized by Tax Collectors and CFOs to bill and budget Annual Service Charges
- Budgetary impact analysis with regards to existing and projected PILOT dollars by entity
- Negotiation of Financial Agreements, including the percentage of annual gross revenues and the statutory staging of taxes

If you have any questions regarding our firm's qualifications, please feel free to contact us. We look forward to the opportunity to serve the City of Asbury Park.

Very truly yours,
LERCH, VINCI & HIGGINS, LLP



Dieter P. Lerch
Partner

FIRM OVERVIEW

Firm Overview

- This response to the Request for Proposals for the City of Asbury Park for PILOT Analysis and Billing is being submitted by:

Lerch, Vinci & Higgins, LLP
 17-17 Route 208
 Fair Lawn, NJ 07410
 Phone: (201) 791-7199
 Key Contact: Dieter P. Lerch, CPA, PSA, RMA

- The firm of Lerch, Vinci & Higgins, LLP ("LV&H") is organized as a limited liability partnership. The firm's principals are as follows:

<u>Name</u>	<u>Business Address</u>
Dieter P. Lerch	17-17 Route 208, Fair Lawn, NJ 07410
Gary J. Vinci	17-17 Route 208, Fair Lawn, NJ 07410
Gary W. Higgins	17-17 Route 208, Fair Lawn, NJ 07410

- Lerch, Vinci & Higgins, LLP was formed in 1990 for the purpose of devoting our specialized and extensive experience to better serve governmental and non-profit entities. The firm has been under the current management since its formation in 1990.
- A Certificate of Insurance will be furnished upon award of contract.
- The firm of Lerch, Vinci & Higgins, is in compliance with all applicable affirmative action requirements. A copy of the firm's current Certificate of Employee Information Report is attached hereto.
- There are currently no judgements, claims or suits pending or outstanding against the firm of LV&H, nor has the firm ever had any judgements, claims or suits filed against it.
- The firm of LV&H is not currently involved or has it ever been involved in any bankruptcy proceedings.
- Dieter P. Lerch is a Certified Public Accountant licensed to practice in the State of New Jersey (License No. 20CC009763). Mr. Lerch is a Registered Municipal Accountant (License No. 20CR000398). Mr. Lerch is also a Public School Accountant licensed to practice in the State of New Jersey (License No. 20CS000756). The firm of Lerch, Vinci & Higgins is licensed to operate in the State of New Jersey (License No. 20CB002672).
- The following LV&H personnel will be assigned to the engagement (see resumes attached):

Dieter P. Lerch, CPA, RMA, Partner
 Donna L. Japhet, CPA, Partner

Gary W. Higgins, CPA, RMA, Partner
 Michael Johnston, Financial Manager

PROFESSIONAL QUALIFICATIONS AND EXPERIENCE

Firm Qualifications and Experience

The partnership of Lerch, Vinci & Higgins, LLP (L V & H) was formed in 1990 for the purpose of devoting our specialized and extensive experience to better serve governmental and nonprofit entities. As reflected in our client list enclosed herein, the firm of L V & H presently represents over 150 governmental and nonprofit entities, including over forty-five municipalities and over eighty school districts.

Our professional staff is both highly skilled and highly motivated. The firm has approximately forty professional staff, consisting of sixteen Certified Public Accountants, nine of whom are Registered Municipal Accountants as well. This complement of licensed professionals enables our firm to provide our clients with the timely and in-depth responsiveness they expect and deserve. Our approach to accounting and auditing is management-oriented. We concentrate on maintaining a close and constructive relationship with our clients throughout the year.

All L V & H professional staff are provided continuing professional education in order to meet the Government Auditing Standards requirements promulgated by the United States General Accounting Office, which requires at least 24 hours of training in the governmental environment and government auditing subjects out of the 80 hours required in each biennial period. All of the present staff meet the requirements for continuing education.

The firm is a member of the American Institute of Certified Public Accountants, and as a requirement of membership, must undergo a Peer Review every three years. The review is conducted by an independent certified public accounting firm and includes an extensive review of our audit workpapers, audit reports and internal quality control policies to ensure that we are adhering to the professional standards of the industry.

The firm completed the required Quality Review in February 2016 and was successful once again in obtaining a peer review rating of pass.

Most of the Certified Public Accountants of the firm are members of the American Institute of CPA's as well as members of the New Jersey Society of CPA's. Several members of the staff are also members of the Government Finance Officers Association (GFOA). In addition, certain firm staff are members of the New Jersey Association of School Business Officials and other professional organizations such as the AICPA Management Consulting Services Section, the New Jersey State Society of CPA's Governmental Accounting and Auditing Committee, and the Special Review Committee of the Government Finance Officers Association and Association of School Business Officials International.

Firm Qualifications and Experience (continued)

Our Management Advisory Department has extensive experience in providing governmental entities services in the following areas:

- Development of accounting policies and procedures
- Assistance in annual budget preparation and projection
- Accounting support services in connection with the sale of taxable and tax exempt bonds
- Appearance before regulatory agencies
- Assistance with fact finding for labor negotiations, including the providing of expert testimony
- Preparation of feasibility studies for the creation of independent authorities and agencies for the purposes of redevelopment, parking, sanitary sewer and solid waste services.
- Comparison and financial impact of bond referendum vs. lease purchase
- Comprehensive analysis of all financial matters relating to payment-in-lieu of taxes (PILOT) agreements, including negotiations, recordkeeping and modeling
- Cost benefit studies, including privatization of government services
- Sewer, water and garbage user fee studies
- Municipal fiscal recovery plans
- Computation of rebatable arbitrage in accordance with IRS regulations
- Financial consulting for the creation and dissolution of municipal utility authorities
- Feasibility studies in connection with interlocal services agreements
- Review and evaluation of financial terms of contracts

The firm truly prides itself on client service and on the high degree of professional expertise it has to offer to its governmental clients. The firm welcomes you to contact any of the clients contained in our resume for a reference as to our commitment to providing the highest degree of client service.

SERVICES TO BE PROVIDED

Engagement Strategy and Services to be Provided

Lerch, Vinci & Higgins, LLP's ("LV&H") strategy in planning engagements relating to the Long Term Tax Exemption Law (the "LTTE Law") begins with evaluating the city's formal written procedures regarding the initiation of PILOT agreements. In conjunction with the evaluation of the records, we will interview all City employees and officials responsible for the initiation, implementation and monitoring of matters relating to PILOTs. Furthermore, with your approval, we will contact the appropriate professionals (i.e. attorneys, engineers, planners) with which the City has consulted in negotiating and executing the City's four PILOT agreements. Based upon the results of the evaluation, we will determine the respective documents and records the City should have executed and retained for each of the four separate agreements containing the 291 properties. All records and documents for the active tax abatement agreements will be assembled, and will include, but not be limited to, the following:

- City resolution or ordinance awarding tax abatement
- Financial agreements between the City and tax abatement recipient indicating terms of Annual Service Charge and duration of tax abatement agreement
- Cost benefit analysis related to specific tax abatement projects
- Where applicable, annual audits required to be submitted by tax abatement recipients subject to PILOT payments as a percentage of gross annual revenue
- Billing and cash receipts records
- Documentation indicating the City's payment to the County of Monmouth for statutory 5% share of Annual Service Charges

Based upon the information included in the financial agreements between the City and respective entities party to the agreements, we will calculate the Annual Service Charge (ASC) for the term of the financial agreement for each property, including the start and end dates for each unit.

Based upon the calculated ASC for each property, we will verify the billings by the City for the most recent two fiscal years and determine the actual amounts received with respect to those billings. For all financial agreements signed subsequent to July 9, 2003, we will calculate the 5 percent due to the County of Monmouth and verify that amount to the actual amount paid.

Based upon the application of the above procedures, we will assist in developing procedures to enhance the maintenance of records the City requires and maintains for all active and future tax abatement agreements. Additionally, we will incorporate suggestions from the July 2013 State Comptroller's Office study regarding abatements called "Management of Tax Exempt Property by Selected New Jersey Municipalities". In this report, the State Comptroller's office studied the tax abatement practices of three New Jersey municipalities. The report specifically reviewed recordkeeping related to properties subject to abatement agreements, including whether each project is supported by a resolution and financial agreement. The report reviewed systems to track the expiration dates of the abatement agreements and reconciled PILOT payments to particular municipal properties. The report offered PILOT-related recordkeeping and monitoring suggestions for New Jersey municipalities as follows: i) maintain relevant documentation and support pertaining to tax abatement agreements; ii) ensure that future agreements are supported by a cost-benefit analysis; iii) ensure that all PILOT-related information is available for public reporting, and iv) to maintain a list of all property covered under PILOT agreements.

Throughout this process, we will provide the designated City officials with status reports on the engagement. Additionally, as requested, we will appear at meetings of the City's governing body.

FEE PROPOSAL

Fee Proposal

Our fee to undertake the services as outlined in the City's "Request" for Proposal" will be based on the actual time spent at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

Partners	\$175 per hour
Senior Financial Managers	\$150 per hour
Financial Analysts	\$125 per hour
Other Personnel	\$ 45 per hour

Our fee for the above described services is as follows:

Price #1

Estimated Fee	\$25,000
Estimated Hours	170

Price #2

Estimated Fee	\$100,000 Annually
Estimated Hours	650

OTHER REQUESTED INFORMATION

CITY OF ASBURY PARK
REQUEST FOR PROPOSAL- PILOT ANALYSIS AND BILLING
BID PROPOSAL FORM

Name of Company Lerch, Vinci & Higgins, LLP

Street Address 17-17 Route 208 PO Box _____

City, State, Zip Fair Lawn, NJ 07410

Business Phone Number (201) 791-7100 Ext. 218

FAX No. (201) 791-3035 E-Mail dlersch@lvhcpa.com

FEIN No. 22-3015339

Contact Person: Dieter P. Lerch, Partner

Names of Partners:

Dieter P. Lerch
 Gary W. Higgins
 Paul J. Lerch
 Julius B. Consoni

Gary J. Vinci
 Jeffrey C. Bliss
 Donna L. Japhet
 Andrew D. Parente

Gary W. Higgins
 Authorized Agent



Attachment: Lerch Vinci Higgins PILOT billing (2017-134 : Awarding PILOT Billing Review)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Lerch, Vinci & Higgins, LLP

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Dieter Lerch Home Address: 210 Mockingbird Lane Franklin Lakes, NJ 07417	Name: Gary Vinci Home Address: 5 Ashley Place Towaco, NJ 07082
Name: Gary Higgins Home Address: 462 Old Post Road Wyckoff, NJ 07481	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 28 day March 2017.

Nancy B. French, Notary Public of New Jersey

My Commission expires: March 9, 2020.

NANCY B. FRENCH
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 3/9/2020

Gary W. Higgins, Partner
 (Print name & title of affiant)

(Corporate Seal)

Attachment: Lerch Vinci Higgins PILOT billing (2017-134 : Awarding PILOT Billing Review)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

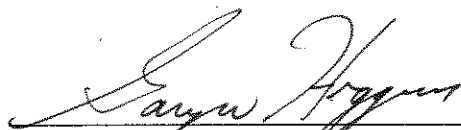
:SS:

COUNTY OF BERGEN

I, Gary W. Higgins, of the Township of Wyckoff in the County of Bergen and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Partner in the firm of Lerch, Vinci & Higgins, LLP and the bidder making the Proposal for the above mentioned contract, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Franklin Township Public Schools relies upon the truth of the statements contained in said Proposal and in the statement contained in this affidavit in awarding the contract for the said bid.

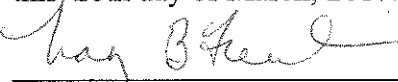
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Lerch, Vinci & Higgins, LLP.


Signature of Contractor

3/28/17
Date

Gary W. Higgins, Partner

Subscribed and sworn to before me
this 28th day of March, 2017.


Notary Public Signature

My commission expires: **NANCY B. FRENCH**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/9/2020

Seal

Attachment: Lerch Vinci Higgins PILOT billing (2017-134 : Awarding PILOT Billing Review)

EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq., (P.L. 1975, C.127)****N.J.A.C. 17:27 et seq.****GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applications in recruitment and employment, and that employee are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

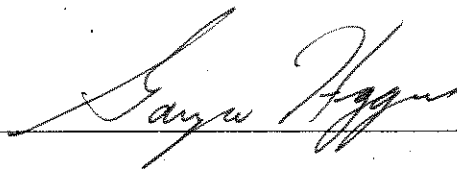
In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional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

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

SIGNATURE: _____



NAME: Gary W. Higgins

TITLE: Partner

BUSINESS NAME: Lerch, Vinci & Higgins, LLP

DATE: March 28, 2017

Attachment: Lerch Vinci Higgins PILOT billing (2017-134 : Awarding PILOT Billing Review)

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

The contractor and the City of Asbury Park (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

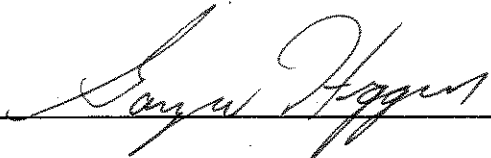
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

SIGNATURE:



NAME: Gary W. Higgins **TITLE:** Partner

BUSINESS NAME: Lerch, Vinci & Higgins, LLP

DATE: March 28, 2017

Attachment: Lerch Vinci Higgins PILOT billing (2017-134 : Awarding PILOT Billing Review)

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: N/A Bidder/Offoror: Lerch, Vinci & Higgins, LLP

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

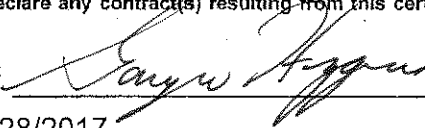
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offoror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offoror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Gary W. Higgins

Signature: 

Title: Partner

Date: 3/28/2017

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

LERCH, VINCI, & HIGGINS, LLP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-015-339/000

SEQUENCE NUMBER:

0558535

ADDRESS:

17-17 ROUTE 208
FAIR LAWN NJ 07410

ISSUANCE DATE:

08/24/04

EFFECTIVE DATE:

01/01/90

FORM-BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Attachment: Lerch Vinci Higgins PILOT billing (2017-134 : Awarding PILOT Billing Review)

Certification 7122

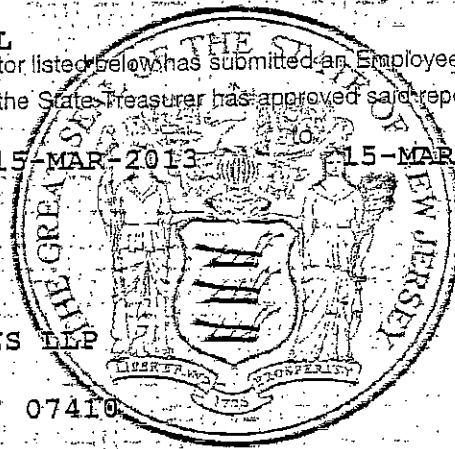
CERTIFICATE OF EMPLOYEE INFORMATION REPORT**RENEWAL**

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

15-MAR-2013 to 15-MAR-2020

LERCH, VINCI & HIGGINS LLP
17-17 RT. 208
FAIR LAWN

NJ 07410



Andrew P. Sidamon-Eristoff
State Treasurer



LERCH, VINCI & HIGGINS, LLP

CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA
GARY J. VINCI, CPA, RMA, PSA
GARY W. HIGGINS, CPA, RMA, PSA
JEFFREY C. BLISS, CPA, RMA, PSA
PAUL J. LERCH, CPA, RMA, PSA
DONNA L. JAPHET, CPA, PSA
JULIUS B. CONSONI, CPA, PSA
ANDREW D. PARENTE, CPA, RMA, PSA

ELIZABETH A. SHICK, CPA, RMA, PSA
ROBERT W. HAAG, CPA, PSA
DEBORAH K. LERCH, CPA, PSA
RALPH M. PICONE, CPA, RMA, PSA
DEBRA GOLLE, CPA
CINDY JANACEK, CPA, RMA
MARK SACO, CPA
SHERYL M. NICOLosi, CPA

March 28, 2017

Mr. Michael Capobianco
City Manager
City of Asbury Park
Municipal Plaza
Asbury Park, NJ 07712

Dear Mr. Capobianco:

Please be advised that the firm of Lerch, Vinci & Higgins, LLP currently has no ethics violations pending against the firm, nor has the firm ever had any ethics violations filed against it.

Very truly yours,
LERCH, VINCI & HIGGINS, LLP

Gary W. Higgins
Partner

Attachment: Lerch Vinci Higgins PILOT billing (2017-134 : Awarding PILOT Billing Review)

System Review Report

February 25, 2016

To the partners of Lerch, Vinci & Higgins, LLP
and the Peer Review Committee of the NJCPA

We have reviewed the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins, LLP (the firm) in effect for the year ended September 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins, LLP in effect for the year ended September 30, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all materials respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lerch, Vinci & Higgins, LLP has received a peer review rating of *pass*.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.

CLIENT LIST

**MUNICIPAL CLIENTS PRESENTLY RETAINING THE SERVICES
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP**

Borough of Alpine - Bergen County
Borough of Bergenfield – Bergen County
Borough of Cliffside Park - Bergen County
City of Clifton - Passaic County
Borough of Closter - Bergen County
Borough of Cresskill - Bergen County
Borough of Demarest - Bergen County
Borough of Dumont – Bergen County
Borough of Elmwood Park – Bergen County
Borough of Emerson – Bergen County
City of Englewood – Bergen County
Borough of Franklin Lakes – Bergen County
City of Garfield - Bergen County
Borough of Glen Rock – Bergen County
Borough of Harrington Park - Bergen County
Borough of Haworth - Bergen County
Borough of Hopatcong – Sussex County
Township of Little Falls - Passaic County
Borough of Little Ferry - Bergen County

**MUNICIPAL CLIENTS PRESENTLY RETAINING THE SERVICES
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP
(continued)**

Borough of Montvale - Bergen County
Township of Montville - Morris County
Borough of Moonachie - Bergen County
Township of Mount Olive - Morris County
Borough of North Arlington – Bergen County
Borough of Old Tappan - Bergen County
City of Orange – Essex County
Borough of Palisades Park – Bergen County
Borough of Park Ridge – Bergen County
City of Passaic - Passaic County
City of Rahway - Union County
Township of Readington – Hunterdon County
Township of River Vale – Bergen County
Borough of Rockleigh - Bergen County
City of South Amboy - Middlesex County
Township of South Hackensack – Bergen County
Borough of Tenafly – Bergen County
Borough of Totowa - Passaic County
Borough of Upper Saddle River – Bergen County
Borough of Waldwick - Bergen County
Borough of Wallington - Bergen County

**MUNICIPAL CLIENTS PRESENTLY RETAINING THE SERVICES
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP
(continued)**

Township of Washington – Bergen County
Township of Wayne - Passaic County
Township of Weehawken – Hudson County
Town of West New York – Hudson County
Borough of Westwood - Bergen County
Township of Woodbridge – Middlesex County
Borough of Woodcliff Lake - Bergen County
Borough of Wood Ridge - Bergen County
Township of Wyckoff – Bergen County

**AUTHORITIES AND OTHER GOVERNMENTAL ENTITIES
PRESENTLY RETAINING THE SERVICES
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP**

Bergen County Utilities Authority
North Bergen Municipal Utilities Authority
North Jersey District Water Supply Commission
Plainfield Municipal Utilities Authority
Passaic Parking Authority
Rahway Parking Authority
Rockleigh Sewerage Authority
Westwood Parking Authority
Jersey City Redevelopment Agency
Cliffside Park Redevelopment Agency
Rahway Redevelopment Agency
Passaic Redevelopment Agency
Garfield Redevelopment Agency
South Amboy Redevelopment Agency
Woodbridge Redevelopment Agency
Woodbridge Fire District No. 5
Woodbridge Fire District No. 7
Woodbridge Fire District No. 11
Bergen Municipal Employee Benefits Fund
Bergen County Municipal Joint Insurance Fund
Northeast Bergen School Boards Insurance Group
New Jersey Intergovernmental Insurance Fund
South Bergen Municipal Joint Insurance Fund
Suburban Essex Joint Insurance Fund

**BOARDS OF EDUCATION PRESENTLY RETAINING THE SERVICES
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP**

Allendale – Bergen County
Belleville – Essex County
Bergen County Special Services School District - Bergen County
Bergen County Vo-Tech - Bergen County
Bergenfield - Bergen County
Bogota - Bergen County
Boonton – Morris County
Carlstadt - Bergen County
Carlstadt-East Rutherford Regional – Bergen County
Carteret – Middlesex County
Cedar Grove – Essex County
Clark – Union County
Closter - Bergen County
Clifton - Passaic County
Cresskill - Bergen County
East Hanover – Morris County
East Orange – Essex County
East Rutherford – Bergen County
Elizabeth – Union County
Elmwood Park – Bergen County
Englewood – Bergen County
Essex Regional Educational Services Commission – Essex County
Florham Park - Morris County
Frankford - Sussex County
Franklin Township - Somerset County
Garfield - Bergen County
Glen Rock – Bergen County
Harrington Park – Bergen County

**BOARDS OF EDUCATION PRESENTLY RETAINING THE SERVICES
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP
(continued)**

Hillside – Union County
Hoboken – Hudson County
Hopatcong – Sussex County
Kearny- Hudson County
Lakewood – Ocean County
Leonia – Bergen County
Little Falls – Passaic County
Little Ferry – Bergen County
Lodi – Bergen County
Maywood - Bergen County
Midland Park - Bergen County
Mine Hill – Morris County
Montville - Morris County
Moonachie – Bergen County
Morris-Union Jointure Commission – Union County
New Milford - Bergen County
North Bergen - Hudson County
North Caldwell - Essex County
North Haledon - Passaic County
Northern Valley Regional – Bergen County
Northvale – Bergen County
Nutley – Essex County
Oakland – Bergen County
Old Tappan - Bergen County
Oradell - Bergen County
Paramus - Bergen County

**BOARDS OF EDUCATION PRESENTLY RETAINING THE SERVICES
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP
(continued)**

Park Ridge – Bergen County
City of Passaic - Passaic County
Passaic Cty Regional - Passaic County
Paterson – Passaic County
Plainfield – Union County
Ramapo-Indian Hills – Bergen County
Rahway – Union County
Ridgefield – Bergen County
Ridgefield Park – Bergen County
Ridgewood – Bergen County
River Edge - Bergen County
River Vale - Bergen County
Riverdale – Morris County
Rockaway – Morris County
Rockleigh – Bergen County
Saddle Brook – Bergen County
Saddle River – Bergen County
Secaucus – Hudson County
South Bergen Jointure Commission – Bergen County
Summit – Union County
Teaneck – Bergen County
Tenafly - Bergen County
Totowa - Passaic County
Upper Saddle River – Bergen County

**BOARDS OF EDUCATION PRESENTLY RETAINING THE SERVICES
OF THE FIRM OF LERCH, VINCI & HIGGINS, LLP
(continued)**

Verona – Essex County

Waldwick - Bergen County

Wall Township – Monmouth County

Wallington – Bergen County

Watchung Hills Regional High School – Somerset County

West Orange – Essex County

Westwood Regional – Bergen County

Wood-Ridge – Bergen County

Wyckoff – Bergen County

RESUMES

RESUME OF DIETER P. LERCH

Dieter P. Lerch is a senior partner in the firm of Lerch, Vinci & Higgins, LLP. He specializes in responsibility for overall engagements pertaining to the governmental sector, which includes municipal governments, county governments, school districts and public authorities. Mr. Lerch also serves as partner in charge of management advisory services rendered on behalf of governmental entities for the firm.

Mr. Lerch has direct responsibility for audits of major governmental entities represented by the firm. In addition thereto, he has extensive experience in providing governmental entities with management advisory services including but not limited to the following areas: cost benefit studies, including privatization of government services; accounting support services rendered in connection with the sale of taxable and tax exempt bonds by governmental units; review financial aspects of contracts; development of accounting policies and procedures; appearance before regulatory agencies; assistance with fact finding for labor negotiations, including providing expert testimony on behalf of the governmental entities; sewer, solid waste and water utility rate studies and analysis; and preparation of municipal fiscal recovery plans, including cost savings proposals.

Mr. Lerch has extensive experience in providing financial advisory services for redevelopment projects. His experience includes the development of an overall financing plan, analysis of existing and proposed debt structure and preparation of tax and budgetary impact analysis, including a cash flow projection analysis.

Mr. Lerch is a graduate of Montclair State College, receiving a Bachelor of Science Degree in Accounting. He holds a Certified Public Accountant, Registered Municipal Accountant and Public School Accountant license in the State of New Jersey. He is also a Certified Municipal Finance Officer.

Mr. Lerch started his career in public accounting working for a local public accounting firm specializing in governmental auditing and accounting. Mr. Lerch also went on to serve as a Borough Administrator and Director of Finance for a New Jersey municipality. On January 1, 1990, Mr. Lerch started the firm of Lerch, Vinci & Higgins, LLP.

Mr. Lerch is a member of the American Institute of Certified Public Accountants, the New Jersey Society of Certified Public Accountants and the New Jersey Association of Registered Municipal Accountants. He is also a member of the Government Finance Officer's Association.

RESUME OF GARY W. HIGGINS

Gary W. Higgins is a senior partner in the firm of Lerch, Vinci & Higgins, LLP. He specializes in providing audit and financial advisory services to governmental and not-for-profit entities in the State of New Jersey, including municipalities, school districts, public authorities and common interest realty associations. Mr. Higgins also serves as the firm's Quality Control partner and is responsible for the firm's annual Quality Control inspection and triennial peer review.

Mr. Higgins serves as the partner-in-charge of audits of not-for-profit and governmental entities represented by the firm. He also provides accounting support services to the firm's clients, including but not limited to the following: accounting support services in connection with bond and note issuance; appearances before regulatory agencies; assistance in labor contract negotiations; development and implementation of financial and compliance corrective action plans; cost benefit studies for municipal services; development and review of governmental budgets; application of agreed upon procedures to specific aspects of governmental operations and procedures; and assistance with the administrative and financial management of homeowners' associations.

Mr. Higgins joined a local Certified Public Accounting firm during his senior year of college and on January 1, 1988, he became a partner in that firm. On January 1, 1990, Mr. Higgins started his own firm, Lerch, Vinci & Higgins. He holds a Certified Public Accountant, Registered Municipal Accountant and Public School Accountant license in the State of New Jersey. In addition, Mr. Higgins is a Certified Municipal Finance Officer.

Mr. Higgins is a member of the American Institute of Certified Public Accountants, New Jersey Society of Certified Public Accountants and New Jersey Association of Registered Municipal Accountants. He is also a member of the Governmental Finance Officers Association and an Associate Member of the New Jersey Association of School Business Officials. He is currently president and a member of the Board of Trustees of the Registered Municipal Accountants Association of New Jersey. Additionally, he served eight years previously as president of that Association. In addition, he previously served as a member of the Governmental Accounting and Auditing Committee of the New Jersey Society of Certified Public Accountants, where he served two terms as Chairman of the committee. Mr. Higgins currently serves as Treasurer and trustee of a local private country club. He previously served as president and trustee of his children's school district's Education Foundation.

RESUME OF DONNA L. JAPHET

Donna L. Japhet joined the firm of Lerch, Vinci & Higgins, LLP upon graduation from college. Ms. Japhet is a graduate of Ramapo College of New Jersey, receiving a Bachelor of Science degree in Accounting. She was also briefly employed as an accounting manager by a local school district.

In 2004, Ms. Japhet became a partner in Lerch, Vinci & Higgins, LLP. As partner, Ms. Japhet is in charge of audit engagements of several school districts, municipalities, as well as other governmental entities.

Ms. Japhet also provides management advisory services to the firm's governmental clients, including but not limited to the following: internal control review of financial operating systems; development and implementation of financial and compliance corrective action plans; budget preparation and projections; and implementation of the new GASB pronouncements. Ms. Japhet has also assisted several school districts in the preparation of their Comprehensive Annual Financial Report, Popular Annual Financial Report and Budget for submission to the Government Finance Officers Association and Association of School Business Officials for their Certificate of Achievement programs. Ms. Japhet assisted the first school district in the State of New Jersey who was successfully awarded the Distinguished Budget Award from the Government Finance Officers Association.

Ms. Japhet also serves on the firm's committee responsible for overseeing the firm's implementation of new accounting and auditing pronouncements. She has assisted in the development of the firm's audit programs and audit directives utilized for governmental audit engagements.

Ms. Japhet holds Certified Public Accountant and Public School Accountant licenses in the State of New Jersey. She is a member of the American Institute of Certified Public Accountants and the New Jersey Society of Certified Public Accountants and the Government Finance Officers Association. She is also an Associate Member of the New Jersey Association of School Business Officials.

RESUME OF MICHAEL C. JOHNSTON

Michael C. Johnston is a Senior Manager of Financial Analysis with Lerch, Vinci & Higgins, LLP, where he specializes in management advisory services for municipalities, school districts, and authorities. In 2004, Mr. Johnston graduated from James Madison University (Harrisonburg, VA) with a Bachelor of Business Administration degree in Finance. Mr. Johnston is currently in his tenth year with Lerch, Vinci & Higgins, LLP. In addition, Mr. Johnston spent three years in corporate finance with The Blackstone Group LP based out of New York City.

Mr. Johnston assists municipalities on a number of business matters, including but not limited to the following:

- Comprehensive PILOT Agreement Reviews
- PILOT Billing Models
- Budgeting
- Water Privatization Agreements
- Energy Savings Improvement Programs
- Labor Negotiations
- Debt Service and Capital Planning Analysis

In September 2016, Mr. Johnston was a featured speaker at the joint meeting of the New Jersey Municipal Management Association and New Jersey Government Finance Officers Association. His presentation, entitled "Municipal PILOT Agreements," discussed the implementation and billing of PILOTs, the Long Term Tax Exemption Law, and other PILOT considerations.

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

**CITY COUNCIL****JOHN B. MOOR, MAYOR****AMY QUINN, DEPUTY MAYOR****YVONNE CLAYTON****JESSE KENDLE****EILEEN CHAPMAN****MICHAEL N. CAPABIANCO, CITY MANAGER****JoANN BOOS, CFO**

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account(s) 7-01-20-130-000-204 of the City of Asbury Park for Lerch, Vinci, Higgins LLP in the amount of \$25,000.00.

With: Lerch, Vinci, Higgins LLP

For: Pilot Review

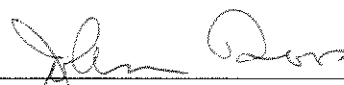
In line item appropriation(s) as follows:

7-01-20-130-000-204

Amount: \$25,000.00

Amount certified: \$25,000.00

Dated: April 12, 2017



JoAnn Boos, Chief Financial Officer

City of Asbury Park

Resolution Date 04/12/2017



RESOLUTION NO. 2017-135

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

RESOLUTION APPROVING A CONTRACT WITH ROK INDUSTRIES FOR 2017 TAX SALE

WHEREAS, there exists a need for a vendor to administer tax lien services related to electronic tax sale pilot program for the City of Asbury Park's annual tax sale to be held in December of 2017; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), such services are considered "Professional Services" as within the scope of a licensed and regulated profession, and same may be awarded without competitive bidding; and

WHEREAS, Pursuant to N.J.S.A. 54:5-19.1(c) ROK Industries, Inc. d/b/a NJTaxlieninvestor.com has qualified as an eligible vendor subject to the rules and regulations promulgated by the Director of Local Government Services.

WHEREAS, funds are available for this purpose in the Tax Collectors Tax Sale Budget line item and certification of availability of funds shall be made by the Chief Financial Officer or his designee at such time as services are ordered or otherwise called for;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that a contract for professional services be and hereby is awarded to ROK Industries, Inc. d/b/a NJTaxlieninvestor.com 306 Harlingen Road, Belle Mead, NJ 08502, at a fee not to exceed \$15.00 per item listed, in accordance with their proposed contract; and that this resolution is expressly contingent upon the negotiation and execution of the necessary contract documents between ROK Industries, Inc. d/b/a NJTaxlieninvestor.com and the City of Asbury Park.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-135 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-136

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

RESOLUTION AWARDING CONTRACT FOR EMERGENCY MEDICAL SERVICES BILLING

WHEREAS, on March 30, 2016 the Temporary Purchasing Agent accepted one bids in response to the Request For Proposals for Emergency Medical Billing Services; and

WHEREAS, the response has been deemed complete by the Temporary Purchasing Agent; and

WHEREAS, the Temporary Purchasing Agent is recommending an award to Revenue Guard based upon the following, no-cost to the City reimbursement rates; and

1. \$0.00 to \$250,000.00 seven percent (7%) of the collection
2. \$250,000.00 to \$500,000.00 eight percent (8%) of the collection
3. \$500,000.00 to \$1,000,000.00 ten percent (10%) of the collection

WHEREAS, a copy of the Revenue Guard's response shall be attached to this Resolution with the exception of the required HIPPA Risk Analysis Report and the Disaster Recovery & Contingency Plan which is exempt under OPRA as per N.J.S.A. 47:1A-1.1(10); and

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

WHEREAS, the contract shall go into effect June 1, 2017; and

WHEREAS, the contract shall be for two years, terminating on May 31, 2019 with a mutual option for two (2) one (1) year extensions; and

WHEREAS, no City resident is balanced billed for services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for Emergency Management Billing to Revenue Guard as per the outlined terms.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-136 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

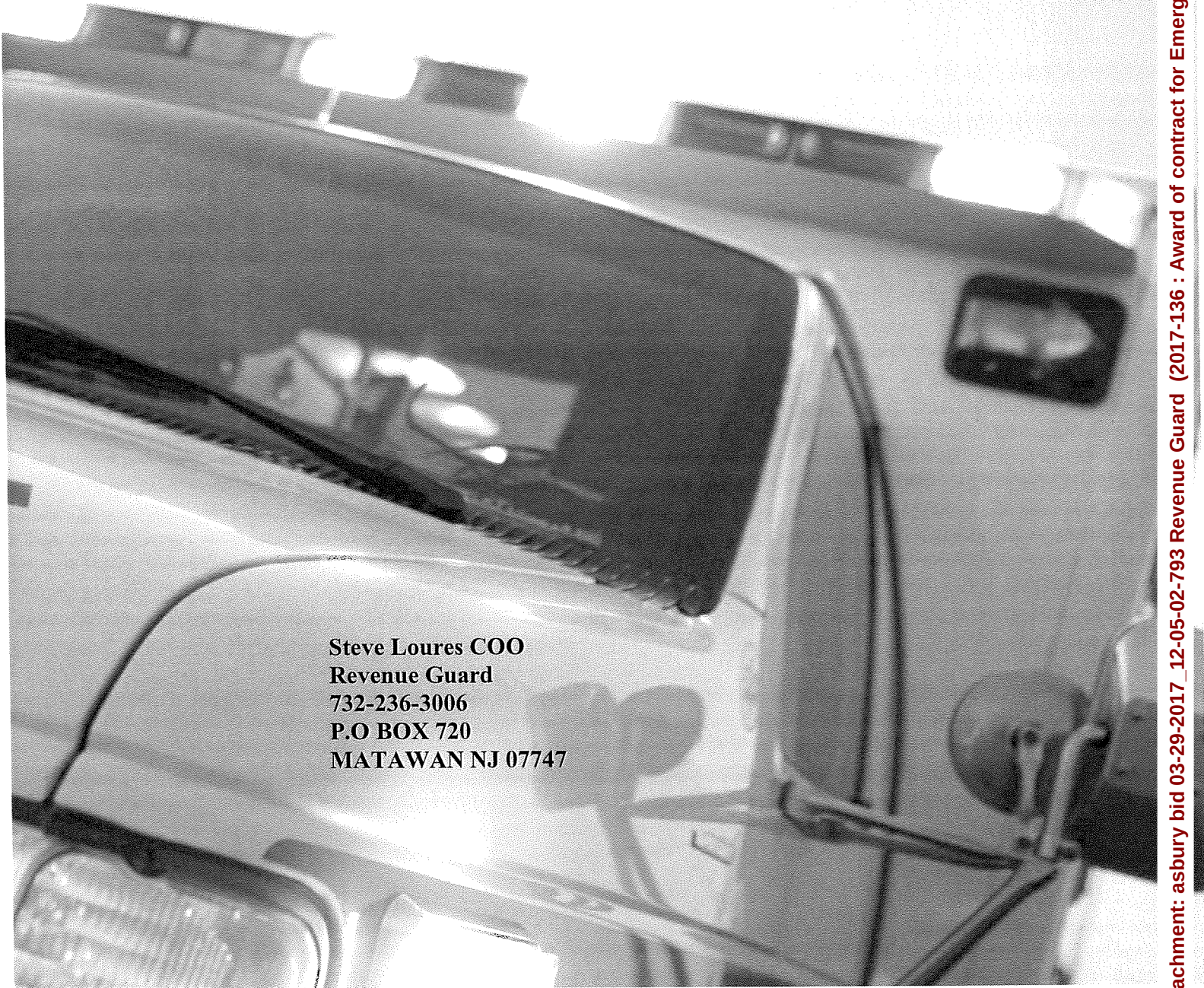
CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK

REVENUE GUARD

*NEW JERSEY EXPERTS IN
AMBULANCE BILLING & COMPLIANCE*

*Emergency Medical Billing Services
Request for Proposal Response
City of Asbury Park, New Jersey **BID***



Steve Loures COO
Revenue Guard
732-236-3006
P.O BOX 720
MATAWAN NJ 07747

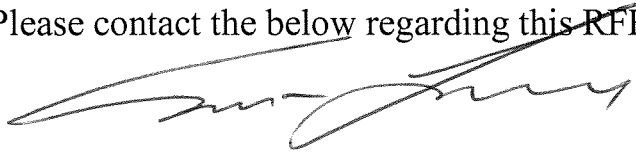
REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

To the City Manager/ City of Asbury Park

Revenue Guard is pleased to present this information for your review. Our objective is to ensure that your organization develops the highest level of cash flow and legal compliance when adjudicating medical claims. In addition, Revenue Guard understands all aspects of the NJ EMS billing process

Please contact the below regarding this RFP:



Steve Loures
VP and Chief Operating Officer
Revenue Guard Medical Claims Management
50 Route 9 North
Morganville, NJ 07751
C (732) 236-3006
F (732) 359-1555
Steve@Revenue-Guard.com

XVI. PROPOSAL FORM

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

In accordance with your Notice to Bidders, the Bid Proposal, General, Instructions, Conditions and Specifications, we wish to quote the following: **Emergency Medical Billing Services.**

The City of Asbury Park is seeking bids using an incentive based scale to maximize reimbursement of the ambulance services. An example has been provided.

EXAMPLE:

Percentage	Range
<u>5</u> % of	\$ <u>0</u> up to \$ <u>100,000</u>
<u>10</u> % of	\$ <u>101,000</u> up to \$ <u>200,000</u>
<u>15</u> % of	\$ <u>201,000</u> up to \$ <u>Max</u>

Percentage is based in the collections of received cash by the bidder.

Percentage	Range
<u>7</u> % of	\$ <u>0</u> up to \$ <u>250,000</u>
<u>8</u> % of	\$ <u>250,000</u> up to \$ <u>500,000</u>
<u>10</u> % of	\$ <u>500,000</u> up to \$ <u>1,000,000</u>
<u> </u> % of	\$ <u> </u> up to \$ <u> </u>

Name of Bidding Company: REVENUE GUARD.

Address: 50 RT 9 NORTH MORGANVILLE NJ

Contact Person: STEVE LOURES.

Phone Number: 732-236-3006.

E-mail: STEVE@REVENUEGUARD.COM



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATION AS A QUALIFIED THIRD PARTY BILLING SERVICE

Trenton, NJ
May 6, 2008

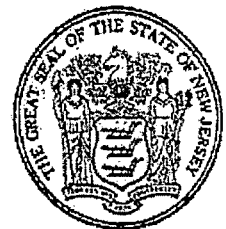
I, Steven M. Goldman, Commissioner of Banking and Insurance of the State of New Jersey do hereby certify that

Revenue Guard Medical Claims Management, LLC
Certification # 20-3756504

has complied with all the requirements of N.J.S.A. 17B:27B-1 of the "Revised Statutes" of this State with respect to operating as a third party billing service and is duly authorized to operate as such in this State on and after May 6, 2008 unless and until such authority is suspended or revoked pursuant to N.J.S.A. 17B:27B-5.

IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed my Official Seal,
at Trenton, NJ, the day and year above written.

Steven M. Goldman
Commissioner of Banking and Insurance



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IV. DECLARATION OF OWNERSHIP

As required by Chapter 33, Laws of 1977 the following statement must accompany or be submitted prior to your bid. Your bid can not be honored unless such statement is completed.

Names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders or partners is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until name and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Name	Address	City, State	Zip
JAMES LOONER	100 LINCOLN AVE	AVON BY THE SEA	07714

(Use additional sheets, if necessary, and attach hereto)

I make this certification individually and on behalf of said entity with full knowledge that the City will rely on this certification in awarding any bids and that any misrepresentations herein shall subject the entity and me to all penalties provided by Chapter 33 of the Public Laws of 1977.

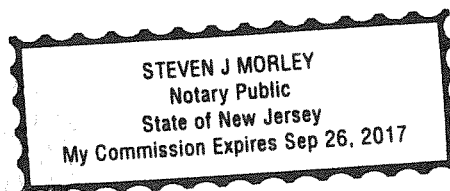
Signed: [Signature] Date: 3-20-17

Printed Name & Title: STEVE LOONER COO

NOTARY PUBLIC

Sworn before me this 30th day of March 2017.

Signature of Notary Public
My Commission Expires:



VIII. STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business REVENUE - GUARD MEDICAL CLAIMS MGT

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: JAMES LOURES.
 Home Address: 100 Lincoln Ave
AVOID BY THE SEA OTT

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

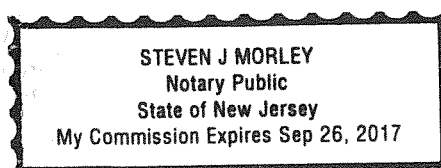
[Signature]
 (Affiant)

STEVE LOURES COO
 (Print name & title of affiant)
 (Corporate Seal)

NOTARY PUBLIC

Sworn before me this 20 day of MARCH 2017.

[Signature]
 Signature of Notary Public
 My Commission Expires:



XVII. GENERAL CONTRACT INFORMATIONBUSINESS NAME: REVENUE GUARD MEDICAL CLAIMS MGBUSINESS ADDRESS: 50 RT 9 NORTH MORGANVILLE NJCONTACT PERSON: STEVE LOUESLOCATION OF YOUR OFFICE FROM THE CITY OF ASBURY PARK, CITY MUNICIPAL BUILDING, 1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712 (DISTANCE IN MILES): 17TELEPHONE NUMBER(S): 732-236-3006

FAX NUMBER: _____

EMAIL ADDRESS: STEVE@REVENUEGUARD.COMWEB-SITE ADDRESS: REVENUEGUARD.COM

FEDERAL I.D. NO.: _____

SIGNATURE: DATE: 3-20-17NUMBER OF DAYS REQUIRED PRIOR TO START-UP OF SERVICE (DAYS): 15NAME AND MODEL OF COMPUTER SOFTWARE BEING UTILIZED FOR THIS CONTRACT: TRITECH

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Additional Clients

Robert Wood Johnson / Barnabas Health

RWJHN has trusted Revenue Guard to maximize ambulance revenue and provide compliant claims management for over **14 years**. We have been measured by revenue cycle Vice Presidents, accounts receivable managers, hospital consultants and have received outstanding performance reviews. Revenue Guard has provided EMS claims management and compliance guidance that have proved to be successful over the long term. Currently, we adjudicate over 35,000 EMS claims per year for RWJHN.

Revenue Guard provides the following service levels of Revenue Recovery

- Mobile Intensive Care Unit Paramedic (MICU)
- City of New Brunswick BLS-E 911
- Adult Specialty Care Transport Unit (SCTU)
- Neonatal and Pediatric Specialty Care Services (NICU-PICU)
- Piscataway Township BLS-E 911
- Hamilton Township BLS-E911
- Franklin Somerset Township BLS-E 911

Hackensack Meridian Heath System

HUMC realized that EMS collections, awareness in EMS compliance, and detail in billing procedures were lacking. Revenue Guard was thus contracted to manage HUMC claims and maximize its revenue. Revenue-Guard has substantially increased the Net Revenue compared to in house collections efforts.

Currently, we adjudicate over 25,000 EMS claims per year for HUMC.

Revenue Guard provides the following service levels of Revenue Recovery

- Mobile Intensive Care Unit Paramedic (MICU)
- City of Hackensack BLS-E 911
- Adult Specialty Care Transport Unit (SCTU)
- Hospital General Ambulance Transport
- Neonatal and Pediatric Specialty Care Services (NICU-PICU)

Holy Name Medical Center

Revenue Guard acquired the billing contract after DM medical billing failed to collect maximum cash as per the Hospital VP. We have increased revenue and detailed reporting systems. We have delivered a substantial increase in net revenue per billable event since inception 4 years ago. Additionally, assisted with compliance guidance that has proven to be successful.

St Joseph's Healthcare System

St Joseph's Healthcare System, located in the **City of Paterson NJ**, and has contracted with Revenue Guard to increase Net Revenue per MICU treatment. Combined with the City of Paterson contract above, Revenue Guard provides all EMS BLS and MICU Billing and compliance in the city of Paterson. This is of slimier size and scope. We have delivered a substantial increase in net revenue per billable event since inception 4 years ago. Additionally, assisted with compliance guidance that has proven to be successful. The demographics and payer mix are similar to the City of Newark and Camden. Currently, we adjudicate over 9,000 all MICU claims per year for St Joseph's Health Care

Atlantic Health System

AHS realized that EMS collections, awareness in EMS compliance, and detail in billing procedures were lacking. Revenue Guard was thus contracted to manage claims and maximize its revenue. We also bring prior Air Ambulance experience and currently bill Air 1 EMS Helicopter trips for HUMC. Revenue-Guard has substantially increased the Net Revenue compared to in house collections efforts. Currently, we adjudicate over 60,000 EMS claims per year for HUMC.

Revenue Guard provides the following service levels of Revenue Recovery

- Mobile Intensive Care Unit Paramedic (MICU)
- BLS-E 911
- Adult Specialty Care Transport Unit (SCTU)
- Hospital General Ambulance Transport
- Neonatal and Pediatric Specialty Care Services (NICU-PICU)

Hackettstown Regional Medical Center

HUMC realized that EMS collections, awareness in reimbursement techniques, and detail in billing procedures were lacking. Revenue Guard was thus contracted to manage claims and maximize revenue. Revenue Guard has surpassed expectations and has promoted growth, profitability, and legal compliance while meeting the organization's demands and goals. Currently, we adjudicate over 7000 EMS claims per year

- Hospital Ambulance General Transport
- Municipal 911 mutual aid in local area.
- Adult Specialty Care Transport Unit

Saint Clare's Health System

Saint Clair's realized that EMS collections, compliance and awareness in reimbursement techniques were lacking. Revenue Guard was thus contracted to manage claims and maximize revenue. Revenue Guard has surpassed expectations and has promoted growth

- Hospital Ambulance General Transport
- Municipal 911 mutual aid in local area.
- Adult Specialty Care Transport Unit

City of Paterson New Jersey

Revenue Guard has worked closely with the City of Paterson Fire Department EMS and has increased Net Revenue over previous vendors. Revenue Guard management has worked to improve field documentation and charting that has ultimately increase compliance and net revenue. The contract leaders are extremely satisfied with our contract performance.

Additional Revenue Guard Client List

Emergency Medical Service Clients

- City of Clifton Fire
- West Orange Fire Department
- Clifton Fire Department
- Township of Union Fire
- Nutley EMS
- Rochelle Park EMS
- Lodi Volunteer Ambulance Rescue Squad
- Woodbridge Twp Ambulance & Rescue
- Township of Union Emergency Medical Unit.
- Passaic County Sheriff's Department
- Bloomfield Township
- Township of Belleville
- Carteret Fire & EMS
- Township of Lakewood
- Township of Brick
- South Brunswick Township EMS
- Ironbound Ambulance Squad(Newark EMS)
- Rutgers University EMS
- Borough of South River EMS
- Hackensack Volunteer EMS
- West Orange FAS
- Borough of Fair Lawn
- Borough of Maywood

And 20 more more

**REQUIRED REFERENCE LIST OF NEW JERSEY
GOVERNMENTAL/MUNICIPAL CUSTOMERS**

NAME OF BUSINESS: CITY OF PATERSON FIRE DEPT
 BUSINESS ADDRESS: 850 MARION AVE. PATERSON, NJ 07505
 TELEPHONE NUMBER: 973-903-2848
 FAX NUMBER: /
 EMAIL ADDRESS: MPOSTORINO@PATERSONNJ.GOV
 CONTACT PERSON: MIKE POSTORINO
 NUMBER OF CLAIMS BILLED ANNUALLY: 28,000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 22 MILLION PER YEAR
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

NAME OF BUSINESS: WEST ORANGE FIRE DEPT.
 BUSINESS ADDRESS: 10 DUNNELL ROAD, WEST ORANGE
 TELEPHONE NUMBER: 973-609-6617 / 973-325-4185
 FAX NUMBER: / 973-325-4175
 EMAIL ADDRESS: FIRECHIEF@WESTORANGE.NJ.GOV
 CONTACT PERSON: PETER SMERALDO CHIEF
 NUMBER OF CLAIMS BILLED ANNUALLY: 4000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 3.5 MILLION
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

**REQUIRED REFERENCE LIST OF NEW JERSEY
GOVERNMENTAL/MUNICIPAL CUSTOMERS**

NAME OF BUSINESS: City of Clifton Fire
 BUSINESS ADDRESS: 900 CLIFTON AVE Clifton NJ 070
 TELEPHONE NUMBER: 973-470-5801
 FAX NUMBER: 973-470 5844
 EMAIL ADDRESS: _____
 CONTACT PERSON: KEVIN MCCARTHY
 NUMBER OF CLAIMS BILLED ANNUALLY: 7000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 5.6 Million
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

NAME OF BUSINESS: Union Township Fire
 BUSINESS ADDRESS: 1. Bond Drive. Union NJ 07083
 TELEPHONE NUMBER: 908-851-5420
 FAX NUMBER: /
 EMAIL ADDRESS: FIRE@UNIONTOWNSHIP.COM
 CONTACT PERSON: MICHAEL SCANIO CHIEF
 NUMBER OF CLAIMS BILLED ANNUALLY: 3000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 2.3 million
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____

Bidder/Offeror: _____

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

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25Listpdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____ Contact Phone Number _____	

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

Full Name (Print): STEVE LOVES Signature: [Signature]
 Title: COO Date: 3-20-17
 Name of Company: REVENUE GUARD City/State/Zip: MORRISTOWN NJ 07751

To be completed, signed below & returned with proposal.

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2017-136 : Award of contract for Emergency Medical Services billing)

XIV. HOLD HARMLESS

REVENUE GUARD (Bidder) shall defend, indemnify and save harmless, the City of Asbury Park from and against all losses, costs (example: any and all attorney costs; etc.), damages, expenses, claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided including all suits or actions of every kind of description brought against the City of Asbury Park, either individually or jointly with (Bidder) for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission, fault or alleged act, omission or fault of the (Bidder), its employees or agents, or others under its control.

STEVE LOUVES

Name (print)



Signature

COO

Title

3-20-17.

Date

B.2 R.6.

IX. BUSINESS REGISTRATION CERTIFICATE

Business registration is required for this bid.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT

TRADE NAME:

ADDRESS:

50 ROUTE 9 NORTH
MORGANVILLE NJ 07751

SEQUENCE NUMBER:

1192012

EFFECTIVE DATE:

11/14/05

ISSUANCE DATE:

04/20/11

James G. Quinn
Director
New Jersey Division of Revenue

FORM-BRC

(04-08) 1205848V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Certification 40191

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2014 to 15-JUL-2017

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
50 ROUTE 9 NORTH
MORGANVILLE NJ 07751

Andrew P. Sidamon-Eristoff
Andrew P. Sidamon-Eristoff
State Treasurer

V. AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27, GOODS AND SERVICES CONTRACTS --
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Signature: 

Company: REVENUE GUARD MCN

Title: COO

Print Name: STEVE LOUVES

Date: 3-20-17

III. QUALIFICATIONS – ALL CONTRACTS

The following information shall be completely filled out by the respective bidders and presented with each Proposal.

The undersigned herewith states that he is financially capable of financing the entire project, and herewith refers the Owner to the following parties for information concerning the business and financial standing of the Undersigned, and agrees to the Owners and their officials conferring with the parties named hereafter.

The Undersigned herewith declares he has maintained the business represented for 5 years, and he has been actively engaged in construction or work similar to the work specified in the contract for 5 years.

The Undersigned herewith states he maintains the following permanent establishment for the transaction of business.

The Undersigned herewith submits a list of works completed by the Undersigned as Contractor, and similar in character to that upon which he is bidding under this Contract, as evidence of ability and experience.

Project	Location	Contact Person	Phone Number
SEE			
REFERENCES			

Signed: _____

Date: 3-20-17

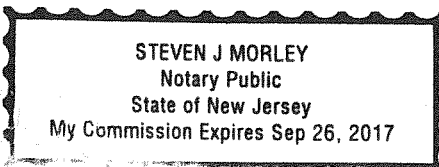
Print Name & Title: _____

STEVE LAUREN COO

NOTARY PUBLIC

Sworn before me this 20th day of March 2017.

Signature of Notary Public
My Commission Expires:



XII. NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

I, STEVE LOUDES residing in HOLMDEL
(name of affiant) (name of municipality)

in the County of Monmouth and State of NEW JERSEY of
full age, being duly sworn according to law on my oath depose and say that:

I am COO of the firm of REVENUE GUARD INC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled Emergency Medical Billing Services and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the City of
Asbury Park relies upon the truth of the statements contained in said Proposal and in the
statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by REVENUE GUARD.

[Signature]
Signature

STEVE LOUDES
Print

NOTARY PUBLIC

Sworn before me this 30th day of March 2017.

[Signature]
Signature of Notary Public
My Commission Expires:

STEVEN J MORLEY
Notary Public
State of New Jersey
My Commission Expires Sep 26, 2017

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS BILLING & COMPLIANCE

City of Asbury Park Why Revenue Guard ?

WE COLLECTED OVER 90 MILLION DOLLARS LAST YEAR FOR NJ EMS CLIENTS

Revenue Guard specializes in New Jersey EMS revenue recovery. Revenue Guard adjudication systems and procedures are honed, proven and measured by our many customers. Additionally, our staff is experienced and structured with specialized payer class collections functions. We have collections experts for all the major payers.

20 YEARS OF AMBULANCE PROVIDER EXPERIENCE

Revenue Guard's owners and staff have ambulance industry expertise and compliance depth that our competitors do not have. This experience will help Jackson EMS produce financial and compliance goals. This is the key to our proven track with all of our clients.

REPORTS

Revenue Guard offers customized and detailed financial statistics that offer transparency. Our financial reports allow you to measure and trend our financial performance with extreme detail. Our custom reports allow Administrators to project cash flow and handle audits with confidence. This helps with creating operating budgets and smart business development cash projections before expanding or retracting EMS services.

CLIENTS LEVERAGE OUR 20-YEAR RELATIONSHIP WITH NJ INSURANCE COMPANIES

Our expertise and long history working with the leaders of insurance companies improves your collections and decreases poor reimbursement. When denials and partial payments affect your claims we call the executives for solutions not just the provider customer service phone line. Our knowledge of all the pitfalls associated with insurance companies and how to navigate their procedures will maximize revenue.

CUSTOM EMS BILLING SYSTEM

After years of NJ EMS billing and collection experience we have customized our system to maximize performance. Our system helps us keep track of every invoice, partial payment, under payment, denials and co-payments from Jackson EMS accounts. We have custom reminders set to our parameters by payer class. Also, our dedicated denial and secondary experts maximize every potential dollar. Revenue Guard's compliance standards and professionalism have allowed us direct access to a number of hospital billing systems.

SSAE 16 FINANCIAL CONTROLS AND AUDIT

SSAE 16 certification and independent auditor reports are not required, but Revenue Guard wanted to add an extra level of security and customer confidence when dealing with your federal and state funds. This self-started security tool is to prevent fraud and theft. Additionally, this demonstrates our level of professional ethics and redundant financial controls.

CASH PER TRIP

Population demographics, payer mix, established service rates, ALS billing agreements, billing preferences for and aggressive collection efforts will affect the EMS operations "cash per trip". Revenue Guard will help a client develop an EMS Revenue Recovery Program which works for them and still maximizes the "cash per trip"

MEDICARE DOCUMENTATION COMPLIANCE TRAINING

Revenue Guard has assisted EMS providers establish and maintain billing and documentation compliance. We will conduct continuous compliance claims screening and follow up to EMS leadership. Revenue Guard's experience in managing post payment reviews from Medicare and other payers is highly regarded by our clients.

WE ARE PART OF YOUR EMS DEPARTMENT

When communicating to your patients or families we understand when to push and when not to push a collection issue. The majority of our staff is Emergency Medical Technicians, and has worked as EMS providers.

TECHNICAL PROPOSAL

CITY OF ASBURY PARK NJ

1. SCOPE OF WORK

No exceptions to RFQ requirements

Revenue Guard is to provide outstanding customer service through a proven combination of people, technology and knowledge. Revenue Guard offers meaningful and dependable solutions through **time-proven billing and collections methods to increase your revenue while handling your claims in a timely and professional manner.** This means that the support and service Revenue Guard provides to each customer matches the expectations and goals of the customer, not just the size of the project. Revenue Guard is a leader among the best in the business. Revenue Guard will be your solution to all your billing and claims needs.

Functions performed by Revenue Guard include, but are not limited to the following:

1. Establish billing, determine insurance eligibility, track bills through complete billing process, provide customer service, provide accounts receivable systems, and provide skip tracing services.
2. Respond to and resolve in a timely manner all insurance claim information submitted by patients, including an electronic claims filing system required for Medicare claims.
3. Identify billable transports and where possible, locate proper billing address and bill patient.
4. Provide monthly reconciliation of PCRs processed to total accounts billed including a report of the on going status on non-billable and uncollected accounts.
5. Provide operational management reports for processing billing, collection and vendor performance activity. Also, furnish report on general project operations in support of payment requests, and in support of recommendations to write off uncollected delinquent accounts, to be furnished on a monthly basis or as specified therein, by the client.
6. Review all revenue activity including but not limited to: processing of bad checks, refunding of erroneous payments, and recording unidentified payments.
7. Provide a dedicated customer service phone line for the following functions:
 - process insurance information for patients;
 - solicit additional information from patients in order to resubmit claims which resulted in eligibility denials;
 - respond to correspondence from patients and payers and;
 - receive and follow up on denials/ requests for medical record documentation;
 - respond to and resolve all ambulance users' inquiries and complaints regarding the billing and collection of ambulance fees in a prompt and satisfactory manner.

9. Follow up on eligibility denials by contracting the patient to obtain the accurate insurance identification numbers and any other relevant information pertaining to bill processing information.
10. Document all reasonable efforts to routinely collect co-payments and deductibles for patients. Customer service shall also properly document all determinations made.
11. Review accounts for credit balances, including possible over payments, and take timely steps to contact the patient with respect to making the appropriate adjustment.
12. Identify uncollected accounts that have not responded to collection efforts. Document collection efforts for each account and submit to the client Headquarters.
13. Perform dunning and collection services utilizing all ethical and legal methods to obtain outstanding revenue.
14. Provide reporting of billing, collection, and payment activity on a monthly basis.
15. Receive and process in a prompt manner all insurance claim information submitted by patients, including electronic claims filing systems. Such system should be in operation for Medicare, Medicaid HMO, and suitable for approval for all private insurance companies. Functions shall include but not be limited to the following: proper assignment of claim, correction and re-filing of rejected claims and prompt refunding of duplicate payments and overpayments.
16. Provide system capability and facilities for archiving and retrieving ambulance accounts.
17. Keep complete and accurate books/files of accounts and records of its business operations. Such records shall be made available to the client at any time requested.

PRE-BILLING

At Revenue Guard, each claim is evaluated by a pre-billing staff for completion and accuracy. All patient and insurance information is verified prior to data input to decrease claim rejections. All mandatory provider information is checked for completion to assure that the claim is ready to be billed. At this first step of quality assurance, the pre-billing staff will research and obtain any additional information required to enable each claim to move to the next stage of completion. Over 90% of all claims are released from Pre-billing within two business days of receipt. The Pre-billing department must submit an administrative report of any claim that is unable to be billed within 3 business days of receipt. Any claim not deemed suitable for billing within 5 business days is turned over to supervisory personnel for further action, which may include return to the provider for additional information. Procedures for these steps are as follows:

1. Upon receipt of the patient information, Revenue Guard shall utilize standard skip tracing techniques to verify the authenticity of the address, verify the name and location of the patient, and verify if the patient has provided a release to obtain medical and insurance information.
2. Verification of the release to obtain medical and insurance information shall be authenticated by the signature of the patient on the PCR, signature of a Township employee confirming patient approval, of signature of a relative of the patient. The signature approves the release of medical information required for billing. The indication of which type of signature is on the PCR, if applicable, is included on the database provided by the client.

3. Skip tracing shall utilize standard review procedures including but not limited to:
 - a) Direct access to computerized data bases of credit reporting services;
 - b) Direct access to many hospitals' database systems through Business Associate relationships
 - c) DBT/Choice Point Person Locator
 - d) Lexis/Nexus Person Finder
 - e) Reverse Directory
4. The information is generally furnished on the EMS Billing Information Sheet and is attached to the pink copy of the PCR. Some hospitals also furnish this information in a computerized format. Due to Revenue Guard's high standards of work and ethics, many relationships have been established affording our organization to the main billing systems of major hospitals and entities such as Robert Wood Johnson University Hospital, the St. Barnabas Healthcare System, St. Joseph's Regional Medical Center (Paterson & Wayne), and the Solaris Healthcare System (JFK Medical Center). These features enable us to ensure the verification of gathered information as well as a venue for the retrieval of pertinent missing information required in the billing process.
5. Upon completion of the skip tracing review for each record Revenue Guard shall determine patient eligibility for Medicare, primary and secondary insurance, if the claim is directly paid by the patient, or if the claim is ineligible for billing (i.e. Medicaid transport or special case transport).
6. For all eligible patient claims, Revenue Guard shall generate a claim for payment in the form of one of the following formats:
 - a) A Medicare claim in either a NSF or ANSI electronic format, as applicable;
 - b) An invoice for a claim to the primary insurance company. At the sole option of the insurance company, claims be issued in other formats such as e-mail, batch tapes, or on disc.
 - c) An invoice to the patient or responsible party.
7. PCRs without the required medical release signature(s) may not be released for a claim to Medicare or the insurance company. Such claims shall be forwarded directly to the patient or provider to obtain the required signature(s).

ELECTRONIC TRANSMISSION OF CLAIMS

Revenue Guard's staff are all highly qualified and trained in all Medicare, Medicaid, Automobile, Workers Compensation and Commercial Health Benefits. All employees are fully trained in Medicare and HIPAA compliance rules and regulations. We offer our clients HIPAA rules and regulations training for privacy and security compliance. Our system not only meets Medicare and HIPAA compliance standards, but has been customized over the years to overcome almost every possible billing obstacle in order to attain our client's revenue goals. Revenue Guard maintains one of the highest rates of revenue returns per billed claims in the industry.

The submission department at Revenue Guard is responsible for generating all invoices after the billing entry has been completed. An additional quality assurance step relies upon software edits that report any errors in patient or payer fields. At this point in the process, errors are less than

0.25% (one error per 400 claims). Any errors are immediately corrected, and the printed or electronic claim is created and forwarded to the responsible party for payment without delay. Ninety-eight percent of all claims are released for payment within five business days of receipt from the provider. All electronic claims transmissions are confirmed within 24-48 hours to insure receipt by the appropriate payers. Confirmation of paper claims, for private patients and those insurance companies that do not yet accept electronic claims, begin 10-14 days after printing. Reminder notices are mailed every 30 days thereafter, up to 90 days, when collection notices are generated.

MEDICARE CLAIMS

All claims shall be transmitted in an electronic format acceptable to Medicare. Revenue Guard shall forward the claims determined to be medically necessary or not medically necessary to Medicare with all required supporting documentation. The claims shall clearly indicate the determination status. Revenue Guard successfully billed over 27,000 Medicare claims last year.

INSURANCE CLAIMS (including Medicare and Medicaid HMOs)

Revenue Guard shall generate an insurance claim in either an invoice (HCFA 1500 form) or electronic format upon receipt of patient approval and notice of the appropriate primary carrier. Revenue Guard shall supply information as required by the insurance company's standard claim format, which may include such information as delineated herein and appropriate medical determination and medical coding criteria. Revenue Guard shall forward claims determined to be medically necessary or not medically to the insurance carrier with all required supporting documentation.

After verification of receipt of payment from the primary insurance carrier, Revenue Guard shall determine if any remaining balance may be covered by a secondary carrier, and if so, forward the remaining balance and required primary payment information to the secondary carrier for reimbursement.

The balance of any revenue, deductibles, or co-payment fees due after the receipt of payment by the insurance carrier(s) will be billed directly to patients who are not township residents. Remaining balances due from township residents will billed or written off according to Township policies.

*** Statement of Indemnification for Incorrect Billing or Claims:**

The client shall hold harmless and indemnify Revenue Guard, its officers, trustees, employees, agents, or independent contractors from liability upon any and all claims for damages due to false or incorrect invoicing or processing requests for payment, resulting solely from the reliance on medical coding and medical necessity determinations provided by the provider to Revenue Guard.

*** Medical Claims**

Revenue Guard shall not bill or submit claims to patients that are known to be covered by Medicaid (except for Medicaid HMOs).

SELF PAYER

Revenue Guard shall issue an initial invoice for payment to the patient. The size of the invoice and envelope shall be developed in accordance with standard United States Postal Services mailing practices. The invoice shall be easy to read and include but not be limited to the following information: the invoice number, the name and address of the patient, the date of the invoice, the date of service, the description of the services rendered, the fee for each service provided, a total of the fees listed on the invoice, the PCR number, payment due date, telephone number of customer information service, and the name of the hospital receiving the patient. The invoice shall also contain an area reserved for the display of a general public service message.

The invoice shall include either a separate return voucher or perforated voucher which shall include but not be limited to: invoice number, date of invoice, date of transport, patient information, return address information, payment due date, total amount of the bill, statement date and PCR number. The voucher shall also include an area for credit card information indicating the type of credit card, the credit card number, and the expiration date.

The voucher shall include an area to allow patients to provide address correction information as well as terminology for medical records information release, and a signature area for those PCRs requiring such. The voucher may also include a bar code line that will incorporate the amount of the invoice, the PCR number, and the invoice number.

Revenue Guard shall include a return envelope pre-printed with return address information.

If payment or insurance information is not received by the client's designated location (bank lock box) by the printed due date, then Revenue Guard shall issue a second invoice similar to the original invoice. This invoice shall include additional information noting that it is a second invoice that may be disregarded if payment was previously sent.

If payment or insurance information is not received by the bank lock box by the second invoice due date, then Revenue Guard shall issue a collection letter. This letter shall constitute a warning notice to the patient stating that if the patient fails to pay the amount due or provide insurance information, then the account will be forwarded to a collection division. Legal remedies available shall also be indicated on the letter. The letter shall include the amount of the payment, the PCR number, the date of the transport, and the return payment address.

Revenue Guard shall forward the patient information to the collection division if the patient fails to pay the amount due or correspond by the due date on the collection letter.

CITY OF ASBURY PARK RESIDENTS

Under no circumstances will Revenue Guard bill or invoice residents for payment for services rendered by EMS units. If after one billing cycle has been completed as the facility where services were rendered and Revenue Guard is unable to determine insurance coverage. Revenue Guard may make phone calls to patients and/or family to verify insurance coverage. If it is a condition of the insurance coverage that the patient submit the bill directly to the insurance carrier, Township residents will be provided a bill for purposes of submission. However, in any case where a resident is to receive a bill for this purpose to facilitate payment, such bill will be accompanied by a prominent statement stating:

"YOU ARE NOT BEING PROVIDED THIS BILL FOR PAYMENT, BUT IN ACCORDANCE WITH THE TERMS OF YOUR INSURANCE. PLEASE FORWARD TO YOUR INSURANCE COMPANY DIRECTLY."
FOR INSURANCE ONLY BILLING PURPOSES

PAST DUE CLAIMS

Revenue Guard aggressively follows up accounts that are past due. Reports are generated and re-viewed to see what claims have not been paid on or denied. We actively pursue all possible avenues for full claim reimbursement to ensure that providers receive the highest collection available under law. If payment has not been received, we begin contacting insurance companies on behalf of the provider. Any claims at the end of a six (6) month period not currently indicating a pending payment will be dealt with by Revenue Guard by forwarding a list of these accounts to the client with a pending status and reason for nonpayment. The client will designate the activity or method of closing these accounts. The following could be used as guidelines:

- At the sole option of the client, and subject to its approval of the text and content, Revenue Guard may be permitted to mail additional collection letters to the respondent.
- Revenue Guard shall promptly undertake, through ethical and lawful means, to collect on all the bills that monies have not been accounted for. All litigation and collection efforts undertaken on the Department's behalf must be in accordance with relevant laws applicable in the jurisdiction in which the collection is undertaken and must be performed pursuant to the highest standards of ethics. Revenue Guard is expected to utilize all available methods to locate debtors, conduct asset searches, commence judgment enforcement litigation, and (outside New Jersey) obtain enforceable judgments.
- Revenue Guard's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and re-verify each judgment debtor's address, place of employment and assets subject to attachment and execution.
- Revenue Guard shall perform asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods.
- Prior to commencing litigation services Revenue Guard shall be permitted to utilize telephone-dunning techniques to collect outstanding bills.

DENIED/REJECTED CLAIMS

In order to be clear on the payment of a medical billing claim, the billing provider must have complete knowledge of different federal and commercial insurance plans that companies are offering, and the laws and regulations that preside over them. Large insurance companies can have up to 15 different plans contracted with one provider. That is why Revenue Guard consistently trains and informs staff members on any changes in the insurance industry greatly avoiding any unnecessary denials.

The collections department is responsible for all action required for claim payment after a paper or electronic claim has been created and submitted to the proper payer. Collections staff activities include, but are not limited to, the following:

- Contacting commercial insurance companies for status of received electronic claims 14 days after transmission.
- Contacting commercial insurance companies for status of mailed paper claims 10-14 days after printing. Confirmed claims are rescheduled for additional contact 14 days later for processing and/or payment status.
- Completing any requests for additional information requested by payers.
- Processing any additional insurance information received by private patients and redirecting affected claims to the appropriate payers for payment.
- Contacting private patients on invoices unpaid after 30 days to request payment and negotiate payment plans.
- Evaluating unpaid invoices over 90 days old for collection agency action and forwarding those claims for required collections procedures.

The processing of claims denied or rejected by an insurance company due to insufficient information shall be reprocessed within ten (10) business days of Revenue Guard's notification of rejection of the claim. This does not apply to claims rejected for not meeting coverage or medical necessity guidelines. Revenue Guard will be afforded additional time to receive added information required for reprocessing. At the time of contract start-up it is anticipated that there will be denied/rejected claims from the previous contract that will require resubmission.

DELAYED CLAIMS - Claims not meeting documentation requirements

Revenue Guard assists providers, patients and payers in reducing the costs associated with delayed claims. Revenue Guard's knowledge of documentation techniques and requirements as well as the access to the tools to implement these accelerates the efficiency of the billing and payment process. Revenue Guard will help the Department with a fully customizable solution assuring that the documentation is received and corrected without further delay. However, claims not meeting documentation requirements may be delayed in processing until corrected information is received by Revenue Guard.

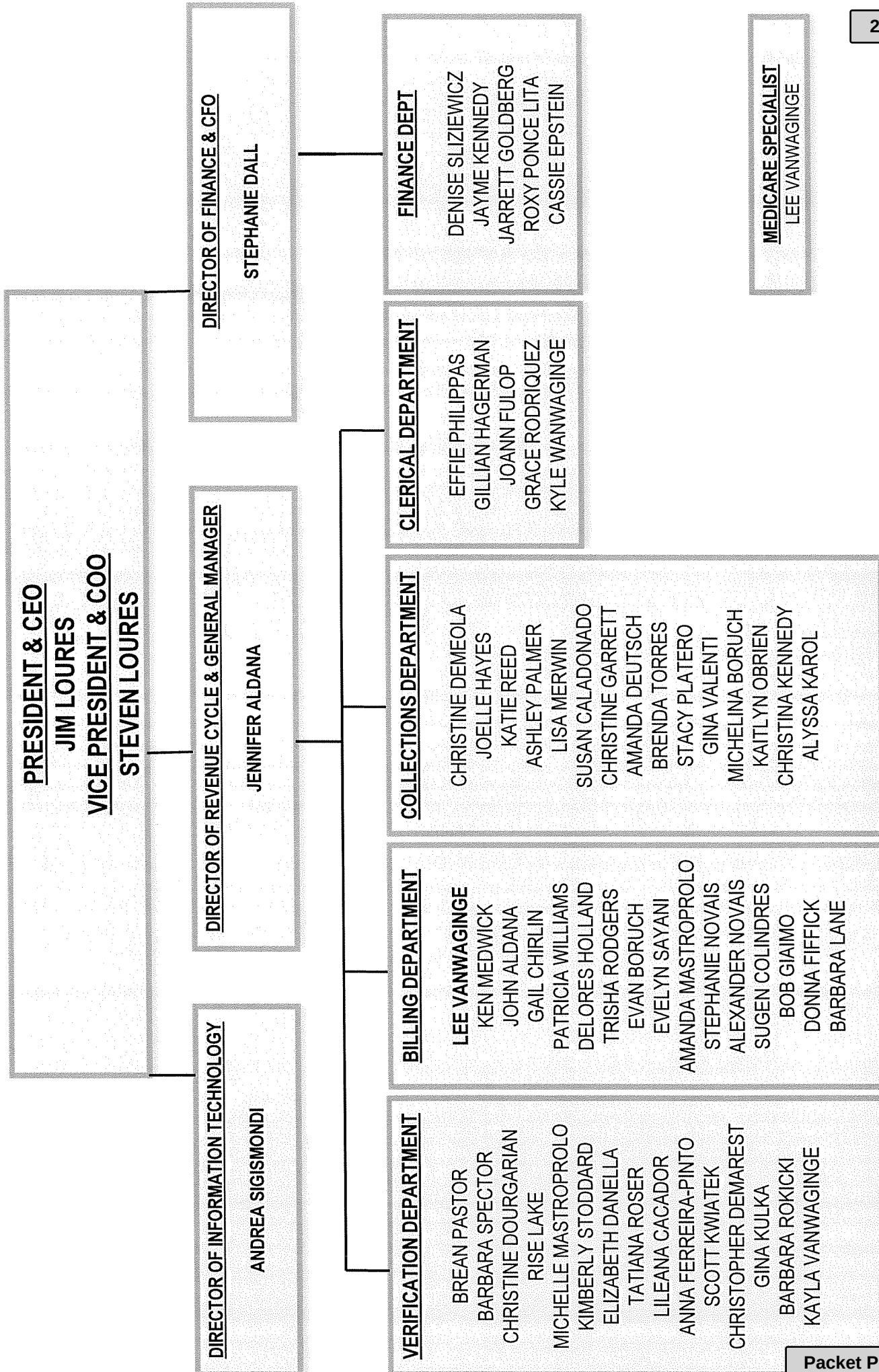
800 NUMBER

Revenue Guard will provide, at its own expense, a dedicated customer service phone line for clients/patients or their insurers, a local exchange, or 800 number for questions regarding bills or billing services. This phone line will serve the following functions:

- process insurance information for patients;
- solicit additional information from patients in order to resubmit claims which resulted in eligibility denials;
- respond to correspondence from patients and payers and;
- receive and follow up on denials/ requests for medical record documentation;
- respond to and resolve all ambulance users' inquiries and complaints regarding the billing and collection of ambulance fees in a prompt and satisfactory manner.

The lines shall be manned by Revenue Guard staff, Monday through Friday from 8:30a.m. to 5:00pm (excluding holidays). These lines will be answered with the generic phrase: "Good Morning Billing Office". After hours, these phone lines will be answered by a voice mail system.

REVENUE GUARD ORGANIZATION CHART EFFECTIVE 10/01/2015



Revenue Guard Medical Claims Management, LLC.

Management Resumes

Steven J. Loures

Senior Vice President & COO
Financial Analyst

Steve has 25 years experience in the New Jersey EMS industry, as a General Manager for a nationwide ambulance provider. He was responsible for 110 emergency ambulances and over 570 employees in NY, NJ and PA with an annual budget of \$27 million. His current position entails financial analysis and A/R management oversight for EMS clients. He oversees 7 managers doing the same analysis. Steve is the liaison to all major HMO and Commercial payers in New Jersey. He regularly reviews all accounts to maximize provider revenue and has increased many clients' cash-per-trip figures. Hospital CFO's rely on his expertise to maximize revenue

Andrea Sigismondi

Executive Vice President
Director of Information Technology

Andrea has 27 years experience in the New Jersey EMS industry, with extensive EMS billing and collections experience. Her current position as IT Director includes network security, data integrity, software integration, data backup, electronic claims submissions, and emsCharts administration. She has multiple certificates in Windows and Server Operating Systems, Network Operations, and Database management. Andrea also assists new clients with NJ Department of Health licensing procedures and Medicare/Medicaid application processes.

Glorisa Harvilla

Internal Process Manager

Glorisa holds a Bachelor of Science degree in Business Administration from Rutgers University, and is responsible for revenue cycle management. Her current responsibilities include financial analysis of payer mixes and cash trends for all clients. Glorisa also manages Revenue Guard's foreign language communication services for translation services to non-English speaking patients.

Stephanie Dall

Director of Finance

Stephanie has 20 years experience with public and privately held corporations in the New Jersey EMS industry, specializing in financial reporting and budget analysis. Stephanie holds an Accounting degree from Rutgers University, and is experienced in Sarbanes Oxley accounting standards and A/R financial analysis. Her current responsibilities include managing Revenue Guard's SAS 70 accounting controls and compliance.

Management Resumes (cont'd.)**Sereida VanWageninge**

Billing and Collections Manager

Lee has 14 years experience exclusively dedicated to ambulance revenue collections for public and privately held corporations in the New Jersey EMS industry. Lee has established long-term relationships with major HMOs and commercial payers, with proven systems in place to maximize revenue while limiting denials. Her current responsibilities include day-to-day management of all billing and collections staff, and monitoring Medicare and Medicaid payments for all clients on a daily basis. She has also developed specialized processes for transitioning new clients from other billing services to Revenue Guard, aimed at keeping the provider's cash flowing during the transition period.

Jennifer Aldana

Collections Supervisor

Jennifer has nine years experience in billing and collections for the New Jersey EMS industry for public and privately held corporations. She is responsible for training collections staff, and monitors the daily activities of all collections staff to insure superior customer service. Jennifer also has extensive billing and payment posting experience.

Brean Pastor

Billing Supervisor

Brean has ten years experience in billing New Jersey EMS and general transport services for municipalities, hospitals, and corporations. Donna is responsible for training billing personnel, monitoring claims-per-hour entry, and conducting regular internal billing audits to insure consistently accurate claims. She also QAs all incoming paper and electronic PCRs for completion and accuracy, and contacts provider supervisors as necessary to obtain additional information.

POLICY NUMBER: BDY - 1853817

COMMERCIAL CRIME
CR DS 02 07 02COMMERCIAL CRIME POLICY
DECLARATIONS

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

COMPANY NAME AREA	PRODUCERS NAME AREA
The Hanover Insurance Company	CAPACITY COVERAGE GROUP

NAMED INSURED: Revenue Guard, LLC

(Also list any Employee Benefit Plan(s) included as Insureds)

MAILING ADDRESS: PO Box 720 Matawan, NJ 07747

POLICY PERIOD: November 26, 2008 to Until Cancelled

(12:01 A.M. at your Mailing Address shown above)

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLE

INSURING AGREEMENTS	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT
	Per Occurrence	Per Occurrence
1. Employee Theft	\$ 1,000,000.00	\$ 25,000.00
2. Forgery Or Alteration	\$ 1,000,000.00	\$ 25,000.00
3. Inside The Premises - Theft of Money And Securities	\$ 1,000,000.00	\$ 25,000.00
4. Inside The Premises - Robbery Or Safe Burglary Of Other Property	\$ 1,000,000.00	\$ 25,000.00
5. Outside The Premises	\$ 1,000,000.00	\$ 25,000.00
6. Computer Fraud	\$ 1,000,000.00	\$ 25,000.00
7. Funds Transfer Fraud	\$ 1,000,000.00	\$ 25,000.00
8. Money Orders And Counterfeit Money	\$ 1,000,000.00	\$ 25,000.00
If Added by Endorsement, Insuring Agreement(s):		
9. Clients' Property	\$ 1,000,000.00	\$ 25,000.00

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:

CR 20 05 05 06

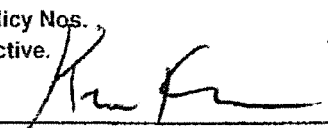
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CANCELLATION OF PRIOR INSURANCE ISSUED BY US:

By acceptance of this Policy, you give us notice cancelling prior policy Nos. ,
the cancellation to be effective at the time this Policy becomes effective.

COUNTERSIGNED _____ BY: 
(Date) (Authorized Representative)

CR DS 02 07 02

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Page 1 of 1

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2017-136 : Award of contract for Emergency Medical Services billing)

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC

REPORT ON CONTROLS PLACED IN OPERATION
FOR MEDICAL CLAIMS PROCESSING

SOC 1
TYPE I REPORT
AS OF DECEMBER 31, 2016

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2017-136 : Award of contract for Emergency Medical Services billing)

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC

**REPORT ON CONTROLS PLACED IN OPERATION
FOR MEDICAL CLAIMS PROCESSING**

**SOC 1 TYPE I REPORT
AS OF DECEMBER 31, 2016**

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Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT**

To the Management of Revenue Guard Medical Claims Management LLC:

We have examined Revenue Guard Medical Claims Management LLC’s (“Revenue Guard”) description of its medical claims processing system for processing user entities’ transactions as of December 31, 2016, and the suitability of the design of controls to achieve the related control objectives stated in the description based on the criteria identified in Revenue Guard’s management assertion. The controls and control objectives included in the description are those that management of Revenue Guard believes are likely to be relevant to user entities’ internal control over financial reporting, and the description does not include those aspects of the medical claims processing system that are not likely to be relevant to user entities’ internal control over financial reporting. The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of Revenue Guard’s controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

Revenue Guard uses a subservice organization colocation data center and support space (CyberLynk) located in Milwaukee, Wisconsin to secure its back-up servers. The description on pages 9 to 31 includes only the control objectives and related controls of Revenue Guard and excludes the control objectives and related controls of the subservice organization. The description also indicates that certain control objectives specified by Revenue Guard can be achieved only if complementary subservice organization controls assumed in the design of Revenue Guard’s controls are suitably designed and operating effectively, along with the related controls at CyberLink. Our examination did not extend to controls of the subservice organization, and we have not evaluated the design or operating effectiveness of such complementary subservice organization controls.

SERVICE ORGANIZATION’S RESPONSIBILITIES

On pages 7 and 8, Revenue Guard has provided an assertion about the fairness of the presentation of the description and suitability of the design of the controls to achieve the related control objectives stated in the description. Revenue Guard is responsible for preparing the description and for its assertion, including the completeness, accuracy and method of presentation of the description and assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are suitably designed and operating effectively to achieve the related control objectives stated in the description.

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT (Continued)

SERVICE AUDITOR’S RESPONSIBILITIES

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design of the controls to achieve the related control objectives stated in the description, based on our examination. We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management’s assertion, the description is fairly presented and the controls were suitably designed to achieve the related control objectives stated in the description as of December 31, 2016. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization’s system and the suitability of the design of controls involves performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design of the controls to achieve the related control objectives stated in the description, based on the criteria in management’s assertion.

It also involves assessing the risks that the description is not fairly presented and that the controls were not suitably designed to achieve the related control objectives stated in the description and also includes evaluating the overall presentation of the description, suitability of the control objectives stated in the description, and suitability of the criteria specified by the service organization in its assertion.

INHERENT LIMITATIONS

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities’ financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in the processing or reporting of medical claims. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

OTHER MATTER

We did not perform any procedures regarding the operating effectiveness of the controls stated in the description and, accordingly, do not express an opinion thereon.

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT (Continued)

OTHER INFORMATION PROVIDED BY THE SERVICE ORGANIZATION

The information included on pages 32 through 33, “Other Information Provided by Revenue Guard Medical Claims Management LLC”, is presented by the management of Revenue Guard to provide additional information and is not part of the Revenue Guard description of its medical claims processing system made available to user entities as of December 31, 2016. Information about Revenue Guard’s business continuity planning has not been subjected to the procedures applied in the examination of the description of the medical claims processing system and of the suitability of the design of the controls to achieve the related control objectives stated in the description of the medical claims processing system and, accordingly, we express no opinion on it.

OPINION

In our opinion, in all material respects, based on the criteria described in Revenue Guard’s assertion on pages 7 and 8:

- a. The description fairly presents the medical claims processing system that was designed and implemented as of December 31, 2016 and,
- b. The controls related to the control objectives of Revenue Guard stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively as of December 31, 2016 and user entities and the subservice organization applied the complementary user entity controls contemplated in the design of Revenue Guard’s controls as of December 31, 2016.

RESTRICTED USE

This report is intended solely for the information and use of management of Revenue Guard, user entities of Revenue Guard’s medical claims processing system as of December 31, 2016, and their auditors who audit and report on such user entities’ financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatements of user entities’ financial statements. This report is not intended to be, and should not be, used by anyone other than the specified parties.

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT (Continued)

If report recipients are not user entities that have contracted for services with Revenue Guard as of December 31, 2016 or their independent auditors (herein referred to as a “non-specified user”) and have obtained this report, or have access to it, use of this report is the non-specified user’s sole responsibility and at the non-specified user’s sole and exclusive risk. Non-specified users may not rely on this report and do not acquire any rights against Rizick & Rizick, CPAs LLC as a result of such access. Further, Rizick & Rizick CPAs LLC does not assume any duties or obligations to any non-specified user who obtains this report and/or has access to it.

Rizick & Rizick CPAs LLC

Rizick & Rizick CPAs LLC
Old Bridge, NJ
February 6, 2017

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION II – MANAGEMENT’S ASSERTION**

We have prepared the description of Revenue Guard’s medical claims processing system entitled, “Description of Controls” for processing user entities’ medical claims as of December 31, 2016 (description) for user entities of the system as of December 31, 2016, and their auditors who audit and report on such user entities’ financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when obtaining an understanding of user entities’ information and communication systems relevant to financial reporting. Revenue Guard uses a subservice organization to store and secure its back-up servers. The description includes only those control objectives and related controls of Revenue Guard and excludes the control objectives and related controls of the subservice organization.

We confirm, to the best of our knowledge and belief, that:

1. The description fairly presents the Revenue Guard medical claims processing system made available to user entities of the system as of December 31, 2016 for processing their transactions as it relates to controls that are likely to be relevant to user entities’ internal control over financial reporting. The criteria we used in making this assertion were that the description:
 - a. Presents how the system made available to user entities of the system was designed and implemented to process relevant transactions, including, if applicable:
 - i. The types of services provided, including, as appropriate, the classes of transactions processed.
 - ii. The procedures, within both automated and manual systems, by which those services are provided, including, as appropriate, procedures by which transactions are initiated, authorized, recorded, processed, corrected as necessary, and transferred to the reports and other information prepared for user entities of the system.
 - iii. The information used in the performance of the procedures including, if applicable, related accounting records, whether electronic or manual, and supporting information involved in initiating, authorizing, recording, processing, and reporting transactions; this includes the correction of incorrect information and how information is transferred to the reports and other information prepared for user entities.
 - iv. How the system captures and addresses significant events and conditions other than transactions.
 - v. The process used to prepare reports and other information for user entities.
 - vi. Services performed by a subservice organization, if any, including whether the carve-out method or the inclusive method has been used in relation to them.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION II – MANAGEMENT’S ASSERTION (Continued)

- vii. The specified control objectives and controls designed to achieve those objectives including, as applicable, complementary user entity controls and complementary subservice organization controls assumed in the design of the service organization’s controls.
 - viii. Other aspects of our control environment, risk assessment process, information and communication systems (including the related business processes), control activities, and monitoring activities that are relevant to the services provided.
- b. Does not omit or distort information relevant to the service organization’s system, while acknowledging that the description is prepared to meet the common needs of a broad range of user entities of the system and their user auditors, and may not, therefore, include every aspect of the medical claims processing system that each individual user entity of the system and its auditor may consider important in its own particular environment.
- 2. The controls related to the control objectives stated in the description were suitably designed as of December 31, 2016 to achieve those control objectives if subservice organization and user entities applied the complementary controls assumed in the design of Revenue Guard’s controls as of December 31, 2016. The criteria we used in making this assertion were that:
 - a. The risks that threaten the achievement of the control objectives stated in the description have been identified by management of the service organization.
 - b. The controls identified in the description would, if operating effectively, provide reasonable assurance that those risks would not prevent the control objectives stated in the description from being achieved.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS

OVERVIEW OF SERVICES PROVIDED

Revenue Guard provides medical billing and insurance claims processing services for ambulance providers. Services include pre-hospital information management, revenue cycle management (includes insurance claims processing), accounts receivable management and emergency medical service (EMS) business management consulting. Revenue Guard also provides ongoing support and financial performance analysis to hospitals, EMS management teams and medical facility chief financial officers.

Revenue Guard's customers include hospital-based ambulance systems, private ambulance providers, volunteer ambulance squads, municipal 911 systems, as well as non-emergency ambulance providers located in the New Jersey area.

Revenue Guard was founded in 2004; however, the Company's owner and COO have approximately 30 years each in ambulance provider experience. Revenue Guard's current main headquarters is located in Morganville, New Jersey.

A company's control environment reflects the overall attitude, awareness, and actions of management, the board of directors, and others concerning the importance of controls and the emphasis given to controls in the company's policies, procedures, methods and organizational structure. The following is a description of the five components of internal control.

I. CONTROL ENVIRONMENT

The control environment sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure. The control environment of Revenue Guard originates with and is the responsibility of the senior management. Revenue Guard's management recognizes their responsibility for directing and controlling operations and for establishing, communicating and monitoring control policy and procedures, as well as promoting integrity and ethical values to all Revenue Guard personnel.

INTEGRITY AND ETHICAL VALUES: Organization values and behavioral standards have been established by management. These values and standards are communicated to all personnel through policy statements and manuals. All employees must acknowledge, in writing, that they have received any updated policy manuals distributed and that they are expected to read and abide by the policies.

COMMITMENT TO COMPETENCE: The human resource policies and processes of Revenue Guard are designed to: 1.) identify and hire competent personnel, 2.) provide employees with the training and information they need to perform their jobs, 3.) evaluate the performance of employees to verify their ability to perform job assignments, and 4.) through the performance evaluation process, identify opportunities for growth and job performance improvement. The human resources function is responsible for the initial recruiting and evaluation of job applicants.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

I. CONTROL ENVIRONMENT (Continued)

Revenue Guard maintains formal hiring policies that are designed to ensure that new employees are qualified for their job description. Minimum education and experience requirements are established for each position.

Personnel are supervised and provided with on-the-job training; including HIPAA compliance training. HIPAA training is provided annually and personnel are required to agree in writing that they will comply with HIPAA regulations as it relates to their job description. Personnel are encouraged to attend seminars and courses relating to their specific job responsibilities. In-house staff meetings are held to cover new company policies and procedures or new government regulations that must be adhered to.

Formal performance reviews are conducted annually. Employees are evaluated on their job performance. Corrective action, up to and including termination, is taken for employees who do not meet their stated job objectives.

MANAGEMENT PHILOSOPHY AND OPERATING STYLE: Revenue Guard's management believe that Revenue Guard's customers, employees and the public are best served by a management team that is highly involved in the day-to-day operations of the organization, while giving employees the authority they need to properly serve their customers. Managers are encouraged to address developing issues and risks proactively to minimize their impact on the organization and its customers.

Revenue Guard's senior management is responsible for the development of the overall plan of organization, which includes controls that provide reasonable assurance that financial records are reliable and that ambulance provider customers' information is safeguarded on a continuous basis. These controls provide information that allows management to adequately monitor and control services performed for Revenue Guard's medical claims processing customers. Results relating to the accuracy and timeliness of processing and the responsiveness to customer service issues are measured against established standards and are communicated to management on a routine basis.

ORGANIZATIONAL STRUCTURE: The organizational structure of Revenue Guard, which provides the overall framework for planning, directing and controlling operations, uses an approach whereby personnel and business functions are segregated into departments according to job responsibilities.

Each functional area is responsible for specific services. The organizational structure is designed to provide adequate segregation of duties as well as clearly defined areas of responsibility relating to the control environment elements. The four departments at Revenue Guard are as follows:

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

I. CONTROL ENVIRONMENT (Continued)

PRE-BILLING: This department is responsible for the first stage of the revenue cycle, which includes evaluating each medical claim for completion and accuracy. In addition, the pre-billing department researches and obtains any additional information required (such as patient and insurance information) in order to properly process each claim.

BILLING: This department is responsible for the second stage of the revenue cycle, which includes filling out a questionnaire in the billing system with a series of questions related to the ambulance services provided. The billing department also inputs the diagnostic codes that will be submitted to the insurance companies for reimbursement. In addition, this department verifies that the patient and insurance information entered by the pre-billing department is complete prior to the submission of claims to the insurance companies or patients.

COLLECTIONS: This department is responsible for the final stage of the revenue cycle, which is following up on all insurance claims that have not been paid by the insurance companies or patients. The collection department researches the reasons behind nonpayment and works with the insurance companies and patients to finalize claims.

FINANCE: This department is responsible for controlling and reporting on the daily payments received from insurance companies and patients for claims paid. The finance department is also responsible for billing secondary payers and for identifying accounts that require further research in the collections department.

AUTHORITY AND RESPONSIBILITY: Lines of authority and responsibility are clearly established throughout the organization and are communicated through Revenue Guard's 1.) management philosophy and operating style, 2.) organizational structure, 3.) employee job descriptions, and 4.) policy and procedure manuals.

II. RISK ASSESSMENT PROCESS

The Company's risk assessment process includes its identification, analysis and management of risks relevant to the production operations and managing of client data files. Revenue Guard recognizes that risk management is a critical component of its operations that helps to ensure client records are properly managed and customers are properly served. Revenue Guard management has incorporated risk management throughout its processes such that the management of each department is responsible for implementing procedures to identify the risks inherent in the department's operations and implement procedures to monitor and mitigate the risks. Management has implemented various measures to manage risks identified by the risk assessment process. Specific risks that have been identified by management include the following:

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

II. RISK ASSESSMENT PROCESS (Continued)

- a. **INFORMATION AND CYBER SECURITY:** the Revenue Guard database contains large amounts of personal and medical information of their clients' customers. Revenue Guard controls this risk through strict limitation of inside and outside access to the database.
- b. **SAFEGUARDING OF CLIENT ASSETS:** Revenue Guard has access to customer cash receipts, accounts receivable and banking information; however, controls are in place, including segregation of duties, management oversight and customer involvement regarding the safeguarding and recordkeeping of payments received and receivable.

III. INFORMATION AND COMMUNICATION

Information and communication systems support the identification, capture, and exchange of information in a form and timeframe that enable people to carry out their responsibilities. The information system consists of procedures, whether automated or manual, and records established to initiate, record, process and report entity transactions and to maintain accountability for related assets, liabilities and equity. The quality of the system-generated information affects management's ability to make appropriate decisions in controlling the entity's activities and to prepare reliable financial reports.

Revenue Guard's computer network and back-up servers utilize the Windows 2012 R2 operating system and are protected by a SonicWALL NSA 220 firewall. Staff workstations utilize the Windows 7 Professional operating system. Viper antivirus software is utilized to filter emails and spam for viruses. Websites unrelated to Revenue Guard's job processes are blocked from staff use. Revenue Guard's computer systems are maintained by an internal IT manager as well as an outside computer consulting company (Integrated Computer Services Inc).

Customer records in Revenue Guard's medical billing system are backed up daily with both on-site and off-site storage. Other software applications run by the staff are incrementally backed-up on the servers (real time). All computer networks and production systems are password-secured. A written disaster recovery template is in place for all servers.

The back- up servers are stored at a secure colocation data center (CyberLynk) in Milwaukee, Wisconsin.

Communication involves providing an understanding of individual roles and responsibilities pertaining to internal control over the administration and processing of medical claim transactions. Multiple communication paths exist to help ensure that processes function as designed and issues are identified and resolved in a timely manner. These include voice mail, email, and management meetings with staff and customers.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

IV. CONTROL ACTIVITIES

Control activities are the policies and procedures that help ensure management directives are carried out. They help ensure that necessary actions are taken to address risks to the achievement of the entity's objectives. Control activities, whether automated or manual, have various objectives and are applied at various organizational and functional levels. All functional units are required to implement control activities that help assure the achievement of business objectives associated with: 1.) the reliability of financial reporting, 2.) the effectiveness and efficiency of operation, and 3.) compliance with applicable laws and regulations. These control activities are designed to address the specific risks associated with the operations and are reviewed annually as part of the risk assessment process. Revenue Guard has developed formal policies and procedures covering various financial and operational matters to document the requirement for performing many of these control activities.

V. MONITORING

Monitoring is a critical aspect of internal control in evaluating whether controls are operating as intended and whether they are modified as appropriate for changes in conditions. Management is responsible for monitoring the quality of internal control performance as a routine part of their activities. To assist them in this monitoring, Revenue Guard has developed summary management reports that monitor the functioning of their business processes.

OTHER CONSIDERATIONS

Control policies and procedures are established and maintained for the functions performed by each department. Documentation of control policies and procedures are included in each department's procedure guidelines.

Revenue Guard maintains insurance coverage against various risks such as errors and omissions and general liability, which management feels is adequate given the size and scope of Revenue Guard's operations.

DESCRIPTION OF TRANSACTION PROCESSING

Revenue Guard provides medical billing and insurance claims processing services for ambulance providers. Services include pre-hospital information management, revenue cycle management (includes insurance claim processing), accounts receivable management and emergency medical service (EMS) business management consulting. Approximately 25,000 bills are processed for customers each month.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

DESCRIPTION OF TRANSACTION PROCESSING (Continued)

The owner and COO of Revenue Guard are responsible for engaging new customers and negotiating the final contract for medical claims processing services. The ambulance service provider customer is responsible for reviewing the contract to ensure the accuracy of the services requested and for providing a list of pre-established individuals authorized to access information reported by Revenue Guard. The appropriate documents required by the Health Insurance Portability and Accountability Act (HIPAA) are signed at this time as well. Revenue Guard's Director of Information Technology sets up each new customer, along with their individual billing codes in the billing system. As a general rule, Revenue Guard's staff is separated by customer and by function within each customer.

After customer set up is completed, the medical billing process begins with uploading electronic information or inputting daily paper (sent by FedEx) ambulance trips from customers into Revenue Guard's medical claims processing system; Tri-Tech Sweet EMS billing system ("Sweet"). Control totals of the number of claims sent to Revenue Guard for processing are logged into a worksheet to be used for reconciliation purposes at month end. Daily customer trip information is exported into Sweet and then the daily work is sent to the Pre-Billing department for data verification. Currently, there are approximately 17 Pre-Billing staff members at Revenue Guard. The Pre-Billing staff compares information exported into Sweet to other documents received in the mail or via email, as well as inputs patient or insurance information that may be missing. Often, research must be done on various external websites such as usps.com or outside insurance verification databases to verify names, addresses, zip codes and other various information required for patients. Phone calls are made by the Pre-Billing staff to patients as well as to hospitals to check previous records in order to obtain missing information as well. This demographic data, along with social security numbers and accurate health insurance coverage documentation is necessary to process the medical claims efficiently. Controls are in place within the Sweet program to prevent more than one patient to be processed with the same social security number. The Pre-Biller documents in Sweet each step taken to obtain patient information. This procedure is important for the subsequent steps in the billing process; this information is available to all departments within the revenue cycle. After verification of all patient information, the Pre-Biller initials each ambulance trip sheet before the documentation goes to the Billing department's pending file cabinet. At the end of each week, a report is run by the Pre-Billing manager to determine how many claims have been successfully pre-billed for the day. This is done to ensure that work is completed on schedule.

The Billing department receives all paperwork and handwritten changes from the Pre-Billers. A Billing staff member will select a customer's documents from the pending file cabinet and calls up the customer account on Sweet to verify that the Pre-Biller completed the required fields necessary to continue the billing process. The Billing staff then inputs insurance billing codes and charges and fills out the electronic billing questionnaire based on the diagnosis and other information from the trip sheets. Sweet limits the codes that billing staff can utilize within each customer account based on the initial set up done by the Director of Information Technology.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)**

DESCRIPTION OF TRANSACTION PROCESSING (Continued)

The Billing staff also verifies that required signatures are on file for Medicare billing. After billing is completed, the hard-copy of the trip sheets are shredded for security purposes. The "history" function on Sweet automatically records the name of the staff member in the Pre-Billing and Billing departments who handled each customer account based on their individual computer log in data.

At the end of each day, the Billers run a "check error report". This report compares the information input by the Pre-biller and the Biller and alerts the billing manager to errors in customer accounts that will prevent bills from processing correctly. The customer bills will not go out to insurance companies or to patients without the corrections made.

It is important for efficiency purposes that denied claims are kept to a minimum. Each month, the Director of Revenue Cycle reviews the "denial report" which lists claims that are denied by insurance companies. The report is reviewed in person with staff members who have an excess of 10 denied claims per month. Staff with less than 10 denials per month will receive an email that summarizes claim issues for their future information.

After Billing is successfully completed, follow up is often necessary for claims that remain unpaid. Revenue Guard's 28-member collection department takes over at this point. The collections department receives a "payments" report for claims that remain unpaid after 30 days (60 days for Medicare claims) and will contact the insurance company and/or patient to correct any errors in responsible payer information. This department will also resend billing invoices and prepare insurance claim appeals paperwork, if necessary. Each collection staff member is assigned specific customer accounts and is monitored by the collection manager.

A "call backs" report is run daily and is monitored by the collections manager. This report details the steps taken to obtain correct payer information and to get claims paid in a timely manner. The collection department's general policy is to complete the research on any open claims listed on the report on Monday by the end of the week. For claims that cannot be collected, the collections manager will "write off" or remove the uncollectible account from the billing system and will send the account to an outside collection agency. Only members of the senior management team at Revenue Guard are authorized to write-off an uncollectible account in the billing system. At the end of the month, a report detailing the accounts sent to the outside collection agency is run and reviewed by senior management.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)**

DESCRIPTION OF TRANSACTION PROCESSING (Continued)

When the insurance claims are paid or patients make direct payments for ambulance transportation, the finance department controls the cash flow of these receipts and reporting of same to some of its non-hospital customers. Payments can be received either by mailed checks to post office boxes set up by Revenue Guard or electronically. Daily, staff members retrieve the mail from the post office boxes. The mail is brought back to Revenue Guard's office where it is separated by clerical staff and filed by customer name. Currently there are 6 finance department staff members in addition to the department manager. Each staff member is assigned to and is responsible for specific customers. Daily, each staff member matches the checks received to the Explanation of Benefits form (EOB), inputs the checks received in the mail into each customer's deposit database kept on a network excel schedule and writes up a bank deposit slip. The deposit slips and an adding machine tape control total of the deposit slips are attached to the deposit database schedule; the two totals should match before the package is given to the cash receipts "poster". The poster is a different staff member from the staff member preparing the deposit slips. The poster posts the cash receipts to the Sweet billing system. The poster initials the deposit database schedule to indicate that the batch was posted to the Sweet billing system. Generally, the deposit slips and the checks are taken to the bank daily by four different staff members. Electronic payments are listed on the deposit database schedule in batch daily.

Beginning in 2016, the majority of Revenue Guard's hospital customers receive payments via their own lockbox. Revenue Guard does not physically handle the funds coming in from insurance companies and patients; however, Revenue Guard does receive payment summaries from customers that the Revenue Guard finance department compares to information from the insurance companies (Explanation of Benefit forms - EOBs) for reconciliation purposes. Any discrepancies noted by Revenue Guard are posted to a summary schedule and the customer reviews and reconciles at month end when a monthly reporting package is sent to them. Hospital customers reconcile their own bank accounts monthly.

The entire receipts package including the database deposit (posting) report, check copies and deposit slips are scanned to Revenue Guard's computer system monthly; the hard copies of this package are kept for two months and then are shredded for security purposes.

As part of the monthly closing procedure, the finance department manager verifies that no unusual adjustments or write-offs were done by Revenue Guard staff. If another finance department staff member assists in the month end reconciliation process, they do not reconcile the customer accounts that they worked on during the month. After the reconciliation process is complete, the following monthly reports are emailed to the customers for review: accounts receivable by payor, calls by payor, payments by payor, deposit summary (if applicable), trip summary, write-off reports and any additional reports as required by individual customers. At this point, Revenue Guard's service invoice is included with the emailed package.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

COMPUTER SYSTEM ACCESS

Revenue Guard has developed a data security policy as it relates to its medical claim processing services, which is as follows:

Remote access into the system is available to Revenue Guard's management via GoToMyPC Corporate which integrates increased levels of security in accordance with HIPAA requirements. The remote access connection is secured by a virtual private network (VPN-Citrix) and a firewall (SonicWALL). The firewall's purpose is to protect the private network against intrusion. The firewall prevents unauthorized users from accessing the computing and data resources on the private network.

User IDs and passwords are required to establish the remote access connection and an additional user ID and password are necessary to gain access into the Revenue Guard billing system. Management access is limited to their job responsibilities.

Onsite, Revenue Guard's staff and management have passwords to log into their individual workstations and another password to access the billing system. Personnel access to different areas of the billing system is limited to their job responsibilities. Passwords expire every 60 days and must be changed at that time to gain access to the system. Personnel are required to log off or lock their computers when they are not sitting at their desk. After three unsuccessful attempts to log onto the system, any user will be disabled.

Another company (Med-X), which is owned by an owner of Revenue Guard, subleases office space from Revenue Guard. Med-X does not do business with Revenue Guard nor does it share the same customers or employees; however, Med-X does share the Sweet billing system with Revenue Guard. Med-X's access in Sweet is limited to their customer database only. Med-X cannot access Revenue Guard's customer database and Revenue Guard cannot access Med-X's customer database.

A subservice colocation datacenter is responsible for providing the physical security for Revenue Guard's back-up servers located in Milwaukee, Wisconsin. Revenue Guard's outside IT company and in-house IT Director monitor the controls at this subservice organization by holding periodic discussions and exchanging emails with Revenue Guard's representative at the colocation and receiving and responding to alerts received from automatic colocation security controls.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

COMPLEMENTARY CUSTOMER AND SUBSERVICE ORGANIZATION CONTROLS

Revenue Guard's controls cover only a portion of the overall control structure required for each client. All control objectives relating to the processing of transactions cannot be completely achieved through Revenue Guard's implemented controls without the support of customer and subservice organization controls. Therefore, each customer and subservice organization's internal control structure must be evaluated in conjunction with Revenue Guard's control objectives in order for reliance to be placed on Revenue Guard's controls. The following customer and subservice organization controls are intended to address only the controls that support Revenue Guard's controls over financial reporting. This list is not intended to be all inclusive.

1. Customers are responsible for reviewing and approving the final contract, which outlines the medical claim billing services to be provided by Revenue Guard.
2. Customers are responsible for providing a complete and accurate list of authorized company representatives for correspondence purposes.
3. Customers are responsible for providing complete and accurate daily trip sheets to Revenue Guard in a timely manner.
4. Customers are responsible for reviewing the month end cash and accounts receivable reports sent to them and for bringing any potential errors to Revenue Guard's attention in a timely manner.
5. Customers are responsible for preparing bank reconciliations (unless Revenue Guard is contracted to do this service for the customer) and for bringing any potential adjustments to Revenue Guard's attention in a timely manner.
6. The subservice colocation datacenter is responsible for providing the physical security for Revenue Guard's back-up servers located in Milwaukee, Wisconsin. Physical access to the separate colocation data center, requires valid picture ID and registration with CyberLynk. Once your pass is validated, you need an access card to gain entrance into the CyberLynk data room. Upon entry into the data room, a numeric code is required to enter Revenue Guard's secured rack of 3 servers. In addition, the CyberLynk facility has 24 hour security and video surveillance. The outside IT company and the IT Director monitor the controls at this subservice organization by holding periodic discussions and exchanging emails with Revenue Guard's representative at the colocation and receiving and responding to alerts received from automatic colocation security controls.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS**

ORGANIZATION OF COMPANY

CONTROL OBJECTIVE #1

Controls provide reasonable assurance that personnel policies and procedures are designed so that only qualified competent people with high standards of integrity are hired and retained as employees.

DESCRIPTION OF POLICIES AND PROCEDURES

1. Formal personnel policies and procedures exist and are documented in a written employee manual. Receipt and review of this manual is acknowledged by new employees in writing.
2. A non-disclosure and HIPAA confidentiality employment agreement is signed by new employees.
3. Appropriate personnel policies and procedures are followed in hiring, evaluation, and termination of employees.
4. Most applicants are obtained from ad listings in the local newspaper and from referrals. Candidates are interviewed by a member of the management team and references are checked. In addition, the candidate is discussed in detail with the owner of the Company before an offer of employment is made.
5. New hires are generally started on a part-time, probationary basis for 30 to 60 days.
6. Termination procedures are in place that require immediate removal from computer system access, email and user profiles, and immediate deactivation of system passwords. Terminated employees are required to return their building pass and keys to the office prior to leaving.
7. Employees are informally evaluated throughout the year by management and on an annual basis in conjunction with potential pay raises. Employees who do not perform their job function in compliance with Company standards are informed and potentially terminated if performance does not improve.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

ORGANIZATION OF COMPANY (Continued)

CONTROL OBJECTIVE #2

Controls provide reasonable assurance that appropriate separation of responsibilities exists between employees in incompatible functions.

DESCRIPTION OF POLICIES AND PROCEDURES

1. The Pre-Billing, Billing, Collections and Finance areas are separated, as are the personnel and supervisors working in each department.
2. Personnel within each department are generally separated by individual customer.
3. The computer related functions are maintained by the Director of Technology and an outside IT company who are separate from the revenue cycle and finance department personnel.

CONTROL OBJECTIVE #3

Controls provide reasonable assurance that employees receive appropriate training and supervision

DESCRIPTION OF POLICIES AND PROCEDURES

1. Job descriptions and procedures are communicated to all Revenue Guard employees verbally and via written job descriptions.
2. Employee performance is reviewed annually against established performance standards.
3. Basic skill on-the-job training is provided to all employees by supervisors in each department. Staff meetings are held when new work-related issues arise. Management meetings are held regularly. Continuing education, industry related seminars, conferences and webinars are attended, as deemed necessary by management.
4. Management has an "open door" policy regarding staff questions and concerns.
5. Employees have direct supervision by a supervisor/manager in each department. There is daily verbal communication between supervisors and staff and management regarding medical claim processing customer issues that may arise.

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS

REVENUE CYCLE / NEW CUSTOMER SET UP

CONTROL OBJECTIVE #1

Controls provide reasonable assurance that new customers are established on the system in accordance with the applicable customer contracts and requirements in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. The details of the new customer contract are approved by one of the owners of the Company.
2. A copy of the new customer contract is forwarded to the Director of Information Technology (IT Director) to implement customer set up procedures.
3. The IT Director sets up the customer information, the insurance providers' information and billing codes specific to that customer. The IT Director also works with the outside IT company to accomplish this.
4. The IT Director obtains the list of approved responsible officials from the customer and sets up in billing system.
5. After customer set up procedures are completed, the IT Director informs the managers of the Finance and Revenue Cycle Departments that the customer is ready for deployment.

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

REVENUE CYCLE / PRE-BILLING

CONTROL OBJECTIVE #2

Controls provide reasonable assurance that claim and patient information received from customers is authorized and processed in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. Information is obtained from customers either electronically or via FedEx. The information is uploaded (or input if received by paper via mail/FedEx) into Revenue Guard's billing system daily by a Revenue Guard employee separate from the Pre-Billers.
2. The Pre-Billing department accesses this information on the system and begins their verification process.
3. Verification includes name, address, phone number, social security number and insurance information of the patient that received ambulance services. Research is done utilizing third party websites, repeat patient records and phone calls to patients and hospitals to obtain missing information.
4. The billing program does not permit more than one patient to be listed with the same social security number. Pre-Billing cannot be completed until this error is corrected.
5. Each Pre-Biller documents all steps taken to obtain missing patient and insurance information in the billing system so that there is a trail for all departments to reference as the claim continues through the system.
6. After verification is complete, the Pre-Biller initials each ambulance trip sheet.
7. At the end of each week, a report is run and reviewed by the Pre-Billing manager to determine how many claims have been verified. This is done to ensure that work is completed timely.
8. Revenue Guard's system generates control totals of the number of ambulance trips submitted for billing by customer on a daily basis. These control totals are compared to customer monthly billing reports to ensure completeness of the billing of claims submitted.

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

REVENUE CYCLE / BILLING

CONTROL OBJECTIVE #3

Controls provide reasonable assurance that claims are billed and submitted to insurance companies and patients in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. The Billing Department receives all paperwork and handwritten changes from the Pre-Billing Department.
2. The Biller will verify that all required patient and insurance information has been completed by the Pre-Biller.
3. The Biller will then input the appropriate insurance billing codes and charges and fills out the electronic questionnaire based on the diagnosis and other information from the ambulance trip sheets. Billing codes are limited based on the information set up by the IT Director from the initial customer set up.
4. The “history” function of the billing system automatically records the Pre-Biller and Biller who worked on each claim based on their computer log in credentials.
5. At the end of each day, the Billers run and review a “check error” report to alert the Billing manager to errors in customer accounts that will prevent claims from processing correctly. The customer claims will not be submitted to insurance companies or patients without the corrections made.
6. Each month, the Director of Revenue Cycle reviews the “denial report” which lists claims that are denied by insurance companies. The report is reviewed in person with staff members who have an excess of 10 denied claims per month. Staff with less than 10 denials per month will receive an email that summarizes claim issues for their future information.

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

REVENUE CYCLE / COLLECTIONS

CONTROL OBJECTIVE #4

Controls provide reasonable assurance that claims are paid by insurance companies and patients in an accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. The Collection Department receives a “payments” report for claims that remain unpaid after 30 days (60 days for Medicare claims) and will contact the insurance company and/or patient to correct any errors in responsible payer information.
2. Each collection staff member is assigned specific customer accounts and is monitored by the collection manager.
3. A “call backs” report is run daily and is monitored by the department manager. This report details the steps taken to obtain correct payer information in order to get claims paid in a timely manner.
4. The collection department’s general policy is to complete the research on any open claims listed on the payments report on Monday by the end of the week. For claims that cannot be collected, the collections manager will “write off” or remove the uncollectible account from the billing system and will send the account to an outside collection agency.
5. Only members of the senior management team at Revenue Guard are authorized to write-off an uncollectible account in the billing system.
6. At the end of the month, a report detailing the accounts sent to the outside collection agency is run and reviewed by senior management.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

FINANCE / CASH RECEIPTS AND REPORTING

CONTROL OBJECTIVE #1

Controls provide reasonable assurance that payments received from insurance companies and patients are processed in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. For smaller non-hospital customers, payments can be received either by mailed checks to post office boxes set up by Revenue Guard or electronically. Daily, staff members retrieve the mail from the post office boxes. The mail is brought back to Revenue Guard's office where it is separated by clerical staff and filed by customer name.
2. Each staff member is assigned to and is responsible for specific customers.
3. Daily and/or weekly (depending on customer), each staff member matches the checks received to the Explanation of Benefits form (EOB), inputs the checks received in the mail into each customer's deposit database kept on a network excel schedule and writes up a bank deposit slip.
4. The deposit slips and an adding machine tape control total of the deposit slips are attached to the deposit database schedule; the two totals should match before the package is given to the cash receipts "poster".
5. The poster is a different staff member from the staff member preparing the deposit slips. The poster posts the cash receipts to the billing system.
6. The poster initials the deposit database schedule to indicate that the batch was posted to the billing system.
7. The deposit slips and the checks are taken to the bank daily by four different staff members.
8. Electronic payments are listed on the deposit database schedule in batch daily.
9. Beginning in 2016, the majority of Revenue Guard hospital customers receive payments via their own lockbox. Revenue Guard does not physically handle the funds coming in from insurance companies and patients; however, Revenue Guard does receive payment summaries from customers that the Revenue Guard finance department compares to information from the insurance companies (EOBs) for reconciliation purposes. Any discrepancies noted by Revenue Guard are posted to the summary sheet and the customer reviews and reconciles at month end when a monthly reporting package is sent to them. Hospital customers reconcile their own bank accounts monthly.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

FINANCE / CASH RECEIPTS AND REPORTING (Continued)

DESCRIPTION OF POLICIES AND PROCEDURES (Continued)

10. The entire receipts package including the database deposit (posting) report, check copies and deposit slips, if applicable, are scanned into Revenue Guard's computer system monthly; the hard copies of this package are kept for two months and then are shredded for security purposes.

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

FINANCE / CASH RECEIPTS AND REPORTING (Continued)

CONTROL OBJECTIVE #2

Controls provide reasonable assurance that monthly cash flow reports and Revenue Guard invoices are provided to customers in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. At the end of the month, the finance department manager runs several reports to proof each customer's cash balance/deposits and accounts receivable balance. End of month reports run include: accounts receivable, cash receipts, sales, credit and write-off reports.
2. As part of the monthly closing procedure, the finance department manager verifies that no unusual adjustments or write-offs were done by Revenue Guard staff.
3. After the reconciliation process is complete, the following monthly reports are emailed to the customers for review: accounts receivable by payor, calls by payor, payments by payor, deposit summary (if applicable), trip summary, write-offs schedule and any additional reports as required by individual customers.
4. Revenue Guard's service invoice is included with the emailed package.

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

COMPUTER CONTROLS / INFORMATION SECURITY

CONTROL OBJECTIVE #1

Controls provide reasonable assurance that logical access to programs, data and computer resources is restricted to authorized and appropriate users.

DESCRIPTION OF POLICIES AND PROCEDURES

1. Revenue Guard's computer network and back-up servers utilize the Windows 2012 R2 operating system and is protected by a SonicWALL NSA 220 firewall. Staff workstations utilize the Windows 7 Professional operating system.
2. Viper antivirus software is utilized to filter emails and spam for viruses.
3. Websites and email unrelated to Revenue Guard's job processes are blocked from staff use. Business emails with sensitive data have encryption capability.
4. Revenue Guard's computer systems are maintained by an internal IT director as well as an outside computer consulting company (Integrated Computer Services, Inc).
5. Onsite, Revenue Guard's staff and management have passwords to log into their individual workstations and another password to access the billing system.
6. Passwords expire every 60 days and must be changed at that time to gain access to the system.
7. Personnel are assigned a unique user ID which limits access to different areas of the billing system to their job responsibilities.
8. After three unsuccessful attempts to log onto the system, any user will be disabled.
9. Personnel are required to log off or lock their computers when they are not sitting at their desk.
10. Remote access into the system is available to Revenue Guard's management team only and is accessed via GoToMyPC Corporate which integrates increased levels of security in accordance with HIPAA requirements.
11. The remote access connection is secured by a virtual private network (VPN-Citrix) and a firewall (SonicWALL).

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

COMPUTER CONTROLS / INFORMATION SECURITY (Continued)

DESCRIPTION OF POLICIES AND PROCEDURES (Continued)

12. User IDs and passwords are required to establish the remote access connection and an additional user ID and password are necessary to gain access into the Revenue Guard billing system.
13. Medex's (related company) access in Sweet is limited to their own customer database only. Medex cannot access Revenue Guard's customer database and Revenue Guard cannot access Medex's customer database as well.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

COMPUTER CONTROLS / INFORMATION SECURITY (Continued)

CONTROL OBJECTIVE #2

Controls provide reasonable assurance that physical access to computer and other resources is restricted to authorized and appropriate personnel

DESCRIPTION OF POLICIES AND PROCEDURES

1. Physical access to the computer server room is via a single door with a keypad/access code lock.
2. The IT Director, the IT assistant and outside IT vendor (Integrated Computer Services Inc) are the only three who have the access code to the computer room door. The computer room door remains locked throughout the day.
3. The computer room has a temperature monitor, which is connected to a surveillance camera (also used for security) located in the computer room. The IT vendor also monitors the temperature in the computer room and will send an alert message (generally a phone call) to the IT Director if unacceptable temperatures are reached.
4. Revenue Guard's office is located in a one-story building office complex located in Morganville, New Jersey. The front door of Revenue Guard's office is directly connected to the outside area and is locked at all times. The front door is secured by an access keypad, which requires each employee to use a code and an electronic (FOB) tag to gain access to the building. Visitors to the office are buzzed in by the receptionist after identified. Visitors must sign in, wear an identification badge and be escorted by a Revenue Guard employee throughout the building at all times.
5. A secondary entrance which has a keypad lock separates the reception area from the employee staff area.
6. Video surveillance cameras are located in several areas on the inside and outside of Revenue Guard's office. The cameras are monitored on computer screens (via DVR) in the offices of the two owners of Revenue Guard, the IT director and the General Manager. Access to the video surveillance cameras can also be viewed on management's cellular phones.

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

COMPUTER CONTROLS / INFORMATION SECURITY (Continued)

DESCRIPTION OF POLICIES AND PROCEDURES (Continued)

7. Revenue Guard's outside IT consulting firm (Integrated Computer Services Inc) receives alert messages if there is a security breach or when unacceptable climate conditions arise at the Milwaukee colocation data center.
8. Uninterrupted Power Supply (UPS) devices are installed at both the colocation data center and the New Jersey office to provide continued power in the case of an electrical power failure.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION V – OTHER INFORMATION PROVIDED BY REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC

As it relates to business continuity and contingency planning, Section 3.71 of the American Institute of Certified Public Accountants' (AICPA) Statement on Standards for Attestation Engagements Number 16 (SSAE No. 16) Audit Guide states:

“Control objectives that are not likely to be relevant to the user entities’ internal control over financial reporting may be included in a separate section entitled “Other Information Provided by the Service Organization.” An example of such a control objective is one that addresses the service organization’s business continuity and contingency planning. Such information generally is of interest to management of the user entities. However; because plans are not controls, a service organization would not ordinarily include in its description a unique control objective that addresses the adequacy of business continuity or contingency planning.”

In accordance with AICPA guidelines, control objectives related to business continuity and contingency planning are excluded from the previous sections of this report.

In order to provide **DISASTER RECOVERY AND COMPUTER SYSTEM MAINTENANCE** control information to customers, Revenue Guard Medical Claims Management LLC is including information related to these controls in this Section V.

DAILY BACKUPS

Revenue Guard’s three (3) back-up servers are located at a CyberLynk colocation datacenter in Milwaukee, Wisconsin. This facility has enhanced security and environmental controls. These enhanced controls are important for maintaining the security and integrity of client information and are monitored by CyberLynk; however; alert messages are sent to Revenue Guard’s outside IT consulting firm and in-house IT Director when security and/or environmental conditions have been compromised.

CyberLynk provides the following services for Revenue Guard:

- **SECURITY / ACCESS CONTROLS**
 1. Entrances and exits of the perimeter of the colocation building are continually monitored.
 2. Visitor access authorization and validation is required by security officers. Biometric meters, access card readers, locking cabinets and monitoring by video or site staff is also used for security.
 3. Private cages are used for stored equipment with access only limited to authorized personnel through use of an additional card reader on the cage door.

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION V – OTHER INFORMATION PROVIDED BY REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
 (Continued)

- **CLIMATE CONTROL:** temperature and humidity are controlled in the colocation area to ensure a consistent computer operating environment.
- **ELECTRICAL POWER:** delivery systems are designed to provide a redundant uninterrupted power supply through primary and secondary sources.

Back-up of client data outside of the billing system is done incrementally (real time). The billing system data is backed-up daily at the end of each day.

In addition, Revenue Guard's IT director maintains a nightly back-up of all data utilizing Carbonite cloud software.

BUSINESS CONTINUITY AND DISASTER RECOVERY

Revenue Guard has a written disaster recovery plan that has been tested by management.

A redundant infrastructure is in place utilizing the backed-up files in the Milwaukee colocation and carbonite software.

Both the New Jersey office and the Milwaukee colocations utilize Uninterrupted Power Supply (UPS) units for the hardware operating there. These devices provide electrical power in case of power failure.

Utilizing a colocation center in Milwaukee, Wisconsin provides added protection from power failure in Revenue Guard's main operating office in New Jersey as it is on a different power grid.

SAMPLE AMBULANCE COLLECTION ANALYSIS

		Charges	Payments	Billable trips	Charges Per Trip	Cash Per Trip
March	2007	33,727.96	-	59	571.66	-
April	2007	66,083.30	-	113	584.81	-
May	2007	78,421.80	14,166.49	135	580.90	104.94
June	2007	71,633.81	35,117.83	115	622.90	305.37
July	2007	74,934.01	40,409.34	121	619.29	333.96
August	2007	52,355.58	27,592.53	91	575.34	303.21
September	2007	61,434.65	28,045.49	105	585.09	267.10
October	2007	84,888.72	40,693.16	143	593.63	284.57
November	2007	93,090.23	48,845.25	152	612.44	321.35
December	2007	63,639.01	27,229.97	100	636.39	272.30
January	2008	85,144.78	50,018.13	139	612.55	359.84
February	2008	72,794.56	38,796.55	132	551.47	293.91
March	2008	57,085.23	32,904.49	92	620.49	357.66
April	2008	82,322.41	43,039.61	118	697.65	364.74
May	2008	75,352.83	34,448.03	126	598.04	273.40
June	2008	81,343.58	50,829.48	138	589.45	368.33
July	2008	82,419.10	39,536.52	140	588.71	282.40
August	2008	65,392.33	50,027.91	97	674.15	515.75
September	2008	80,953.45	29,979.00	121	669.04	247.76
October	2008	79,298.46	49,997.27	119	666.37	420.15
November	2008	75,368.89	37,247.14	117	644.18	318.35
December	2008	81,733.77	38,528.66	125	653.87	308.23
January	2009	101,016.46	37,219.98	156	647.54	238.59
February	2009	66,658.48	43,450.33	101	659.98	430.20
		1,767,093.40	838,123.16	2,855.00	618.95	293.56

**raised base rate from 600 to 675

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Credit Summay

Summary By Payor on Credit - Report Category/Code Description

SAMPLE MONTHLY PAYMENT SUMMARY

<u>ID</u>	<u>Description</u>	<u>Credits</u>	<u>QTY %</u>	<u>Amount</u>	<u>Amount %</u>
Report Category	COMP/MVA				
2814	GHI	3	0.48	158.85	0.16
301	NJ MANUFACTURERS INSURANCE	1	0.16	71.19	0.07
		-----		-----	
		4		230.04	
Report Category	Medicaid				
7117	Horizon NJ Health Medicaid	4	0.64	316.10	0.32
CAID	NJ MEDICAID - UNISYS	132	21.02	7620.91	7.63
		-----		-----	
		136		7937.01	
Report Category	Medicare				
HBM	HORIZON / BC MEDICARE	2	0.32	392.58	0.39
CARE	MEDICARE EMPIRE	279	44.43	63627.62	63.68
RRCARE	Railroad Medicare*****	14	2.23	3307.20	3.31
		-----		-----	
		295		67327.40	
Report Category	SELF PAY				
pr	PATIENT RESPONSIBILITY	71	11.31	9401.34	9.41
		-----		-----	
		71		9401.34	
Report Category	THIRD PARTY INSURANCE				
AARP	AARP	33	5.25	1879.99	1.88
AETNA	Aetna Insurance	18	2.87	3957.33	3.96
41574	AMERIHEALTH	1	0.16	47.71	0.05
1609	Blue Cross/Blue Shield-1609	4	0.64	1442.12	1.44
1301	Blue Cross/Blue Shield-nept BC	12	1.91	894.68	0.90
5200	CIGNA	5	0.80	630.83	0.63
656	Federal Blue Cross/Blue Shield	4	0.64	1246.66	1.25
10821	GENWORTH LIFE & ANNUITY INS	1	0.16	66.05	0.07
2832	GHI	3	0.48	154.92	0.16
820	Horizon Blue Cross/Blue Shield	13	2.07	1666.36	1.67
639	HORIZON GM bc	2	0.32	109.83	0.11
HG	HORIZON MEDIGAP bc	6	0.96	336.04	0.34
1901a	INDEPENDENCE BLUE CROSS	2	0.32	464.40	0.46
20547	NALC	1	0.16	56.88	0.06
OXFORD	OXFORD	3	0.48	663.09	0.66
1501	PUBLISHERS PRESSMENS BENEFIT	1	0.16	59.50	0.06
97	TRANSAMERICA	1	0.16	27.79	0.03
NREG	TRICARE NORTH/PGBA	1	0.16	55.57	0.06
8080	UNITED AMERICAN INSURANCE CO	1	0.16	49.02	0.05
740803	United Healthcare	1	0.16	56.88	0.06
30304	United Healthcare	3	0.48	147.06	0.15
740800	UNITED HEALTHCARE	4	0.64	735.06	0.74
30555	United Healthcare	1	0.16	217.26	0.22
981502	United Healthcare	1	0.16	63.43	0.06

Credit Summa

Summary By Payor on Credit - Report Category/Code Description

PMTS BY PAYOR

<u>ID</u>	<u>Description</u>	<u>Credits</u>	<u>QTY %</u>	<u>Amount</u>	<u>Amount %</u>
		122		15028.46	
Totals For All		628		99924.25	
Total Purged	0	Total Amount Purged:			
		Total Amount with Purged:			

Call Summary
SAMPLE MONTHLY CALL SUMMARYDate :
Time : 15:59:12
History ID : 2706863**Group By Primary PayorReport Category/Code Description**

<u>Code ID</u>	<u>Description</u>	<u>Calls</u>	<u>Charges</u>	<u>Credits</u>	<u>Balance</u>
Report Category	COMP/MVA				
1046	Liberty Mutual	1	610.50	0.00	610.50
		<u>1</u>	<u>610.50</u>	<u>0.00</u>	<u>610.50</u>
Report Category	Medicaid				
AMCH	AMERICHoice CAID	1	772.00	0.00	772.00
7117	Horizon NJ Health Medicaid	4	2575.00	0.00	2575.00
CAID	NJ MEDICAID - UNISYS	20	12089.50	3792.00	8297.50
		<u>25</u>	<u>15436.50</u>	<u>3792.00</u>	<u>11644.50</u>
Report Category	Medicare				
11320	AMERICAN HEALTH INC	1	604.50	0.00	604.50
HBM	HORIZON / BC MEDICARE	3	2055.00	0.00	2055.00
CARE	MEDICARE EMPIRE	285	174115.50	37307.29	136808.21
RRCARE	Railroad Medicare*****	7	4386.50	0.00	4386.50
31372	WELLCARE	1	534.50	0.00	534.50
31412	WELLCARE	1	534.50	0.00	534.50
		<u>298</u>	<u>182230.50</u>	<u>37307.29</u>	<u>144923.21</u>
Report Category	SELF PAY				
cc	CHARITY CARE	1	829.00	0.00	829.00
P	PATIENT PAY	6	4272.50	0.00	4272.50
		<u>7</u>	<u>5101.50</u>	<u>0.00</u>	<u>5101.50</u>
Report Category	THIRD PARTY INSURANCE				
14700	ACS/Healthnet	1	781.50	0.00	781.50
AETNA	Aetna Insurance	3	2192.00	0.00	2192.00
1219	BLUE CROSS	1	756.50	0.00	756.50
1609	Blue Cross/Blue Shield-1609	2	1563.00	0.00	1563.00
1301	Blue Cross/Blue Shield-nept BC	3	2079.50	0.00	2079.50
5200	CIGNA	1	677.00	0.00	677.00
820	Horizon Blue Cross/Blue Shield	3	2088.50	0.00	2088.50
OXFORD	OXFORD	3	1949.00	0.00	1949.00
1030	QUALCARE	1	781.50	0.00	781.50
7889	TRICARE	1	743.50	0.00	743.50
740800	UNITED HEALTHCARE	6	3843.50	0.00	3843.50
		<u>25</u>	<u>17455.50</u>	<u>0.00</u>	<u>17455.50</u>
Total for All		<u>356</u>	<u>220834.50</u>	<u>41099.29</u>	<u>179735.21</u>

SAMPLE VOLUNTEER AMBULANCE

OPEN ACCOUNTS RECEIVABLE REPORT

AS OF: 10/08/2008

<u>DATE</u>	<u>CALL #</u>	<u>CHARGES</u>	<u>PAYMENTS</u>	<u>ALLOWANCES</u>	<u>DISCOUNT</u>	<u>WRITE OFF</u>	<u>REFUND</u>	<u>BALANCE</u>
06/12/2008	LD000057A1	230.00	0.00	0.00	0.00	0.00	0.00	230.00
06/12/2008	LD000058A1	632.00	0.00	0.00	0.00	0.00	0.00	632.00
06/13/2008	LD000013A1	680.00	0.00	0.00	0.00	0.00	0.00	680.00
06/13/2008	LD000014A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/13/2008	LD000015A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/13/2008	LD000016A1	616.00	492.00	0.00	0.00	0.00	0.00	124.00
06/13/2008	LD000017A1	600.00	0.00	0.00	0.00	0.00	0.00	600.00
06/13/2008	LD000018A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/13/2008	LD000050A1	608.00	0.00	0.00	0.00	0.00	0.00	608.00
06/13/2008	LD000055A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/13/2008	LD000067A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/14/2008	LD000011A1	608.00	0.00	0.00	0.00	0.00	0.00	608.00
06/14/2008	LD000012A1	656.00	2.00	0.00	0.00	0.00	0.00	654.00
06/15/2008	LD000010A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/15/2008	LD000052A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/15/2008	LD000053A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/15/2008	LD000056A1	640.00	0.00	0.00	0.00	0.00	0.00	640.00
06/15/2008	LD000065A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/15/2008	LD000287A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/16/2008	LD000005A1	624.00	377.70	230.56	0.00	0.00	0.00	15.74
06/16/2008	LD000006A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/16/2008	LD000041A1	648.00	0.00	0.00	0.00	0.00	0.00	648.00
06/16/2008	LD000049A1	632.00	0.00	0.00	0.00	0.00	0.00	632.00
06/22/2008	LD000042A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/24/2008	LD000019A1	616.00	309.61	228.98	0.00	0.00	0.00	77.41
06/24/2008	LD000020A1	648.00	0.00	0.00	0.00	0.00	0.00	648.00
06/24/2008	LD000021A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/24/2008	LD000059A1	656.00	0.00	0.00	0.00	0.00	0.00	656.00
06/25/2008	LD000024A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000025A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000026A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000027A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000028A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/25/2008	LD000029A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000060A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/26/2008	LD000031A1	688.00	0.00	0.00	0.00	0.00	0.00	688.00
06/26/2008	LD000032A1	616.00	309.61	228.98	0.00	0.00	0.00	77.41
06/26/2008	LD000061A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/26/2008	LD000066A1	656.00	0.00	0.00	0.00	0.00	0.00	656.00
06/27/2008	LD000035A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/27/2008	LD000036A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/27/2008	LD000051A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/27/2008	LD000063A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/28/2008	LD000037A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/28/2008	LD000038A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/28/2008	LD000039A1	632.00	0.00	0.00	0.00	0.00	0.00	632.00
06/28/2008	LD000040A1	624.00	377.70	230.56	0.00	0.00	0.00	15.74
06/28/2008	LD000064A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/29/2008	LD000001A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/29/2008	LD000043A1	608.00	0.00	0.00	0.00	0.00	0.00	608.00
06/29/2008	LD000044A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/30/2008	LD000002A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/30/2008	LD000003A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2017-136 : Award of contract for Emergency Medical Services billing)

SAMPLE VOLUNTEER AMBULANCE
OPEN ACCOUNTS RECEIVABLE REPORT

AS OF: 10/08/2008

<u>DATE</u>	<u>CALL #</u>	<u>CHARGES</u>	<u>PAYMENTS</u>	<u>ALLOWANCES</u>	<u>DISCOUNT</u>	<u>WRITE OFF</u>	<u>REFUND</u>	<u>BALANCE</u>
06/30/2008	LD000045A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/30/2008	LD000046A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/30/2008	LD000047A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
<u>TOTALS</u>	56	34,686.00	3,442.37	2,071.88	0.00	0.00	0.00	29,171.75

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2017-136 : Award of contract for Emergency Medical Services billing)

SAMPLE VOLUNTEER AMBULANCE
CLOSED ACCOUNTS RECEIVABLE REPORT

AS OF: 10/08/2008

<u>DATE</u>	<u>CALL #</u>	<u>CHARGES</u>	<u>PAYMENTS</u>	<u>ALLOWANCES</u>	<u>DISCOUNT</u>	<u>WRITE OFF</u>	<u>REFUND</u>	<u>BALANCE</u>
06/10/2008	LD000107A1	616.00	0.00	0.00	0.00	616.00	0.00	0.00
06/14/2008	LD000054A1	632.00	632.00	0.00	0.00	0.00	0.00	0.00
06/15/2008	LD000007A1	624.00	393.44	230.56	0.00	0.00	0.00	0.00
06/15/2008	LD000008A1	616.00	151.89	464.11	0.00	0.00	0.00	0.00
06/15/2008	LD000009A1	624.00	243.44	380.56	0.00	0.00	0.00	0.00
06/16/2008	LD000004A1	624.00	624.00	0.00	0.00	0.00	0.00	0.00
06/16/2008	LD000048A1	616.00	0.00	0.00	0.00	616.00	0.00	0.00
06/24/2008	LD000022A1	624.00	314.75	309.25	0.00	0.00	0.00	0.00
06/24/2008	LD000023A1	688.00	123.13	564.87	0.00	0.00	0.00	0.00
06/25/2008	LD000030A1	624.00	293.44	330.56	0.00	0.00	0.00	0.00
06/25/2008	LD000062A1	616.00	0.00	0.00	0.00	616.00	0.00	0.00
06/27/2008	LD000033A1	616.00	237.02	378.98	0.00	0.00	0.00	0.00
06/27/2008	LD000034A1	624.00	393.44	230.56	0.00	0.00	0.00	0.00
<u>TOTALS</u>	13	8,144.00	3,406.55	2,889.45	0.00	1,848.00	0.00	0.00

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2017-136 : Award of contract for Emergency Medical Services billing)



RESOLUTION NO. 2017-137

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

**RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A
REVOCABLE LICENSE TO PERMIT STREETSCAPE IMPROVEMENTS IN AREAS
OF THE CITY RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT
1107, 1105 & 1101 MAIN STREET (BLOCK 2804, LOT 5.01, F/K/A BLOCK 2804, LOTS
5, 6 & 7, RESPECTIVELY)**

WHEREAS, on January 23, 2017, the Asbury Park Planning Board adopted a Resolution (referenced as the “initial Resolution”) memorializing the approval of an application made by 1105 Main Street, LLC (the “applicant”) for Preliminary and Final Site Plan, Variances and Design Waivers relating to certain proposed development at the properties located at 1107, 1105 & 1101 Main Street, more commonly known and formerly designated as Block 2804, Lots 5, 6 & 7, respectively, and 800 Fourth Avenue, more commonly known and designated as Block 2804, Lot 2 (collectively, the “properties”); and

WHEREAS, Block 2804, Lots 5, 6 & 7 are proposed to be consolidated into one new tax lot which shall be known and designated as Block 2804, Lot 5.01; and

WHEREAS, the properties are located in the Main Street Redevelopment Area, and are intended to be developed as the site of a 10,357-square foot retail store and a mixed use commercial/residential building (also referenced as the “project”); and

WHEREAS, on February 27, 2017, the Asbury Park Planning Board adopted an amended Resolution (referenced as the “amended Resolution”) relating to the project; and

WHEREAS, both the initial Resolution and the amended Resolution require the applicant to install certain streetscape improvements, including new sidewalks, benches, bicycle racks and trash/recycling containers at the properties; and

WHEREAS, the proposed location of the benches, bicycle racks, trash/recycling containers and street trees/shrubs will encroach into the public right-of-way areas in certain respects; and

WHEREAS, the approvals granted in both the initial Resolution and the amended Resolution are subject to the approval of the Mayor and Council of the City for any encroachments proposed into any public right-of-way areas (over which the City has jurisdiction); and

WHEREAS, the applicant has requested that the City allow it to encroach into the public right-of-way areas for the installation and continued presence/maintenance of the benches, bicycle racks, trash/recycling containers and street trees/shrubs; and

WHEREAS, to the extent that the City has jurisdiction over the areas in question, the City is willing to permit the installation and continued presence/maintenance of the benches, bicycle racks, trash/recycling containers and street trees/shrubs within any public right-of-way areas that are under the City's jurisdiction pursuant to the terms and conditions set forth in the attached License Agreement.

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

1. That, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the City hereby grants a revocable license to the applicant for the installation and continued presence/maintenance of certain benches, bicycle racks, trash/recycling containers and street trees/shrubs within any public right-of-way areas that are under the City's jurisdiction, subject to the provisions set forth in the attached License Agreement.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement on behalf of the City.
3. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution and the attached License Agreement.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) 1105 Main Street, LLC
 - (b) Mark A. Steinberg, Esq.
 - (c) Michael Capabianco, City Manager;
 - (d) Michele Alonso, City Planner;
 - (e) Barbara Van Wagner, Zoning Officer; and
 - (f) Frederick C. Raffetto, Esq., Municipal Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-137 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK

**LICENSE AGREEMENT FOR ENCROACHMENT INTO AREAS OF THE PUBLIC
RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 1107, 1105 AND
1101 MAIN STREET (BLOCK 2804, LOT 5.01, f/k/a BLOCK 2804, LOTS 5, 6 & 7,
RESPECTIVELY).**

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2017, by and between 1105 Main Street, LLC, whose mailing address is P.O. Box 737, Asbury Park, NJ 07712 (hereinafter referenced as the "Licensee" or the "applicant"), and the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, NJ 07712 (hereinafter referenced as the "Licensor" or the "City").

WITNESSETH:

WHEREAS, on January 23, 2017, the Asbury Park Planning Board adopted a Resolution (referenced as the "initial Resolution") memorializing the approval of an application made by the applicant for Preliminary and Final Site Plan, Variances and Design Waivers relating to certain proposed development at the properties located at 1107, 1105 & 1101 Main Street, more commonly known and formerly designated as Block 2804, Lots 5, 6 & 7, respectively, and 800 Fourth Avenue, more commonly known and designated as Block 2804, Lot 2 (collectively, the "properties"); and

WHEREAS, Block 2804, Lots 5, 6 & 7 are proposed to be consolidated into one new tax lot which shall be known and designated as Block 2804, Lot 5.01; and

WHEREAS, the properties are located in the Main Street Redevelopment Area, and are intended to be developed as the site of a 10,357-square foot retail store and a mixed use commercial/residential building (also referenced as the "project"); and

WHEREAS, on February 27, 2017, the Asbury Park Planning Board adopted an amended Resolution (referenced as the "amended Resolution") relating to the project; and

WHEREAS, both the initial Resolution and the amended Resolution require the applicant to install certain streetscape improvements, including new sidewalks, benches, bicycle racks and trash/recycling containers at the properties; and

WHEREAS, the specific location of the benches, bicycle racks and trash/recycling containers is shown on a Site Plan prepared by WJH Engineering, dated July 5, 2016, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the proposed location of the benches, bicycle racks, trash/recycling containers and street trees/shrubs, as shown on Exhibit "A", will encroach into the public right-of-way areas in certain respects; and

WHEREAS, the approvals granted in both the initial Resolution and the amended Resolution are subject to the approval of the Mayor and Council of the City for any encroachments proposed into any public right-of-way areas (over which the City has jurisdiction); and

WHEREAS, the applicant has requested that the City allow it to encroach into the public right-of-way areas for the installation and continued presence/maintenance of the benches, bicycle racks, trash/recycling containers and street trees/shrubs as shown on Exhibit "A"; and

WHEREAS, to the extent that the City has jurisdiction over the areas in question, the City is willing to permit the installation and continued presence/maintenance of the benches, bicycle racks, trash/recycling containers and street trees/shrubs within any public right-of-way areas as shown on Exhibit "A", for the nominal sum of One Dollar (\$1.00) and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for other good cause and valuable consideration, the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the City/Licensor hereby grants to the applicant/Licensee the revocable right (also known as the "License") to install and maintain benches, bicycle racks, trash/recycling containers and street trees/shrubs (collectively, the "streetscape improvements") within the public right-of-way areas that are under the City's jurisdiction, as shown on Exhibit "A," for the nominal sum of One Dollar (\$1.00). The applicant/Licensee shall be responsible to repair/replace said streetscape improvements as necessary (i.e., in case of damage, age, etc.), on its own or per the request of the City/Licensor, at the applicant/Licensee's own cost and expense.

2. The within License shall be revocable at the will of City/Licensor, and the applicant/Licensee shall have no recourse whatsoever against the City/Licensor if said privilege is revoked, in whole or in part, at any time and/or for any reason whatsoever during the course of the within Agreement.

3. The applicant/Licensee will exercise the privilege granted herein at the applicant/Licensee's own risk and agrees that it will never claim any damages against the City/Licensor for any injury or damages sustained to any person or property relating to the applicant/Licensee's exercise of the privilege granted herein, regardless of any fault or negligence of the City/Licensor.

4. The applicant/Licensee shall name the City/Licensor as an additional insured on its general liability insurance policy covering the properties. The applicant/Licensee further agrees to indemnify and hold harmless the City/Licensor, as well as all officials, employees and agents of the City/Licensor, against any and all liability for injury or damages sustained to any person or property relating to the applicant/Licensee's exercise of the privilege granted herein, regardless of any fault or negligence of the City/Licensor, and shall be responsible for all expenses, including legal fees, resulting from, arising out of, or in any way connected to the exercise of the privilege granted to the applicant/Licensee, its successors and/or assigns.

5. The applicant/Licensee agrees to consult with the Asbury Park Environmental Shade Tree Commission regarding the proposed tree/shrub and plant species to be planted as part of the streetscape improvements referenced herein.

6. The applicant/Licensee acknowledges that additional approvals may be required from other agencies or authorities for use of any public right-of-way areas shown on Exhibit "A" that are outside of the jurisdiction of the City/Licensor.

7. The applicant/Licensee shall advise the City in writing (sent by certified mail, return receipt requested, to the attention of both the City Clerk and the City Manager) of any proposed transfer of title to the properties at least sixty (60) days prior to the intended closing date.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS:

1105 Main Street, LLC

Print Name: _____

By: _____

Title: _____

ATTEST:

City of Asbury Park

By: Cindy A. Dye
Title: Municipal Clerk

By: Honorable John Moor
Title: Mayor

EXHIBIT “A”

6000.0.00612620.1





RESOLUTION NO. 2017-138

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

**AUTHORIZING THE AWARD TO ZAGSTER TO IMPLEMENT A BIKE SHARING
PROGRAM AT NO COST TO THE CITY**

WHEREAS, the City of Asbury Park received sealed bids on March 28, 2017 to implement a bike sharing program; and

WHEREAS, review of said bids is attached to this Resolution; and

WHEREAS, the Mayor and City Council hereby award the contract to Zagster; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with Zagster to implement a free bike sharing program with the City.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-138 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CERTIFIED BY ME THIS 13th DAY OF April, 2017.

CINDY A. DYE
CITY CLERK



**CITY OF ASBURY PARK
MONTMOUTH COUNTY
NEW JERSEY**

**REQUEST FOR PROPOSALS
OPERATION OF PUBLIC BIKESHARE SYSTEM
WITHIN THE CITY OF ASBURY PARK, NJ**

3/28/2017

Zagster Inc., 25 First Street, Suite 104, Cambridge, MA 02141

Attachment: Zagster response (2017-138 : Award of Bike Sharing Program)

INTRODUCTORY LETTER

Dear City of Asbury Park,

Zagster is pleased to have this opportunity to respond to the bike sharing RFP for the City of Asbury Park. As the nation's leading bike share service provider for small and medium sized cities, Zagster has a proven track record of building, operating, and growing cost-effective bike shares for communities such as Albuquerque, NM, Carmel, IN, Fort Collins, CO, Lakeland FL, College Park, MD, Princeton, NJ, and Fort Wayne, IN, among many others. Alongside municipalities, Zagster is the leader in university, corporate campus, and multifamily property bike shares. In total, Zagster operates more than 150 bike shares across 38 states.

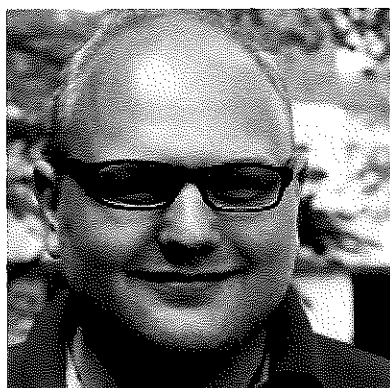
Zagster provides the most comprehensive, turnkey bike share in the industry. Our full-service model covers everything involved in bike sharing, from hardware and software to maintenance and marketing. Through our unique "bike share as a service" model, Zagster is able to deliver scalable, successful programs with transparent operations, predictable costs, and sterling service to cities like Asbury Park, NJ.

The City of Asbury Park is interested in partnering with a single service provider to launch a bike share program by Summer 2017 that serves a diverse population of residents and visitors in Asbury Park. This proposal outlines our service and how we plan to meet your goals as a partner.

Zagster is the nation's fastest-growing bike-share provider for two reasons. First, we provide a complete service, which makes program management easy and affordable. Second, we constantly make iterative improvements to our service and all our bike-sharing technology — the bikes, stations, locks, software, maintenance, operations, and more — and deliver those updates to all our partners at no additional cost. By handling the entire bike-sharing service in-house — rather than sourcing through multiple vendors — Zagster removes inadequacies and delays in implementation, operation, and communication.

Zagster is not only the most affordable and tech-forward provider, but also the most versatile. Our nimble hardware makes expansion and adoption a breeze, while our flexible pricing structure will allow Asbury Park to offer scaled membership options to meet the current needs of residents and visitors. In addition, the City of Asbury Park will be able to apply revenue generated from the system towards lowering the costs of the service for subsequent years.

We are eager to bring you a truly great system and to set a new standard for bike sharing in Asbury Park. We welcome any questions or feedback you have regarding the details included in this proposal.



Sincerely,

Timothy Ericson
CEO & Co-Founder
Zagster, Inc.
tim@zagster.com

Attachment: Zagster response (2017-138 : Award of Bike Sharing Program)

1. PROJECT UNDERSTANDING AND APPROACH

A) INFRASTRUCTURE ELEMENTS

I) ZAGSTER'S NEXT GENERATION BIKE SHARE TECHNOLOGY

In 2017, Zagster has introduced new technology designed to improve the simplicity and security of our bike share systems. Our next-generation locking system retains the on-bike, wireless capabilities of the current locking technology while eliminating the separate U-lock and streamlining the user experience. Additionally, upgrades to the Zagster mobile app will allow better bike location tracking and greatly reduce the chance of user error or abuse.

THE BIKE

The Zagster8, our flagship custom bike, is built for accessibility, comfort and reliability. This bike is over 30% lighter and its easier to handle than any other bike share bike, making it a great solution for a citywide program. The Zagster8 is the bike share bike that members want to actually own. The Zagster8 is custom built for bike sharing on the Fuji Breezer Uptown platform, winner of *Bicycling Magazine's* Editors' Choice for Best Commuter bike for an unprecedented four years in a row. In addition to its light aluminum frame, it has improved rust resistance and 26-inch wheels which are strong, durable and perfectly suited for the stop-and-go nature of constant, shared use. The Zagster8 comes with a low-step frame style and includes puncture-resistant tires, bike-powered automatic front and back lighting, as well as a variety of safety and comfort features that keep riders happy.



NEW DOCKING STATION & ON-BIKE CABLE

Zagster's K1.5 dock features a heavy-duty cable that securely attaches the bike in-between trips. This sleek, proprietary design ensures that users can clearly identify where to return and check out a bike while signage gives simple instructions and provides opportunities for branding. Zagster customizes signage to each program's brand, fostering a sense of place and community and welcoming people to become bike share members and frequent riders.

For quick stops during a ride, a second plug-in cable retracts from the back of the bike (not shown). This allows users to secure the bike to any fixed object. This cable is designed to be compatible with a wide variety of public bike racks.

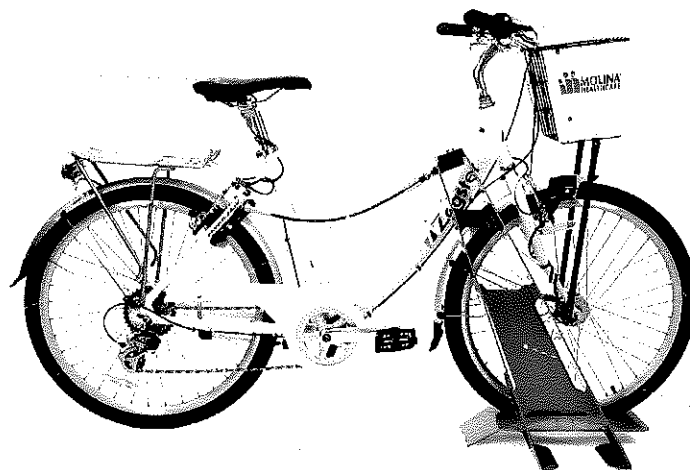
Adjustable seat fits adult riders

Smart keypad control allows for quick checkout

Fenders and chain guard keep riders clean

Mounted ring lock immobilizes bike when not in use

Docking cable securely attaches bike to station



8 gear shifting

Bell

Convenient front basket with prominent branding

Dynamo powered, automatic front & rear lights

Individual docking station

NEW LOCK & ON-BIKE KEYPAD CONTROL

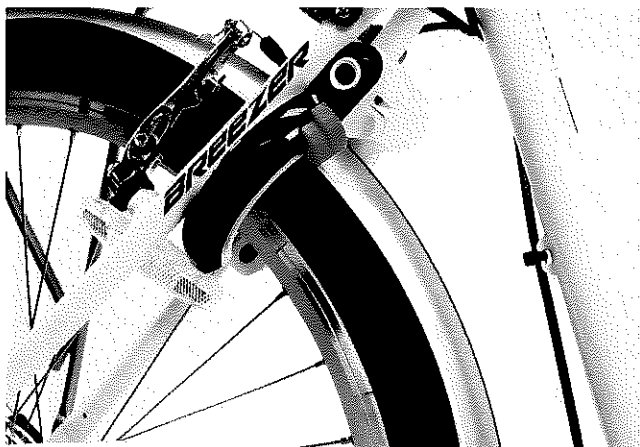
The new lock is built in partnership with AXA, a subsidiary of Allegion, one of the largest lock manufacturers in the world. The on-bike keypad controls the lock and improves upon the functionality of the existing Zagster lock-box. With robust, weather-proof interface and a simplified design, it allows all users to quickly check out and return a bike. Upon return, the keypad does not require users to enter a code to secure the bike, simply touching the lock button activates the locking mechanism.

The self-contained ring lock allows users to unlock the bike using the on-bike keypad control. With no need for a key or assemble lock pieces, this is a rider-friendly experience with little chance for error.

ZAGSTER'S NEW MOBILE APP

Zagster's technology will enable everyone in Asbury Park with an internet connection or a mobile phone to learn about and join the Asbury Park bike share program. Zagster's new mobile app is designed to enrich the user experience while also providing important security features.

The app features dynamic code generation, giving the user a new, unique code every time they unlock the bike. This reduces the chance of system misuse or abuse through writing down or sharing codes to gain untracked or unauthorized access to a bike. The new mobile app also has enhanced location detection, which will now confirm that Zagster users are parked at an authorized station before ending their trips. This will significantly improve bike availability across the system.



ADAPTIVE BIKES

By partnering with industry-leading equipment manufacturers, Zagster is the only bike share company in the industry that provides adaptive bikes as part of its programs today. Adaptive bikes, which are modified to suit the needs of an individual rider, help to make one of the healthiest and environmentally friendly modes of transport accessible to riders of all abilities.

Common variations of adaptive bikes include:

- **SIDE-BY-SIDE TANDEM**s are built to allow two people to bike together, and offer a great option for pairs of riders with different cycling abilities or limitations. Tandems usually have a pair of seats set side by side, along with two sets of pedals and two independent transmissions.
- **CARGO BIKES** allow riders to conveniently carry extra large loads on the back of the bike.
- **STANDARD TRIKES** feature three wheels, which makes it easier for the rider to balance. Trikes can also be fitted with footplates to assist with pedaling, and can be upright or recumbent.
- **HAND-CYCLES**, which are often used by people with limited or no lower-body movement, feature handles instead of pedals that are used to steer as well as propel the bike forward. Hand-cycles typically have three or four wheels.



II) ASBURY PARK SYSTEM SCOPE

In Asbury Park, NJ, bike share is expected to be most successful in the more densely populated central business district and at the waterfront. The City has identified locations for bike share stations in a Phase 1 launch. Following the initial Phase 1, additional bike share stations may be installed in two to three more phases, depending on funding, demand, and success of the initial launch locations. Locations for additional stations will be based on demand, ridership, and community input.

In order to provide adequate bike parking, Zagster recommends installing at least 1.7-2.5 times as many racks as there are bikes. The specific number of racks at each station will be determined based on further demand analysis for each station location and space available. System phasing is broken into manageable sizes to allow for quick implementation and large enough to address the potential ridership demand for the proposed areas.

A Zagster docking station can be placed on any hard, flat surface that is either property owned by the City of Asbury Park (preferred) or private property with a sponsorship or MOU agreement in place with that property owner.

B) OPERATIONS

I) SYSTEM FUNCTIONALITY FROM USER PERSPECTIVE

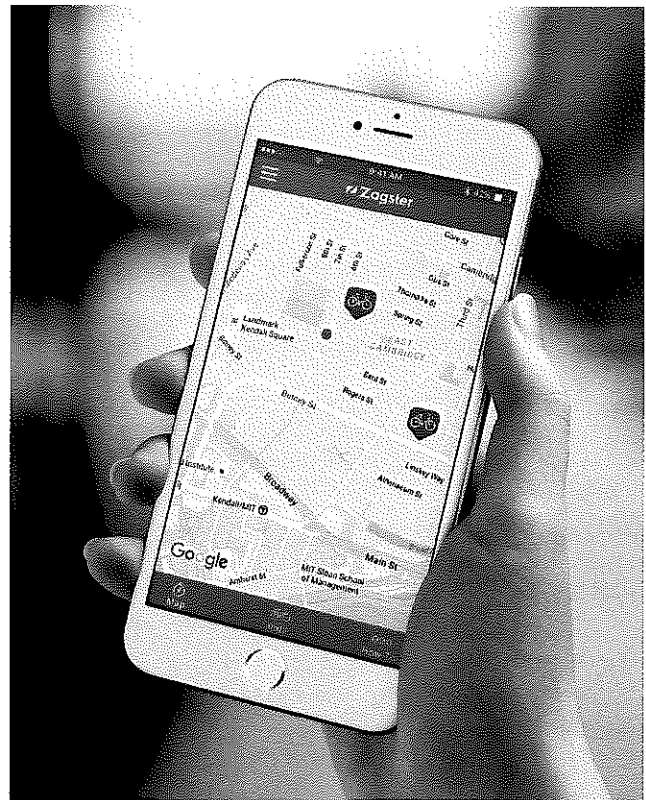
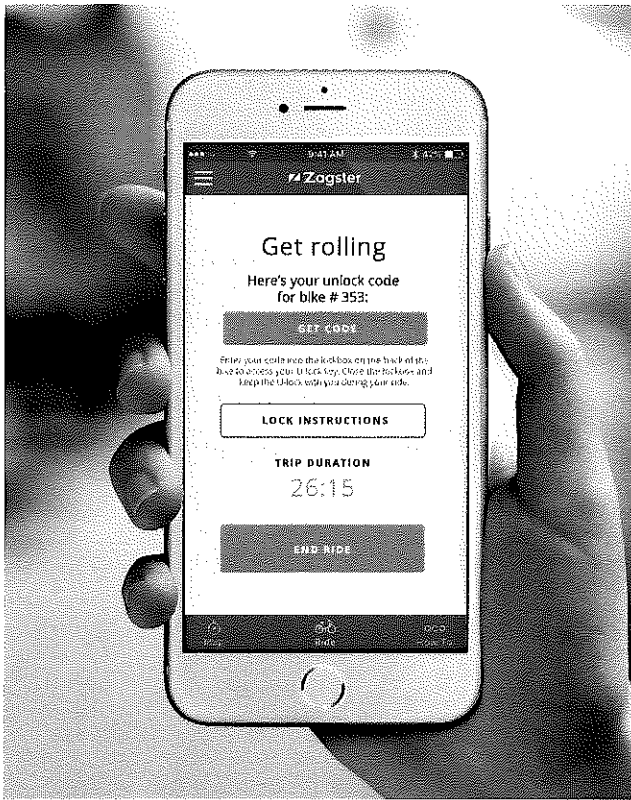
Zagster will create a website for the Asbury Park Bike Share program, which will feature a list of sponsors of the program, includes a map of station locations, instructions for becoming a member, pricing details, instructions for how to check out a bike, an overview of the bike itself, and a series of FAQ.

To join Asbury Park's bike share, users will go to this website or will simply download the Zagster mobile app, choose the Asbury Park program, and add their name, e-mail, phone number, and credit card information, before electronically signing a waiver. For users without smart phones, they will text the number displayed at the bike share station and will receive a return text with a unique code used for unlocking the bike from the dock.

The process for riding a bike with a smart phone are as simple as these 3 steps:

- 1. BORROW** - Enter the bike's number into the app and tap START RIDE. You'll get a unique code to enter into the keypad and the lock will automatically disengage.
- 2. RIDE** - Obey traffic laws, wear a helmet and be safe! You can use the app to lock up along the way if you want to make a short stop.
- 3. RETURN** - When you are ready to end your trip, bring the bike back to any Zagster station. Press the lock button on the keypad and attach the docking cable to the ring lock. To finish, tap END RIDE in the app.

One of the unique features of the Zagster service is the ability for members to securely lock up the bike at a non-Zagster station during their trip. This broadens bike usage, allowing members to stop at locations that do not have a Zagster station, and giving the program instant flexibility. Riders will receive 24/7 support from Zagster, and can contact customer support through the Zagster mobile app, mobile web, by text message or phone call to the Zagster call center for immediate multilingual support.



Attachment: Zagster response (2017-138 : Award of Bike Sharing Program)

II) BUSINESS MODEL

Zagster's business model is unique. With other systems you are required to weave together different technologies and operators, and buy bikes that restrict your ability to upgrade over time. Companies that simply develop hardware and software have proven to have much longer upgrade cycles and are much more prone to bankruptcy, which puts their customers' ability to take advantage of new bike share technology at risk. That option is costly upfront, and there is no guarantee that your bikes or systems will be able to integrate with all of the new technologies emerging in the bike share industry. The coolest smart-bike today will be a dinosaur in five years. If you don't believe us, imagine using the smartphone in your pocket until the year 2020.

With Zagster, the system works from day one, and over time, the advancements Zagster make are advancements your system makes. Every six to nine months, Zagster makes major innovations to the product and service. Zagster is always thinking of new ways to thrill its partners and members and meet the ever changing needs of the marketplace, and that's why with Zagster, Asbury Park will always have the best technology and a partner in its success.

Because Zagster is continuously innovating and upgrading its service and technology, the following features may evolve over time; however, in general, Zagster's offering spans five categories: funding, planning, technology, operations, and promotion. Instead of outsourcing various components of the service to other vendors, Zagster's service is turnkey, allowing for more seamless implementation and growth.

MEMBERSHIP OPTIONS AND RATE STRUCTURE

Based on our experience operating bike share programs in cities similar to Asbury Park, NJ, we suggest the following membership structure:

Pay Per Use	\$3
48 Hour Membership	\$8
Annual Membership	\$45

Zagster will work with the City of Asbury Park to create the most optimal pricing structure to encourage high ridership and a steady revenue stream to support and expand the system. Regardless of which plan a member chooses, Zagster recommends the following rider structure for all bike usage:

First 2 hours of usage	Free
Each additional 60 minutes of usage	\$3
Per Trip / Day Maximum	\$30

Zagster is the only company across the industry that has the infrastructural capability to deliver on a quickly scaling bike share system, funded by local sponsors, and not dependent on city funds and rider revenue.

Revenue generated from the recommended rider fees are estimated to be 25% of the total overall cost spent on the system. These projections are based on similar Zagster systems in small cities, with similar rider fee setups. Zagster will handle all revenue collection from riders signing up for each membership option in the Asbury Park Bike Share, and each quarter, will return these revenues less a 7% processing charge to each sponsor of the program.

Zagster has a proven history of developing self-sustaining systems through collaborative sponsorships. Our large and growing program in Albuquerque, N.M., boasts a network of more than two dozen local sponsors. Zagster will work with the City of Asbury Park to customize a sponsorship package that meets present and future demand and that, in conjunction with rider membership fees, fully subsidizes the ongoing operations of the program.

It is important to note that other bike share vendors will promise a self-sufficient bike share system to the City of Asbury Park, but the reality is that Zagster is the only company that is able to deliver on this.

The Asbury Park Bike Share is expected to be most successful in the more densely populated central business district and at the waterfront. The City has identified locations for bike share stations in a Phase 1 launch. Following the initial Phase 1, additional bike share stations may be installed in two to three more phases, depending on funding, demand, and

success of the initial launch locations. Locations for additional stations will be based on demand, ridership, and community input.

In order to provide adequate bike parking, Zagster recommends installing at least 1.7-2.5 times as many racks as there are bikes. The specific number of racks at each station will be determined based on further demand analysis for each station location and space available. System phasing is broken into manageable sizes to allow for quick implementation and large enough to address the potential ridership demand for the proposed areas.

The Station Phasing Map, shown below, provides suggested locations for additional bike share stations to be implemented following the initial Phase 1 launch in Asbury Park. An additional phases and their respective suggested station locations have been identified in areas where demand may be. Station densities will be higher in the central business district and waterfront and become less dense as the system expands into other areas of the city. As the program grows, it may encompass areas in surrounding communities along the boardwalk for connectivity from destinations in Asbury Park.

Phase 1: 4 stations, 30 bikes, 60 racks

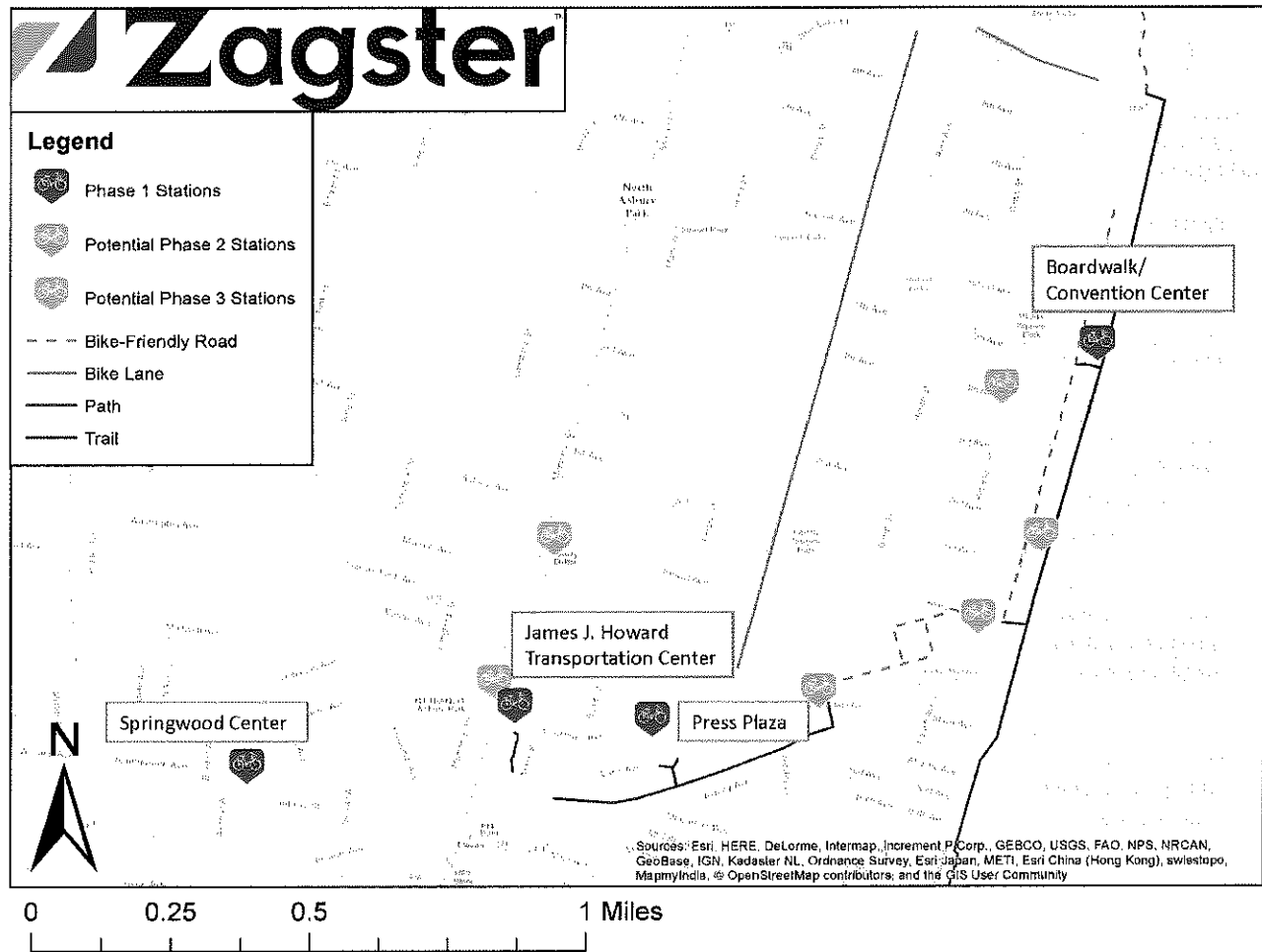
- James J. Howard Transportation Center
- Press Plaza
- Asbury Park Boardwalk and Convention Center
- Springwood Center

Potential Phase 2: 2-4 stations, 20-40 bikes, 40-80 additional racks

- Asbury Park Station
- Asbury Park Brewery
- The Stone Pony

Potential Phase 3: 2-4 stations, 20-40 bikes, 40-80 additional racks

- Asbury Lanes
- Asbury Park Casino
- Lake Avenue



III) ZAGSTER'S OPERATIONS, LOCAL MECHANICS AND DBES

All ongoing bike and station operations and maintenance will be the responsibility of Zagster and Zagster will bear the cost, from wiping clean the bike handlebars and seats to all major hardware and software repairs. All operations and maintenance related to the bike share program is included in the cost of the Zagster service. Zagster services all bikes on a routine basis to make sure that the program is operating effectively and safely.

The Zagster Certified Mechanic (ZCM) program hires local bike maintenance professionals. Applicants are required to have at least two years of professional bike maintenance experience to be considered. Zagster holds multiple interviews and conducts knowledge tests and background checks on qualified applicants. Zagster provides selected ZCM's with training on its leading internal mobile app maintenance technology.

Zagster will continue to hire for these green jobs locally as the program scales over time and if the City of Asbury Park has any suggestions or recommendations for specific disadvantaged business enterprises, Zagster would be open to working with them, if appropriate. We will also potentially work with DBE certified staffing agencies to staff the system for bike mechanics and rebalancers, as needed. We will contact local bicycle shops in Asbury Park and work with bicycle advocacy groups and organizations to develop a partnership for local hiring/subcontracting and will set up a bike donation arrangement with non-profit organizations like the YMCA, as we have done in several other communities.

IV) BIKE REPAIR, REPLACEMENT, AND REBALANCING

From the home office in Cambridge, MA, Zagster dispatches ZCMs to your bikes and locations on a 24/7 basis. To ensure conformance to Zagster standards, ZCMs are in constant contact with the Home Office using internal mobile applications. In addition to providing a Zagster Certified Mechanic to the Asbury Park Bike Share, Zagster offers these core services as well:

- Proactive, comprehensive 30-point maintenance checks for every bike, every two weeks
- Immediate remote disablement of bikes flagged for maintenance.
- Full service for bikes that can be repaired on site
- Removal and off-site repair of damaged bikes
- Free replacement parts (including labor)
- Replacement bikes every three years

On a periodic basis, Zagster mechanics will perform a visual inspection of all bikes to check for disabled or improperly docked bicycles. Zagster personnel will immediately remedy minor issues as is practicable. Bicycles that cannot be serviced immediately will be taken out of circulation for further repairs.

During the planning stages, Zagster attempts to design programs that minimize the need for rebalancing while maximizing bike availability. As part of this process, Zagster provides two parking spaces for each sponsored bike. But occasionally, certain stations end up full or empty. On an ongoing basis, Zagster's mechanics will use location data generated by the mobile app technology to reset stations to their optimal bike counts using vans, trailers, sleds, or people-power, in an effort to make the bikes available to as many potential riders as possible. If a more efficient way to position stations is determined over time, Zagster may advise moving, reallocating or adding additional bike parking.

Zagster will strive to keep all stations well balanced and make adjustments to the rebalancing schedule based on the first few months of usage. We would then use rider, mechanic, and bike data to give us insight into the optimal way to ensure bike availability across the system.

Zagster replaces all bikes in its fleet after three years. These bikes are then donated to a local or national non-profit in need. There is no additional cost to the City of Asbury Park when the new bikes are deployed. Zagster's technology will enable everyone in Rochester with an internet connection or a mobile phone to learn about and join the Rochester bike share program. Zagster's new mobile app is designed to enrich the user experience while also providing important security features.

V) ACCESSIBILITY

Zagster recognizes how important it is for people of all socioeconomic backgrounds to have easy access to bikes. As a technology-driven solution, Zagster supports mobile applications and text messaging for bike access, which supports anyone with a cell phone, and a credit or debit card. While this supports the vast majority of bike share customers, Zagster understands it does not support all.

Zagster provides free programs in a few communities around the country, such as Stark County, OH, and Jackson County, OR. In these programs, Zagster is open to people without cell phones and the unbanked. Providing free access to bike sharing programs presents unique challenges, but overall there is a great opportunity for the City of Asbury Park to open up the program in a similar way. Zagster will seek partnerships with public organizations and banks in order to underwrite station locations in lower socioeconomic neighborhoods, enabling eligible riders to gain access to Zagster bikes in person without having to provide credit card information. Zagster's technology allows the City and its partners to see real-time bike availability and start a trip for a rider. Riders will receive a text message with the bike access information, giving the rider access to a specific available bike. Zagster is committed to working with the City of Asbury Park on a fair and economically viable solution.

Zagster is able to provide access to bike share for all Asbury Park residents and visitors, including ones with physical disabilities. Zagster launched the first ADA compliant bike share program with Ohio State in 2015, and can offer trikes, side-by-side, hand cycle, and cargo bicycles.

VI) SOFTWARE AND DATA OPTIONS

The app features dynamic code generation, giving the user a new, unique code every time they unlock the bike. This reduces the chance of system misuse or abuse through writing down or sharing codes to gain untracked or unauthorized access to a bike. The new mobile app also has enhanced location detection, which will now confirm that Zagster users are parked at an authorized station before ending their trips. This will significantly improve bike availability across the system.

More information on software and data provided is covered below in Section F: Data and Performance Tracking.



VII) HELMETS

Zagster riders must be 18 years or older. Zagster strongly recommends that riders wear helmets while riding. Zagster riders can buy Bern helmets at a significant discount through bernunlimited.com/shop/bike.html by entering a Zagster coupon code at checkout that provides a major discount and ships directly to the member's home address. Or, a Zagster's sponsor in Asbury Park can become a helmet distribution partner and can immediately provide helmets to members directly. For these sponsor partners, Zagster has major bulk-purchase discounts which can be found at zagster.com/helmetorder.

VIII) LONG-TERM MAINTENANCE REQUIREMENTS

Zagster's operations team includes multiple Zipcar veterans and a total of over 100 years of fleet operations experience. Many of the same strategies that were implemented at Zipcar to build world class car sharing services have been adopted by the Zagster team to build world class bike sharing, maintenance, and fleet operations services that are in use at Zagster's 160+ bike sharing systems.

Users can flag a bike for maintenance through the mobile app, by text message, or through phone support. Bikes may also be automatically flagged for maintenance if there is unusual bike rental activity, such as consecutive "short trips" wherein a bike is checked out and checked back in within a five-minute period, as short trips like these indicate that the user decided not to ride the bike due to a maintenance issue that was not flagged by a previous user.

All ongoing bike and station operations and maintenance, from wiping clean the bike handlebars and seats or cleaning the station solar panel, to regularly planned pings from our server to the station software, as well as all major hardware and software repairs, will be the responsibility of Zagster and Zagster will bear the cost.

IX) CUSTOMER SERVICE SUPPORT

Zagster provides 24x7 rider phone and email support to every rider on every system. This comprehensive customer service program includes:

- 24x7 phone and email support
- Empowered staff who are trained to handle 95% of calls without escalation
- A partnership with a third-party translation service
- Automated tools that provide support staff with instant data about the member, including identity and contact information, bike share membership information and trip history
- Elasticity to support unlimited system members

Customer complaints are handled by Zagster rider support staff and a breakdown of issue types are provided to the City to assist in the process of continued improvement.

Zagster's third-party call center partner is located in Massachusetts and has 350 employees who are trained to support all of Zagster's systems, and scales according to demand, which can be seasonal in each system. Zagster can provide quarterly support inquiry data as a proxy for estimated customer service employment. In addition, Zagster provides rider services coordinators in Zagster's home office to resolve second tier escalations. Due to Zagster's strong training protocols and robust internal customer recognition technology, customer support staff currently handle 96% of member inquiries without the need for escalation.

Zagster customer service personnel respond to voice, text, and email requests for assistance. Zagster uses Zendesk, the leading customer service software and support ticket system, for its data system. For examples of reports, please visit the Zendesk website at Zendesk.com. Zagster's call center uses state-of-the-art contact center software, five9. For examples of reports, please visit the five9 website at five9.com.

Zagster's call center automatically disables bikes on-street when contacted by a user with a report of a bike issue. Bikes are not placed back into service until a Zagster Certified Mechanic inspects and readies the bike, and puts it back into service using Zagster's proprietary fleet mechanic mobile application. Zagster carefully monitors the causes of customer service inquiries and tracks the most common types, in order to continuously improve Zagster's products and services.

X) RIDER INSURANCE

All Zagster riders will accept a rider waiver agreement before they are able to use the Asbury Park bike share program. A copy of this rider waiver agreement can be shared with City officials as needed. This rider waiver agreement is universal

across all Zagster programs in North America. There is not an insurance option that Zagster offers riders of the bike share.

C) POTENTIAL EXPANSION AND PHASING

In Asbury Park, NJ, bike share is expected to be most successful in the more densely populated central business district and at the waterfront. The City has identified locations for bike share stations in a Phase 1 launch. Following the initial Phase 1, additional bike share stations may be installed in two to three more phases, depending on funding, demand, and success of the initial launch locations. Locations for additional stations will be based on demand, ridership, and community input.

In order to provide adequate bike parking, Zagster recommends installing at least 1.7-2.5 times as many racks as there are bikes. The specific number of racks at each station will be determined based on further demand analysis for each station location and space available. System phasing is broken into manageable sizes to allow for quick implementation and large enough to address the potential ridership demand for the proposed areas.

More details of the phased expansion plan and future build-out is previously discussed under Section B, II) Zagster's business plan and phased expansion plan

D) PARTNERSHIPS & SPONSORSHIPS

Zagster provides the most comprehensive marketing support in the bike share industry. Zagster has collaborated with cities, universities, real estate developers, and businesses to create strong sustainable programs. Sponsorship development is a core strength at Zagster. Throughout their career, the Zagster team has secured multimillion dollar global sponsorships with leading brands including U.S. transit authorities, over 400 universities, 30 municipalities, Google, IKEA, Verizon Wireless, and Ford Motor Company (\$40MM+ sponsorship with Zipcar).

In 2015, Princeton, NJ, Zagster launched a program that started with 10 bikes at a single university transit center, and over the past year has expanded the program to 105 bikes in partnership with the University, and local sponsors. Princeton municipality will now be expanding the program by an additional 40 bikes with its own financial contribution and other businesses and organizations have been lining up to be a part of the bike share system. This collaborative sponsorship model is one that could easily be demonstrated in Asbury Park as well.

Zagster offers a sponsorship package that includes mentions in the press and social media; logo rights for the program's website; logos emblazoned on each sponsored bike and station; and logos positioned within the mobile app. As with other programs, Zagster will collaborate with the City to engage potential sponsors in Asbury Park directly and will provide ongoing resources to help the City of Asbury Park promote the program.

Zagster has seen success in partnering with regional health care providers, B2C businesses - banks, beverage companies, grocery stores, restaurants, hotels, and large local employers and we are confident of being able to similarly scale bike share in Asbury Park while requiring minimal additional investment from the city.

E. POTENTIAL CHALLENGES

In some states it may be for snow, in others, hurricanes, tornados or tropical storms. Due to weather or other factors in Asbury Park, there may be times when we recommend the removal of all bikes off the ground to secure storage. In order to respond quickly to changes in weather, we ask our partners to provide access to secure storage facilities so that we can move all bikes out of danger in a timely fashion. Our protocol is to alert the partner to determine severity of weather, and if removal is the recommended course of action, we put our emergency weather plan into place. Zagster will then facilitate the transportation of bikes and communication to members. We will then work with the partner to determine an appropriate time to put the bikes back into service. In addition, if you anticipate this being necessary in your city, we recommend installing stations that are anchored ("fixed") to the ground.

Nationally there have been challenges in the bike share industry in spreading bike share usage to a more diverse



population. In Asbury Park, equity in bike share is an issue that Zagster plans to address with low-income memberships and promotions for residents without a cell phone or debit/credit card, and placement of stations in neighborhoods that are not currently very accessible by transit. Zagster plans to develop an equitable community driven program for New Haven that is designed to increase public transportation and accessibility.

F. DATA AND PERFORMANCE TRACKING

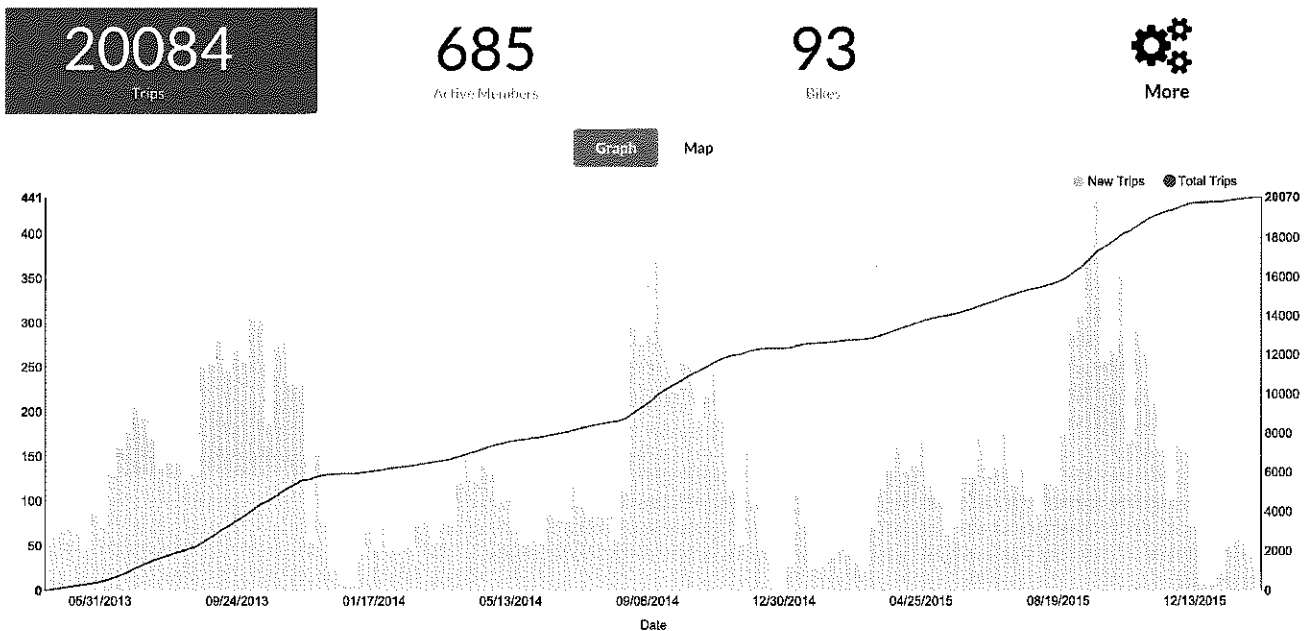
Zagster uses two main sources of data to track bike share activity: trip data collected when members start and end trips, and the location of bikes during trips. Any time a member starts or ends a trip, Zagster records the trip information, such as the member name, membership plan, bike number and start and end time. Then, Zagster tracks the site of bikes in real time using its mobile app and geofence technology. Zagster shares its data with customers for usage, planning and safety purposes.

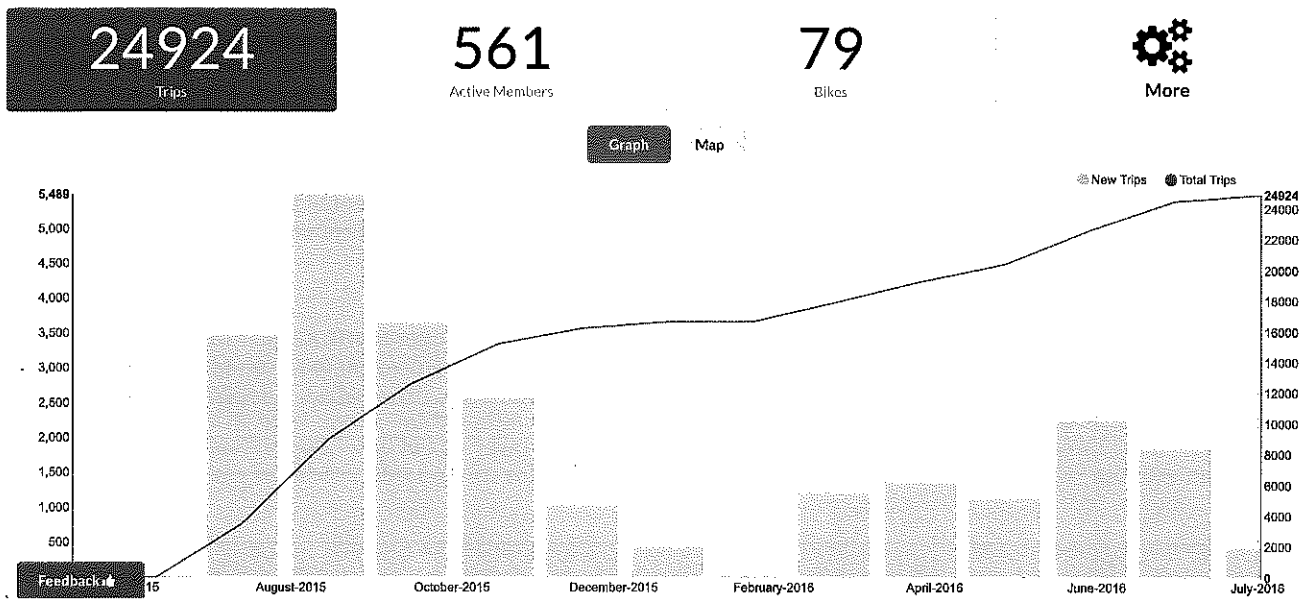
Zagster shares its data with customers for usage, planning and safety purposes via a web-based dashboard portal. This data is updated in real time and allows for critical insight into the performance of the bike share. Zagster uses two main sources of data to track bike share activity: trip data collected when members start and end trips, and the location of bikes during trips. Any time a member starts or ends a trip, Zagster records the trip information, such as the member name, membership plan, bike number and start and end time. Then, Zagster tracks the site of bikes in real time using its mobile app and geofence technology.

Based on decades of experience in the transportation sharing economy, Zagster has built dashboards that clearly display the important data needed to evaluate the success of the program.

Reports include member reporting (new and total memberships by plan), trip reporting (number of trips, trip length, and distance), location reporting (trip type, heat mapping, and direction requests), issue reporting (call center inquiries or incidents), and financial reporting (membership and usage revenue).

Below are examples of dashboards that the City of Asbury Park, New Jersey and its partners will be able to view at any time.





QUARTERLY REPORTS

Additional reporting will be prepared by the dedicated CSM (Customer Success Manager) working with the City of Asbury Park and will be shared with the City on a quarterly basis. The CSM will compile the system data in an easily digestible format and review the reporting details with the customer during each quarterly review call.

The goal of the quarterly review is to use the data provided to highlight system strengths, identify system opportunities, and present recommendations to further improve upon the success of the system. A summary of the data provided during the quarterly review calls can be found in the table below:

DATA TYPE	DESCRIPTION
MEMBERSHIP	- Reach: Membership as a % of total targeted segment - Total number of Users during reporting period - Number of new Users enrolled during reporting period by membership type
UTILIZATION	- Rentals per station, rentals per bike - Rentals by time period (time of day, week/weekend, month, quarter, etc) - Duration of rides
ADOPTION	- Conversion: First Rides as a % of total members - Adoption: Repeat ridership
RIDER SUPPORT	% of tickets per rental - Ticket volume by issue category and by ticket channel - Ticket satisfaction rating - Rider NPS Scores - Voice of the Rider feedback
FLEET	- Maintenance frequency - Repairs / replacement within quarter
FINANCIAL	Rider Revenue

H) SPECIFIC NEEDS OF ASBURY PARK

Zagster's service is a leasing model, providing the City of Asbury Park with the necessary hardware, software, real time data applications, proactive and ongoing maintenance, 24/7 rider support, replacement services, customized marketing campaigns and general liability coverage required to offer a successful citywide bike share program. It takes serious resources to manage, maintain and market a citywide bike share program. Cities who purchase hardware and manage it themselves also suffer from stale hardware, while Zagster's service model allows continuous upgrades. The needs from the City of Asbury Park are not focused on operations and maintenance, but simply administrator of the program, and resources are available for planning, approvals, sponsorship outreach, and marketing channel support leading up to the launch of a program. The ongoing needs are minimal and include bi-monthly or quarterly reporting meetings with Zagster's Customer Success Manager.

I) SUSTAINABILITY PLAN

Rebalancing vans are the largest single ongoing emissions source in bike sharing operations. Zagster operates a distributed maintenance network of primarily bicycle-based field mechanics. Depending on the eventual size of the program, Zagster will also employ large cargo bikes and bike trailers to carry equipment, which will increase rebalancing performance, especially during rush hour periods, and reduce emissions. Although we aim to keep all bicycles in operation for a full three-year service life, eventually all Zagster bikes are taken out of duty. Zagster has a national partnership with the YMCA to refurbish and donate retired fleet bicycles for use by underprivileged youth across the country.

The Zagster fleet operations team uses environmentally friendly products wherever possible, including biodegradable bike lubricants, degreasers, and washes. Zagster uses no hazardous chemicals in the course of bicycle fleet operations.

If mutually desirable, Zagster can provide year-round bike share operations. Our ability to leave stations in place through the winter can eliminate the substantial impact from vehicles required for annual station installation and removal. During winter operations, if applicable, Zagster will employ eco-friendly magnesium chloride ice melt and sand to keep stations safe and accessible.

The Zagster corporate office provides single stream recycling through a local services provider. Our goal is to divert 75% of all waste output away from landfill. Zagster uses reusable dishware, cups, mugs, and utensils in our office kitchen. Climate control is automatically managed by Nest thermostats to optimize energy use throughout the year. The office is lit by a combination of efficient fluorescent and LED fixtures attached to motion detector switches, so lights automatically shut off when a room is empty. Zagster encourages its employees to commute sustainably. Over 85% of Zagster employees walk, ride a bike or take public transportation as part of their daily commute.

As a rapidly-growing organization, Zagster is dedicated to the Triple Bottom Line framework and is a three-star GIRS rated corporation for our strength in responsible governance, fair treatment of workers and positive impacts on both our human community and the ecological environment. Additional assessment details are available upon request.

G) MARKETING AND BRANDING PLAN

Zagster will provide complete bike share marketing services to engage and excite the Asbury Park community about bike share. Our in-house marketing team includes designers, copywriters and digital marketing experts that partner with each Zagster customer to help plan the launch event as well as promote bike share on an on-going basis. Proven marketing strategies include:

PRESS SUPPORT

Zagster will employ its public relations partner and internal communications resources to get media attention before, during and after launch. Zagster has made national headlines in magazines such as Forbes, Fortune, Wall Street Journal, and USA Today. For public bike share launches, our programs typically make large area newspapers and all local television networks. Zagster will make the most of the press opportunity at the program launch and for subsequent expansions.

EVENT MARKETING

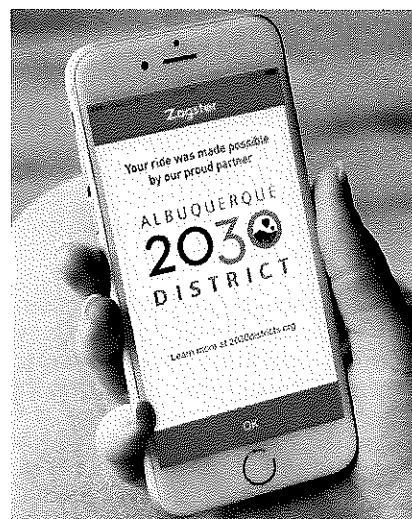
Zagster is there. For public program launches like in Asbury Park, Zagster attends the launch event ribbon-cutting ceremony and sets up shop to educate people on the program, pass out swag, and offer program promotions.

LOCATION MARKETING

Location signage identifies your stations to members, provides information on how to join for non-members and presents instructions for taking trips. At 12" x 48", it includes plenty of space to promote the program and prominently feature your sponsor's logos.

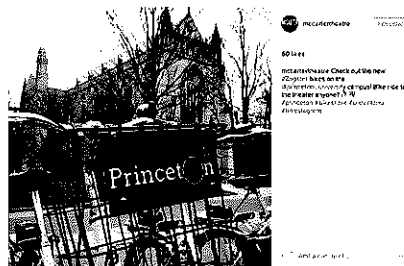
CO-BRANDED BIKE BASKETS/BIKES

Co-branded bike baskets are printed on weatherproof aluminum, mounted on the front of the bike basket and measure 8" x 4.38". Baskets can be used to locally market the program and drive awareness to support a local sponsor.



EMAIL AND SOCIAL MEDIA MARKETING

Zagster regularly communicates with members and potential members via email and social outlets. Example email and social efforts include: membership benefits, announcements regarding new bikes and locations and member surveys. Zagster promotes your program on social networks like Instagram and Facebook, so you don't have to (although let's face it, you'll want to).



2. QUALIFICATIONS AND EXPERIENCE

OUR EXPERIENCE

Founded in 2007, Zagster provides industry-leading, full-service bike sharing solutions to cities, universities, corporate campuses, and multifamily properties across the U.S. and Canada. Zagster's team has the experience, passion and member-first philosophy to create an excellent bike share system for the City of Asbury Park, New Jersey. When you select Zagster, you are selecting a team that combines passion with expertise to make biking the most loved form of transportation in your city.

Zagster's team includes multiple sharing economy veterans, many from Zipcar. These include VP of Operations, Dan Sewell, who developed Zipcar's operational business model. Many of the same strategies that were implemented at Zipcar to build world class car sharing services have been adopted by the Zagster team to build world class bike sharing, maintenance, and fleet operations services that are in use at Zagster's 150+ bike sharing systems.

In the last 2 years, Zagster has launched the majority of all bike share programs in the U.S. and Canada. As of March 2017, there are more than 60 full-time Zagster employees dedicated to technology development, implementation and operations and over 120 mechanics in the field maintaining our bike share programs. Zagster's history of implementing and managing bike share programs is the most successful and most predictable in the industry.

ZAGSTER SERVICE OVERVIEW

With decades of combined transportation sharing experience, Zagster takes a highly consultative approach to bike share planning and design to deliver a complete and comprehensive service. Zagster systems include hardware (connected bikes and stations), software (custom web and mobile apps), and 24/7 maintenance and operations, all wrapped into a low-cost, low-risk model. We call it "bike sharing as a service."

Zagster's business model is unique. With other providers you are required to weave together different technologies and operators, and buy bikes that restrict your ability to upgrade over time. Companies that simply develop hardware and software have proven to have much longer upgrade cycles and are much more prone to bankruptcy, which puts their customers' ability to take advantage of new bike share technology at risk.

That option is costly upfront and there is no guarantee that the bikes or systems will be able to integrate or improve as new technologies emerge in the bike share industry. The most-advanced smart-bike today will be a dinosaur in 3-5 years. With Zagster, your bike sharing system works from day one, and over time, the advancements Zagster make are integrated into your system. Every six to nine months, Zagster releases major innovations to the product and service. We are always thinking of new ways to thrill our partners and riders to meet the ever changing needs of the marketplace, and that's why with Zagster, Asbury Park will always have the best technology and a partner in its success.

Because Zagster is continuously innovating and upgrading its service and technology, the following features may evolve over time; however, in general, Zagster's offering spans five categories: funding, planning, technology, operations, and promotion. Instead of outsourcing various components of the service to other vendors, Zagster's service is turnkey, allowing for more seamless implementation and growth.

ZAGSTER SERVICE LEVEL MATRIX

Funding	Planning	Technology	Operations	Promotion
Sponsorship Development	System Design	Bikes	Maintenance	Website
Local Business Coordination	Installation	Locking Technology	Repairs	Communications
Multi-Community Integration	Launch	Stations	Replacements	Press Relations
		Mobile Applications	24x7 Support	Advertising

Cloud Data

Liability Coverage

PRINCETON, NJ

- Name: Princeton Bike Share
- Launched November 2015
- Total Bikes: 105
- Program website: zagster.com/princeton
- Program Background: The Princeton bike share started out as a small pilot program of 10 bikes and has expanded multiple times in the past year and a half with a very healthy ridership. The program is widely used by Princeton students, faculty, staff, residents of the town, and office workers in the Princeton area.
- Client Contact: Kim Jackson, Director of Transportation, Princeton University, kimj@princeton.edu, 609-258-7855
- Program Sponsors Include: Princeton University, Princeton Forrestal Center, The Institute of Advanced Study, and Princeton Shopping Center
- Membership Plan Options: \$20/year annual membership, 2 hours are free for each ride, \$2/hour for each next hour

ALBUQUERQUE, NM

- Name: Bici Bike Share
- Launched May 2015
- Total Bikes: 75
- Program website: zagster.com/abq
- Program Background: The ABQ Bike Share is organized by a non-profit in partnership with the regional council of governments and the city. The program is funded by grants from PNM, ABQ's largest energy company, local private sponsors, the Mayor and City Council. The program launched with 25 bikes, has since expanded to 75, and is continuing to grow. The region recently secured a large grant for expansion into greater Albuquerque and Santa Fe.
- Client Contact: Valerie Hermanson, Transportation Planner (Mid-Region Council of Governments)
 - vhermanson@mrcog-nm.gov, 505.724.3611
- Program Sponsors Include: PNM, Historic District Improvement Company, BikeABQ, FatPipe ABQ, SilverMoon Lodge, Albuquerque 2030 District, Albuquerque Convention Center and National Hispanic Cultural Centre, Artichoke Cafe, Maddox & Co. Realtors, Molina Healthcare, TAL Realty.
- Membership Plan Options:
 - All plans have first 1.5 hours free and a \$30 per ride cap
 - 24-hour Pass \$3, \$3 per hour
 - Monthly Pass \$15, \$3 per hour
 - Annual Membership \$25, \$3 per hour

FORT COLLINS, CO

- Name: Fort Collins Bike Share
- Launched April 2016
- Total Bikes: 72
- Program website: zagster.com/fortcollins
- Program background: The Fort Collins Bike Share launched in April 2016 in partnership with the City of Fort Collins, several local sponsors, and FC Bikes, converting their existing bike library to an automated bike share program with Zagster.
- Client Contact: Amy Lewin, Senior Transportation Planner, City of Fort Collins, CO.
 - alewin@fcgov.com, 970.416.2040
- Program Sponsors Include: City of Fort Collins, FC Bikes, Kaiser Permanente, New Belgium Brewing Company, Odell Brewing Company, Associates in Family Medicine, UC Health, Colorado State University.
- Membership Plan Options:
 - All plans have first 0.5 hours free and a \$18 per ride cap
 - 24-hour Pass \$7, \$2 per hour
 - Weekly Pass \$15, \$2 per hour
 - Annual Membership \$60, \$2 per hour

CARMEL, INDIANA

- Name: Carmel Bike Share
- Launched July 2015

- Total Bikes: 90
- Program website: zagster.com/carmel
- Program background: Zagster was selected by the City of Carmel, Indiana, to run its public bike share system in the Spring of 2015. The system has grown to 90 bikes in the region this year. This is the first public bike sharing system to include accessible bicycles (adult trikes).
- Client Contact: City of Carmel, David Littlejohn, Alternative Transportation Coordinator,
 - dlittlejohn@carmel.in.gov, 317.571.2306
- Program Sponsors Include: City of Carmel, Hamilton County, Carmel-Clay Parks & Recreation, Allegion, Clay Terrace, Market District
- Membership plan
 - Hourly Pass \$3 per, cap of \$24 per ride
 - Monthly Pass \$15, 1 hour free per ride, \$3 thereafter, cap of \$24 per ride
 - Annual Membership \$75, 1 hour free per ride, \$3 thereafter, cap of \$24 per ride

ROME, NEW YORK

- Name: Rome Bike Share
- Launched July 2016
- Total Bikes: 18
- Program website: zagster.com/rome
- Program background: Zagster and a non-profit organization named Positively Rome, closely connected to the City of Rome, NY, entered into an agreement that would launch 3 stations initially along Rome's newly paved Mohawk River Trail and Erie Canal Trail, helping to draw more visitors to Rome and build more active lifestyles in Rome.
- Client Contact: Jake DiBari, Positively Rome, Executive Director, jacob.dibari@gmail.com, 315-271-7090
- Program Sponsors: The Outdoor Foundation, The Community Foundation, and The National Park Service
- Membership Plan: Day Pass - \$1/hour, Annual Membership - \$20/year, 1 hour free, \$3/hour for each next hour
-

KEY LESSONS FROM BIKE SHARE DEVELOPMENT & IMPLEMENTATION

1. System Development
 - *System Layout:* Ensuring that the station locations, number of racks, and number of available bikes meet the needs of a particular location is dependent on a number of factors including but not limited to; population density, elevation gain, traffic flow, and frequented destinations. It is crucial for Zagster's Transportation Planning Department to take the time during the planning phase to learn these details about the city to design the system layout for optimal convenience and ultimately attract and keep riders in the system.
 - *Membership Plans:* Designing and implementing effective membership plan options depend on a number of key factors. Understanding the Customer's goals of the system, types of potential rides (commuters, students, tourists, etc.), and seasonal trends are key inputs to designing an attractive membership plan for potential riders. Our Customer Success team has seen a variety of membership plan options and the impact each has had on membership rates and usage. From these experiences, we have the information needed to support new and existing customers with establishing a plan that meets the needs of the City and their riders.
 - *Marketing Strategy & Execution:* Well defined marketing plans and a systematic implementation those marketing plans will increase and accelerate membership adoption and usage rates for the bike share. Because Zagster supports 20 city bike shares across the country with their marketing, we have learned and understand best practices for municipal systems. In conjunction with the Zagster Field Marketing Support team, our partners and their sponsors can have confidence in the design and implementation of a proven marketing strategy.
2. Implementation
 - Because continuous improvement is ingrained in our culture, Zagster holds internal debrief meetings following system launches to identify areas of opportunity to improve upon our processes. Some learnings that have come out of these debrief meetings include:
 - A formalized knowledge transfer and Customer hand off process from our Sales Consultants to the Delivery Team allows the delivery team to meet and exceed expectations that were set with our customers during the sales process.
 - Detailed and easy to understand site surveys allow Zagster installers to accurately install all stations for the new system.
 - Effective and timely Customer onboarding through education of the system, tools, and resources available

provides our Customers the information they need to successfully support the system.

3. PROJECT KEY PERSONNEL

1. Northeast Region Sales Consultant - David Reed
 - Main point of contact on proposal, responsible for coordination and communication across Zagster for Rochester project. Will lead and manage the sponsorship team soliciting, securing, and executing sponsorship agreements. Fully authorized to enter Zagster into agreement with the City of Asbury Park, New Jersey.
2. Transportation Planner - Shannon Brown
 - Responsible for providing planning assistance for the size, scope and station placement for the Asbury Park Bike Share, using GIS software, and will be available for site surveying visits.
3. Customer Success Manager - Max Widmer
 - Main point of contact, post-launch of the system. Responsible for communicating and coordinating ongoing customer expectations across multiple Zagster departments. Also responsible for ongoing customized reporting and data analytics, helping to provide insights for future adjustments and expansions of the bike share system.
4. Director of Operations - Elana Boehm
 - Oversees all operational components of Zagster's service, including managing fleet coordinators and hiring local mechanics and rebalancers to service and maintain the Asbury Park bike share.
5. Project Manager - Jack Fader
 - Key team member leading up to the initial launch and any ongoing launches. Responsible for communicating and coordinating with Supply Chain Manager and Warehouse Manager, plus gathering important deliverables from the City of Asbury Park and various sponsors, leading up to each launch event.
6. Field Marketing Manager - Katie Ackerman
 - Responsible for overseeing all rider communications and marketing efforts leading up to a launch event and for ongoing marketing support and communications to the Asbury Park community.

Outside of the local mechanics and rebalancers, all key project team members are full-time Zagster employees working from Zagster's headquarters in Cambridge, MA. As previously mentioned, Zagster will plan to with local businesses to source staff to maintain and sustain the day to day work required on the ground, to provide the best possible rider experience and best possible bike share for the Asbury Park community.

4. ORGANIZATION CHART/PROPOSED PROJECT TEAM

Role	Name	Email
CEO and Co-Founder	Timothy Ericson	tim@zagster.com
Vice President of Sales	Ted Bronstein	ted@zagster.com
*Northeast Region Sales Consultant	David Reed	dreed@zagster.com
*Transportation Planner	Shannon Brown	sbrown@zagster.com
East Coast Sales Director	Dave Paulsen	dpaulsen@zagster.com

Role	Name	Email
*Customer Success Manager	Max Widmer	mwidmer@zagster.com
*Director of Operations	Elana Boehm	eboehm@zagster.com
*Project Manager	Jack Fader	jfader@zagster.com
Supply Chain Manager	Keith Cardoza	kcardoza@zagster.com
Fleet Operations Coordinator	Dan Orme	dorme@zagster.com
*Field Marketing Manager	Katie Ackerman	katie@zagster.com
Communications Manager	Jon Terbush	jterbush@zagster.com
Public Relations	John Williams	jwilliams@scovillepr.com

5. IMPLEMENTATION SCHEDULE

Based on Zagster's extensive experience of launching over 30 city bike share programs, we propose the following tentative timeline for implementation to ensure the program launches in late Summer 2017. Each item in the sequence of events is dependent upon the previous item being completed, so this timeline may change depending on the City of Asbury Park and Zagster's agreement to move forward with each step in the process.

Event	Date
Zagster Selected as Bike Share Vendor	April 2017
Zagster-Asbury Park Planning & Sponsor Meetings	April-May 2017
Service Agreement Legal Review	May 2017
Signed Order Form and Agreement	May 2017
Final Sponsor Commitments for Initial Stations at Launch	June 2017
Kickoff Call with Customer Success, Marketing and Launch teams	June 2017

System Design, Site Survey and Planning	June 2017 - July 2017
Marketing, Branding, Launch Planning	June 2017 - July 2017
Bikes & Stations Shipped from Philadelphia, PA	August 2017
Bikes & Stations Installed	August 2017
Asbury Park Bike Share Launch Event & Ribbon Cutting	August 2017

There is a great deal of back-end operational work that Zagster will be handling as the bike share system is planned and implemented. Included in the marketing realm will be the creation of print and digital marketing materials to raise awareness of the program, coordination with local news outlets to position the program in a very positive light in the community, creation of the Asbury Park Bike Share website and mobile application, and the creation of ridership promotions to boost membership for the first week of the program. Included in the operational realm will be our dedicated Fleet Coordinator, responsible for sourcing, hiring, and training the local mechanics and rebalancers, our Supply Chain Manager coordinating with our warehouse and the City of Asbury Park to plan for a smooth delivery of bikes, stations, and additional materials, and our Director of Operations ensuring quality assurance for the launch of the program.

6. AVAILABILITY

Zagster is fully prepared to begin working on planning and launching the Asbury Park Bike Share as outlined in the potential implementation schedule. Zagster's Asbury Park Project Team is available for an in-person interview on Monday, April 10, Thursday, April 13, Wednesday, April 19, and Thursday, April 20.

7. INSURANCE

Zagster holds industry-standard insurance coverage that includes:

- \$2,000,000 General Aggregate
- \$2,000,000 Umbrella Coverage
- \$1,000,000 Each Occurrence
- \$2,000,000 Product Liability
- \$1,000,000 Personal/Advertising Injury Limit
- \$1,000,000 Employer's liability coverage
- The City of Asbury Park and its affiliates named as Additional Insured

A Certificate of Insurance is included later in this proposal. To date, Zagster has not had any claims or lawsuits filed against the company, or no known cases of serious injuries.

This proposal is confidential and proprietarily prepared for the City of Asbury Park, New Jersey. For any questions and to discuss this proposal in more depth, you can contact me at anytime via phone or email.

DAVID REED

Regional Sales Consultant - Northeast
dreed@zagster.com | 617-714-9848

CITY OF ASBURY PARK
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ASBURY PARK, NJ 07712

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

MICHAEL CAPABIANCO, CITY MANAGER

To: Mayor and City Council

From: Michael Capabianco, City Manager/Temporary Purchasing Agent 

Copy: Michael Manzella, Transportation Manager
Fred Raffetto, City Attorney
Cindy Dye, City Clerk

Date: April 10, 2017

Re: Review of Bike Share RFP

As per N.J.S.A 40A:11-4.5(d) Competitive contracting proposal solicitation (from the Local Public Contracts Law; LPCL) the governing body and public must be notified forty-eight (48) hours of the review of responses prior to award of a contract. As per the LPCL this memo shall include the following:

The report shall rank vendors in order of evaluation, shall recommend the selection of a vendor or vendors, as appropriate, for a contract, shall be clear in the reasons why the vendor or vendors have been selected among others considered, and shall detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract.

The City has received two (2) bids for the Bike Share RFP. Zagster's response was complete; the response from P3GM was deemed incomplete and not reviewed. The RFP included "shall" language in regards to required insurance and the P3GM response on page 12 indicated that they did not possess the mandatory insurance.

To meet the requirements of the LPCL, the response shall be included and referenced in the contract. Below summarizes the technical aspect of the response:

Attachment: Bike share letter (2017-138 : Award of Bike Sharing Program)

			Zagster	P3GM
50 %	Project Approach		Cambridge, MA	New York, NY
		Revenue share	returned to sponsors minus 7% processing	Disqualified
		Bike hardware	good	Did not include required
		Station hardware	light	insurance information
		Locking mechanism	good	
		Scope of system	very good	
		User functionality	good	
		Business model	NA	
		User fees	lowest	
		Expansion	110 bike system by year 2	
		Operating costs	None	
		Work with local groups	Extends options to them	
		Maintenance	30-point check every 2 weeks, new bikes every 3 years at no cost, old bikes donated, free parts and labor	
		Rebalancing Plan	will rebalance if needed, most time by cycling	
		Equity	will underwrite low-income; will further develop plan	
		ADA	provides accessible bikes	
		App	good, not sure if it shows how many bikes	
		Helmets	bulk discounts	
		Customer service	24/7 call center in MA	
		Insurance	none provided, waiver	
		Sponsorships	logos on bike and station, we engage sponsors	
		Challenges	weather - we need to provide shelter for the bikes	
		Data	Great data and reporting	
		Branding/marketing	Staff to help, present at kickoff	
		Sustainability	good	

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40 %	Vendor Capability			
		Years in business	10	
		Similar projects	70-100 bikes, NJ	
		Performance data	pretty good	
5%	Assigned Personnel		Better	
5%	Schedule		Summer 2017	
		Other Items		
		Bike Unit Cost	\$1,800	
		Station Cost	\$0	
		Proposed membership costs	\$45 (annual), \$3 (per ride), \$8 (48-hour)	
		Free ride time	2 hours	
		Proposed Phase I	4 stations, 40 bikes	



**Asbury Park, New Jersey
ORDINANCE NO. 2017-16**

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

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

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

Senior Housing Inspector	1 st Year \$53,938	2 nd Year \$56,799	3 rd Year \$59,660	4 th Year \$62,521	5 th Year \$65,382
	6 th Year \$68,243	7 th Year \$71,104	8 th Year \$73,965	Maximum \$76,826	

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-16 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-17**

ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT PROPERTY LOCATED AT 302 THIRD AVENUE, IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the City of Asbury Park (the "City") has been requested to create a an additional handicapped parking space adjacent to property located at 302 Third Ave, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 76 feet West of the Southwest corner of Third Avenue and Bergh Street and extend 20 feet West. Space should be 20 feet on center and located on the South side of Third Ave; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

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

1. There is hereby established an additional restricted parking space adjacent to the property located at 302 Third Ave, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 76 feet West of the Southwest corner of Third Avenue and Bergh Street and extend 20 feet West. Space should be 20 feet on center and located on the South side of Third Ave, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Third Avenue	South	302 Third Ave, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 76 feet West of the Southwest corner of Third Avenue and Bergh Street and extend 20 feet West. Space should be 20 feet on center and located on the South side of Third Ave

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. 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 that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-17 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-18**

**ORDINANCE AMENDING CITY OF ASBURY PARK'S LAND DEVELOPMENT
REGULATIONS, CHAPTER XXX, SPECIFICALLY AMENDING ACCESSORY USES
FOR THE LI ZONE AND PROHIBITING COMMERCIAL DRIVE-THRUS IN THE B-2
ZONE**

WHEREAS, pursuant to the New Jersey Municipal Land Use Law, Specifically at N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Governing Body must refer any proposed development regulations or any potential revision or amendments to an existing development regulation to the municipal Planning Board for review and comment; and

WHEREAS, it is desired that Chapter XXX (Zoning) be amended to permit as an accessory uses for the LI zone outdoor sun protection structures for outdoor tables for restaurants with limited indoor seating; and

WHEREAS, it is desired to also amend Chapter XXX to prohibit commercial drive-thrus in the B-2 zone; and

WHEREAS, pursuant to N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Governing Body wishes to refer these requests to the planning board for review and comment prior to second reading of an ordinance to enact proposed amendments highlighted in red attached to Exhibits A and B; and

WHEREAS, pursuant to N.J.S.A 40:55D-26a, the Planning Board shall have thirty-five (35) days to prepare and transmit to the Governing Body a report concerning he proposed amendments, including the Board's recommendations and any other matters as the Board deems appropriate; and

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

1. That the recitals hereto are hereby incorporated herein as if set forth at length.
2. Chapter XXX of the Asbury Park Ordinance (Zoning) is hereby amended to include the addition of the following language highlighted in red in Exhibits A and B.
3. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that

portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

4. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
5. That after First Reading, this ordinance shall be forwarded to the municipal planning board who shall have thirty-five (35) days to prepare and transmit to the Governing Body a report concerning the proposed amendments, including the Board's recommendations and any other matters as the Board deems appropriate
6. That this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-18 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK

Amendments are in **red**.

EXIBIT A

30-75.1 Accessory Structures in All Zones.

Accessory structures not attached to a principal structure may be erected in a side or rear yard in accordance with the following regulations:

- a. No accessory structures shall be located in the required side yard.
- b. In the R1, R1A and R2 Zones, accessory structures may be erected in the rear yard not closer than five (5) feet to the side lot line and three (3) feet to the rear lot line. Accessory structures over fifteen (15) feet in height shall be set back from side and rear lot lines a distance equal to one-half (1/2) the height of the structure.
- c. Except where otherwise specifically permitted by this chapter, accessory structures in multifamily and nonresidential zones shall meet the setback requirements of the principal building.
- d. No portion of any accessory structure shall be used for living quarters for people.
- e. When an accessory structure is attached to the principal building it shall be considered as a part of the principal building and it shall comply in all respects with the requirements of this chapter applicable to the principal structure.
- f. Accessory structures shall be included in meeting the maximum building coverage requirements in Schedule 1.
- g. In the R3 Zone and in all nonresidential zones, the distance accessory structures shall be located from any principal structure shall be determined as part of site plan review.

h. For restaurants in the LI zone with less than two interior tables for patrons, exterior tables are permitted as well as seasonal (no more than six (6) months) sun protection, provided that the sun protection is canvas or canvas like material and does not have advertising or branding.

Exhibit B

30-71.4 (B2) - Main Street Retail Sales and Service.

a. *Permitted Uses:*

1. Retail sales and services permitted in subsection 30-71.3.
2. Business and professional offices, banks, and fiduciary institutions.
3. Automobile rental establishments, excluding properties with frontage on Main Street.
4. Appliance rental establishments.
5. Laundromats.
6. Restaurants.
7. Take-out restaurants.
8. Bars.
9. Upper store residences, subject to subsection 30-73.11.

b. *Prohibited Uses:*

1. Nursing homes.
2. Licensed health care facilities.
3. Soup kitchens and food pantries.
4. Houses of worship and places of assembly.
5. Social clubs.
6. Retail sales and service establishments providing goods and repair services for vehicles.
7. Used car sales.
8. Motor vehicle repair garages.
9. Motor vehicle body repair garages.

10. Drive-Thrus

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

PHONE: (732) 775 - 2100
FAX: (732) 775 - 0441



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

MICHAEL CAPABIANCO, CITY MANAGER

MEMO

To: City Council

CC: Michael Capabianco, City Manager
Frederick Rafetto, City Attorney

From: Michele Alonso, PP, AICP, Director of Planning and Redevelopment

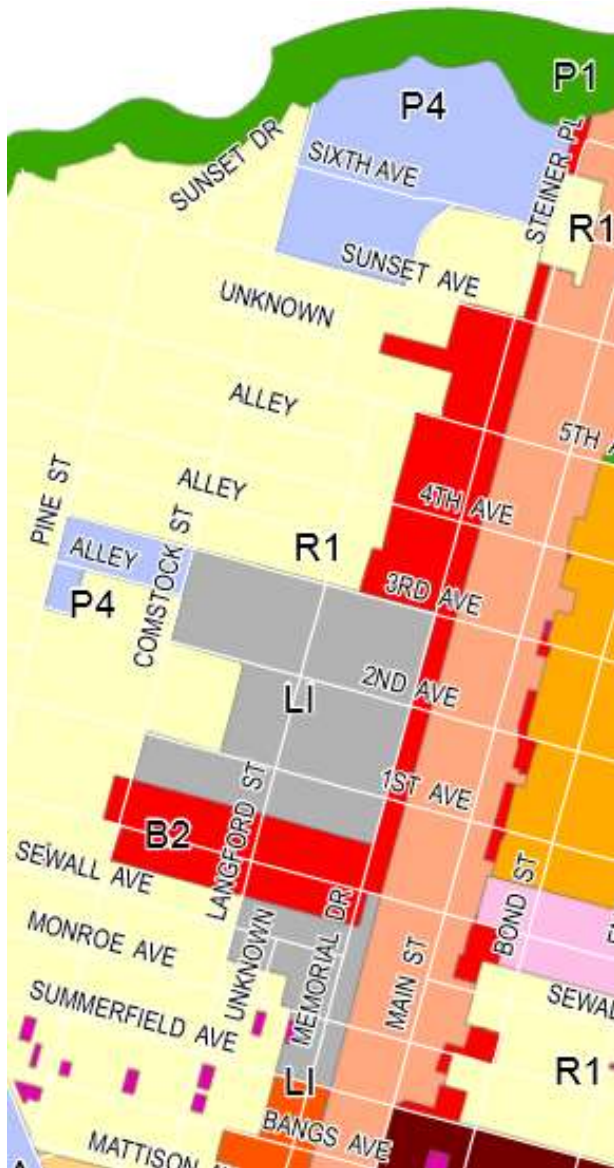
Date: April 4, 2017

Re: Amendments to Chapter XXX, Zoning Ordinance

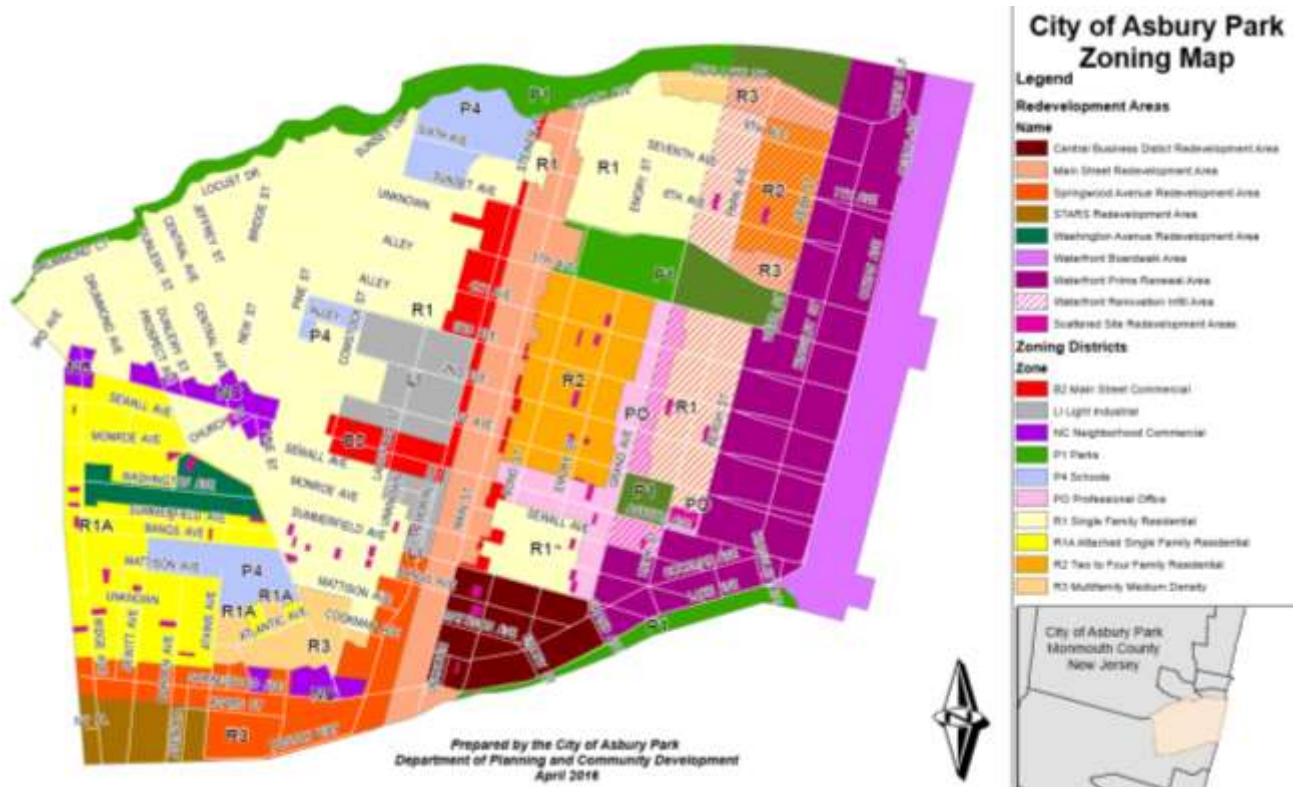
I am proposing two amendments to the Municipal Zoning Ordinance to the LI and the B-2 zone. Exhibit A would permit sun enclosures to restaurants in the L1 (Industrial) zone. Exhibit B is to prohibit drive-thrus in the B-2 Zone.

Exhibit A: There is currently a restaurant in the L1 District that was originally developed as a drive-thru. Since then, the drive thru has been closed and the current restaurant strives to be a sit down restaurant. However, the interior seating is limited to one table and one counter. Most patrons sit outside, weather permitting. The owner wishes to provide a more substantial shade enclosure than an umbrella for patrons. This amendment to 30-75.1 Accessory Structures in All Zones would permit such only for businesses with limited seating. This change would meet the 2006 Master Plan Land Use objective of continuing to improve City wide commercial districts as centers of shopping and services.

Exhibit B: The B-2 which covers parts of Memorial Drive, Asbury Avenue and a few lots off of Main Street has been interpreted to permit drive-thrus as part of retail. This amendment clarifies that retail/service/restaurant drive-thrus are not permitted by adding them to the prohibited list. Drive-thrus are already prohibited in the CBD, Main Street (except for North Area) and Springwood Avenue Redevelopment Plan Areas. The B-2 on Asbury Avenue is a commercial gateway to Main Street. It is a logical aesthetic and economic development decision to have Asbury Avenue be more neighborhood commercial oriented than car dependent. The 2006 Master Plan recommends prohibiting drive-thrus in the B-2.



B-2 and LI zone locations.



Full Zoning Map

Amendments are in **red**.

EXHIBIT A

30-75.1 Accessory Structures in All Zones.

Accessory structures not attached to a principal structure may be erected in a side or rear yard in accordance with the following regulations:

- No accessory structures shall be located in the required side yard.
- In the R1, R1A and R2 Zones, accessory structures may be erected in the rear yard not closer than five (5) feet to the side lot line and three (3) feet to the rear lot line. Accessory structures over fifteen (15) feet in height shall be set back from side and rear lot lines a distance equal to one-half (1/2) the height of the structure.
- Except where otherwise specifically permitted by this chapter, accessory structures in multifamily and nonresidential zones shall meet the setback requirements of the principal building.

d. No portion of any accessory structure shall be used for living quarters for people.

e. When an accessory structure is attached to the principal building it shall be considered as a part of the principal building and it shall comply in all respects with the requirements of this chapter applicable to the principal structure.

f. Accessory structures shall be included in meeting the maximum building coverage requirements in Schedule 1.

g. In the R3 Zone and in all nonresidential zones, the distance accessory structures shall be located from any principal structure shall be determined as part of site plan review.

h. For restaurants in the LI zone with less than two interior tables for patrons, exterior tables are permitted as well as seasonal (no more than six (6) months) sun protection, provided that the sun protection is canvas or canvas like material and does not have advertising or branding.

Exhibit B

30-71.4 (B2) - Main Street Retail Sales and Service.

a. Permitted Uses:

1. Retail sales and services permitted in subsection 30-71.3.
2. Business and professional offices, banks, and fiduciary institutions.
3. Automobile rental establishments, excluding properties with frontage on Main Street.
4. Appliance rental establishments.
5. Laundromats.
6. Restaurants.
7. Take-out restaurants.
8. Bars.
9. Upper store residences, subject to subsection 30-73.11.

b. Prohibited Uses:

1. Nursing homes.
2. Licensed health care facilities.
3. Soup kitchens and food pantries.
4. Houses of worship and places of assembly.
5. Social clubs.
6. Retail sales and service establishments providing goods and repair services for vehicles.
7. Used car sales.
8. Motor vehicle repair garages.
9. Motor vehicle body repair garages.

10. Drive-Thrus



**Asbury Park, New Jersey
ORDINANCE NO. 2017-19**

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER II “FORM OF GOVERNMENT” SECTION 2-1.4 “NON-DISCRIMINATION POLICY” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter II “Form of Government” Section 2-1.4 “Non-discrimination policy” of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

**CHAPTER II
NON-DISCRIMINATION POLICY**

2-1.4 Non-discrimination policy

This section shall now read as:

In all instances of hiring, appointing and or other assignation of duties and positions, the City of Asbury Park and its representatives shall not discriminate on the basis of gender, sexual orientation, gender identity, race, color, national or ethnic origin.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-19 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-20**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO
THE PROPERTIES LOCATED AT 1105 MEMORIAL DRIVE, 1109 MEMORIAL
DRIVE AND 900 FOURTH AVENUE (BLOCK 302, LOT 7.01, F/K/A BLOCK 302, LOTS
8, 7 AND PART OF 6, RESPECTIVELY)**

WHEREAS, on February 28, 2017, the Asbury Park Zoning Board of Adjustment adopted a Resolution memorializing the approval of an application made by 1105 Memorial Drive, LLC, for Use and Bulk Variances, Design Waivers, and Preliminary and Final Site Plan Approval and Subdivision Approval relating to certain development (referenced as the “development project”) of the properties located at 1105 Memorial Drive, 1109 Memorial Drive and 900 Fourth Avenue, more commonly known and designated as Block 302, Lots 8, 7 & 6, respectively; and

WHEREAS, Block 302, Lots 8, 7 & part of 6 are proposed to be consolidated into one new tax lot which shall be known and designated as Block 302, Lot 7.01 (the “property”); and

WHEREAS, the property is located in the B-2 Zoning District, and is intended to be used by Habitat for Humanity; and

WHEREAS, the above-referenced Resolution of approval contained a condition that any encroachments into any public right-of-way areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City of Asbury Park (the “City”); and

WHEREAS, the development project includes the construction of a platform/landing area and handicap ramp which are proposed to encroach into the public right-of-way areas by approximately 395.76 square feet; and

WHEREAS, the encroachments are described in more detail in a legal description prepared by Peter P. Bennett III, PLS, of WJH Engineering, dated April 7, 2017, a copy of which is attached hereto as Exhibit “A,”; and

WHEREAS, the encroachments are depicted in more detail on a map entitled, “Site Plan and Minor Subdivision Dimension Plan of Lots 6, 7 and 8 in Block 302, in the City of Asbury Park, Monmouth County, New Jersey,” dated December 2, 2016, and last revised February 16, 2017, as prepared by WJH Engineering, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the future developer of the project (1105-1109 Memorial Drive, LLC) has requested that the City allow it to develop the property with the encroachments referenced above, and as described and depicted in the attached Exhibits; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The within proposed encroachments into the public right-of-way shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The encroachments are needed in order to provide for a platform/landing area adjacent to the entrance to the new building to be constructed as part of the development, as well as for the applicant to be compliant with ADA regulations concerning handicap access; and
- (3) The area of the proposed encroachments is de minimus; and
- (4) The combined area of the proposed encroachments is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the Mayor and Council are willing to permit the construction of the platform/landing area and handicap ramp which are proposed to encroach into any public right-of-way areas that are under the City's jurisdiction, as referenced above, and as described and depicted in the attached Exhibits, for the nominal consideration of One Dollar (\$1.00), with the condition that the easement area shall only be used for the platform/landing and ramp and for no other purpose and that the easement area may not be fenced or otherwise enclosed, and pursuant to the other terms and conditions set forth herein; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement, in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the Mayor and City Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, *et seq.*, and specifically N.J.S.A. 40A:12-13(b)(5), hereby authorizes the conveyance of an easement to the applicant, for the nominal consideration of One Dollar (\$1.00), over certain portions of the public right-of-way areas that are adjacent to the property, as more particularly described in the legal description attached hereto as Exhibit "A" and as depicted on Exhibit "B," in order to allow for the construction of a platform/landing area and handicap ramp as part of the development project, with the condition that the easement area shall only be used for the platform/landing and ramp and for no other purpose and that the easement area may not be fenced or otherwise enclosed, and pursuant to the other terms and conditions set forth herein.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, any and all documents that are necessary in order to effectuate the granting of this easement, which documents shall be in a form satisfactory to the City Attorney.
3. That, following proper execution and notarization of the necessary easement documents, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
6. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-20 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK

2.I.1.5.a



Attachment:

Packet Pg. 274

EXHIBIT "A"



**DESCRIPTION OF EASEMENT FOR
PROPOSED HANDICAP RAMP AND PORCH
BLOCK 302 LOT 7.01**

All that a certain lot and or lots, tract or parcel of land situate, lying and being in the City of Asbury Park, County of Monmouth, State of New Jersey and being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of Memorial Drive (73' wide), Said point being South 25 degrees 30 minutes 00 seconds West, a distance of 226.08' (feet) from the intersection of the Southerly right-of-way line of Fourth Avenue (100' wide) with the Westerly right-of-way line of Memorial Drive and running: thence

- 1) North 25 degrees 30 minutes 00 seconds East, along the westerly right-of-way line of Memorial Drive, a distance of 22.00' (feet), to a point and easement corner, thence;
- 2) South 64 degrees 30 minutes 00 seconds East, a distance of 2.25' (feet) to a point and easement corner, thence;
- 3) North 25 degrees 30 minutes 00 seconds East, a distance of 46.08' (feet) to a point and easement corner, thence;
- 4) South 64 degrees 30 minutes 00 seconds East, a distance of 5.00' (feet) to a point and easement corner, thence;
- 5) South 25 degrees 30 minutes 00 seconds West, a distance of 59.56' (feet) to a point and easement corner, thence;
- 6) South 64 degrees 30 minutes 00 seconds East, a distance of 1.00' (feet) to a point and easement corner, thence;
- 7) South 25 degrees 30 minutes 00 seconds West, a distance of 6.00' (feet) to a point and easement corner, thence;

- 8) North 64 degrees 30 minutes 00 seconds West, a distance of 1.00' (feet) to a point and easement corner, thence;
- 9) South 25 degrees 30 minutes 00 seconds West, a distance of 2.50' (feet) to a point and easement corner, thence;
- 10) North 64 degrees 30 minutes 00 seconds West, a distance of 7.25' (feet), to the point and place of BEGINNING.

Being known and designated as a proposed easement for handicap ramp on Lot 7.01 in Block 302 as shown on the official tax map of the City of Asbury Park.

Aforementioned is prepared in accordance with a map entitled, "Site Plan and Minor Subdivision Dimension Plan of Lots 6,7 and 8 in Block 302, in the City of Asbury Park, Monmouth County, New Jersey", dated December 02, 2016, Last revised April 07, 2017 prepared by WJH Engineering.

Containing 395.76 S.F.

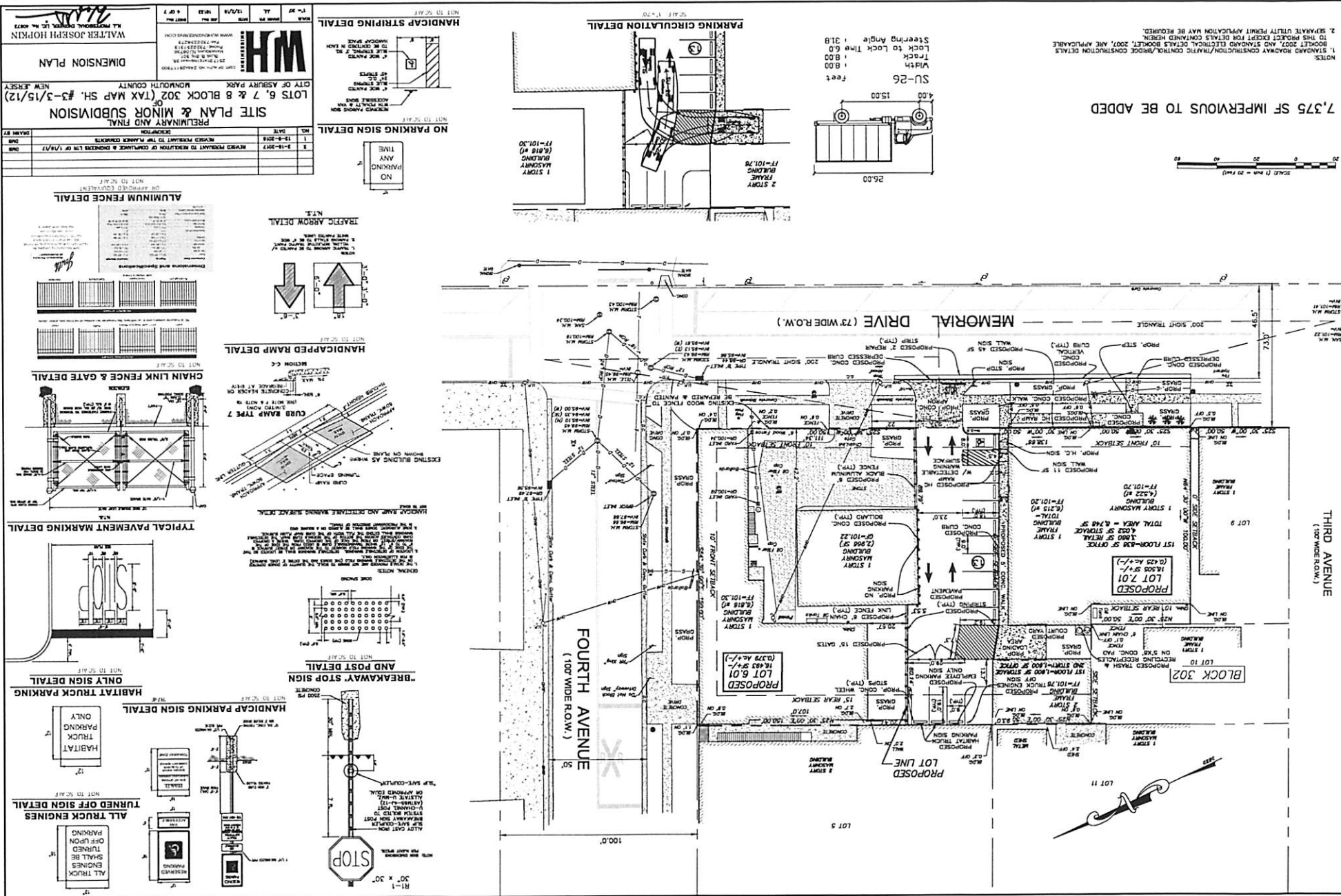
04-07-17

Date

Peter P. Bennett III

Peter P. Bennett III
Professional Land Surveyor
New Jersey License # 40651

EXHIBIT "B"





**Asbury Park, New Jersey
ORDINANCE NO. 2017-10**

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to .5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriations and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the City Council of the City of Asbury Park in the County of Monmouth finds it advisable and necessary to increase its CY 2017 by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the City Council hereby determines that a 3.5% increase in the budget for said year, amount to \$1,313,716.04 In excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, City Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Asbury Park, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2017 budget year, the final appropriations of the City of Asbury Park shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,313,716.04 And the CY 2017 municipal budget for the City of Asbury Park be approved and adopted in accordance with the ordinance; and

BE IF FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be

filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-10 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-12**

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

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

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

<u>TITLE:</u>	<u>MIN</u>	<u>MAX</u>
PUBLIC WORKS SUPERINTENDENT	\$37,000	\$129,113

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-12 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-13**

AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER CERTAIN PORTIONS OF THE RIGHT OF WAY AREA (AIR SPACE) ADJACENT TO THE PROPERTY LOCATED AT 1107, 1105 AND 1101 MAIN STREET (BLOCK 2804, LOT 5.01 F/K/A BLOCK 2804, LOTS 5, 6 & 7, RESPECTIVELY)

WHEREAS, on January 23, 2017, the Asbury Park Planning Board adopted a Resolution memorializing the approval of an application for Preliminary and Final Site Plan, Variances and Design Waivers relating to certain proposed development (also referenced as the “project”) at the properties located at 1107, 1105 & 1101 Main Street (more commonly known and formerly designated as Block 2804, Lots 5, 6 & 7, respectively) and 800 Fourth Avenue (more commonly known and designated as Block 2804, Lot 2); and

WHEREAS, Block 2804, Lots 5, 6 & 7 (collectively, the “properties”) are proposed to be consolidated into one new tax lot which shall be known and designated as Block 2804, Lot 5.01; and

WHEREAS, the properties are located in the Main Street Redevelopment Area; and

WHEREAS, the façade improvements proposed by the applicant include the installation of certain awnings/canopies as part of the façade of the building which shall front on both Third Avenue and Main Street, and which constitute decorative architectural elements/features; and

WHEREAS, the proposed awnings/canopies shall encroach into the air space of the public Right-of-Way (“ROW”) areas located along both Third Avenue and Main Street in certain limited respects; and

WHEREAS, the Planning Board conditioned approval of the project on, among other things, the applicant receiving approval from the Mayor and Council of the City of Asbury Park (the “City”) for any encroachment into public ROW areas; and

WHEREAS, the sites of the proposed encroachments are more specifically described in two (2) separate metes and bounds descriptions, prepared by Peter P. Bennett, PLS, each dated March 3, 2017; and

WHEREAS, the first proposed encroachment, which is described in the legal description attached hereto as Exhibit “A,” contains a total of 188.42 square feet; and

WHEREAS, the second proposed encroachment, which is described in the legal description attached hereto as Exhibit “B,” contains a total of 227 square feet; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public ROW areas on a case-by-case basis; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The within proposed encroachments into the public ROW shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The within proposed awnings/canopies will provide architectural interest/detail to the proposed development and will complement the overall project; and
- (3) The architectural design of the within proposed awnings/canopies has already been reviewed and approved by City officials; and
- (4) The combined area of the proposed encroachments is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, the Mayor and Council have determined to grant approval for the within air space encroachments, for nominal consideration; and

WHEREAS, the purpose of this Ordinance is to confirm said approval and to grant the necessary easements, in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., and the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1, et seq.; and

WHEREAS, the Mayor and City Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's ROW areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), the City of Asbury Park hereby authorizes the conveyance of easement(s), for nominal consideration, over certain portions of the public ROW (air space) adjacent to the property located at **Block 2804, Lot 5.01 f/k/a Block 2804, Lots 5, 6 & 7**, as more particularly described in the legal descriptions attached hereto as Exhibits "A" and "B," which were prepared by Peter P. Bennett, PLS, and which

- are dated March 3, 2017, in order to allow for the installation of certain awnings/canopies as part of the façade of the building, which awnings/canopies shall front on both Third Avenue and Main Street.
2. That the Mayor is authorized to execute and the Municipal Clerk to attest any and all documents that are necessary in order to effectuate the granting of these easement(s), which documents shall be in a form satisfactory to the City Attorney.
 3. That, following proper execution and notarization of the necessary easement documents, the same shall be recorded with the Monmouth County Clerk's Office.
 4. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
 5. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
 6. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-13 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK



DESCRIPTION OF PROPOSED ARIEL EASEMENT
FOR
BLOCK 2804 LOT 5.01

All that a certain lot and or lots, tract or parcel of land situate, lying and being in the City of Asbury Park, County of Monmouth, State of New Jersey and being more particularly described as follows:

Beginning at a point in the Westerly right-of-way line of Main Street (85' wide), said point being North 24 degrees 30 minutes 00 seconds East, a distance of 94.55' (feet) from the intersection of Westerly right-of-way line of Main Street (85' wide) with the Northerly right-of-way line of Third Avenue (100' wide) and running; thence

- 1) South 65 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner; thence
- 2) South 24 degrees 30 minutes 00 seconds West, a distance of 10.50' (feet) to a point and easement corner; thence
- 3) North 65 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 4) South 24 degrees 30 minutes 00 seconds West, a distance of 5.17" (feet) to a point and easement corner; thence
- 5) South 65 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner; thence
- 6) South 24 degrees 30 minutes 00 seconds West, a distance of 10.50' (feet) to a point and easement corner; thence
- 7) North 65 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 8) South 24 degrees 30 minutes 00 seconds West, a distance of 18.00' (feet) to a point and easement corner; thence
- 9) South 65 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner; thence

2517 STATE HIGHWAY 35, BLDG. B, STE. 301 • MANASQUAN, NJ 08736
PHONE: 732-223-1313 • FAX: 732-223-8273 • WJHENGINEERING.COM

- 10) South 24 degrees 30 minutes 00 seconds West, a distance of 16.50' (feet) to a point and easement corner; thence
- 11) North 65 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 12) South 24 degrees 30 minutes 00 seconds West, a distance of 12.92' (feet) to a point and easement corner; thence
- 13) South 65 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner; thence
- 14) South 24 degrees 30 minutes 00 seconds West, a distance of 16.5' (feet) to a point and easement corner; thence
- 15) North 65 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 16) North 24 degrees 30 minutes 00 seconds East, a distance of 94.55' (feet) to the point and place of BEGINNING.

Being designated as 4 Separate Ariel Easements for Lot 5.01 in Block 2804 as shown on the official tax map of the City of Asbury Park.

Aforementioned is prepared in accordance with a map entitled, "Site Plan for Dollar Tree Corporation of Lots 2,4,5,6 and 7 in Block 2804, in the City of Asbury Park, Monmouth County, New Jersey", dated July 07, 2016, Last Revised January 10, 2017, prepared by WJH Engineering.

Containing 188.42 Total S.F.

03-03-17

Date

Peter P. Bennett III

Peter P. Bennett III
Professional Land Surveyor
New Jersey License # 40651

Attachment: Dollar tree easment (2017-13 : Authorizing an air space easement for certain property over 1107, 1105 and 1101 Main St)

EXHIBIT “B”



**DESCRIPTION OF PROPOSED ARIEL EASEMENT
FOR
BLOCK 2804 LOT 5.01**

All that a certain lot and or lots, tract or parcel of land situate, lying and being in the City of Asbury Park, County of Monmouth, State of New Jersey and being more particularly described as follows:

Beginning at a point in the Northerly right-of-way line of Third Avenue (100' wide), said point being North 65 degrees 30 minutes 00 seconds West, a distance of 15.00' (feet) from the intersection of Westerly right-of-way line of Main Street (85' wide) with the Northerly right-of-way line of Third Avenue and running; thence

- 1) South 24 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 2) North 65 degrees 30 minutes 00 seconds West, a distance of 65.00' (feet) to a point and easement corner; thence
- 3) North 24 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner in the Northerly right-of-way line of Third Avenue; thence
- 4) Along the aforementioned, South 65 degrees 30 minutes 00 seconds East, a Distance of 65.00' (feet), to the point and place of BEGINNING.

Being designated as an Ariel Easement for Lot 5.01 in Block 2804 as shown on the official tax map of the City of Asbury Park.

Aforementioned is prepared in accordance with a map entitled, "Site Plan for Dollar Tree Corporation of Lots 2,4,5,6 and 7 in Block 2804, in the City of Asbury Park, Monmouth County, New Jersey", dated July 07, 2016, Last Revised February 02, 2017 prepared by WJH Engineering.

2517 STATE HIGHWAY 35, BLDG. B, STE. 301 • MANASQUAN, NJ 08736
PHONE: 732-223-1313 • FAX: 732-223-8273 • WJHENGINEERING.COM

Attachment: Dollar tree easment (2017-13 : Authorizing an air space easement for certain property over 1107, 1105 and 1101 Main St)

Containing 227 S.F.

03-03-17

Date

Peter P. Bennett III

Peter P. Bennett III
Professional Land Surveyor
New Jersey License # 40651

Attachment: Dollar tree easment (2017-13 : Authorizing an air space easement for certain property over 1107, 1105 and 1101 Main St)



**Asbury Park, New Jersey
ORDINANCE NO. 2017-14**

**AN ORDINANCE OF THE CITY OF ASBURY PARK REVISING CHAPTER VII
"TRAFFIC" OF THE CODE OF THE CITY OF ASBURY PARK**

WHEREAS, the City of Asbury Park (the "City") has previously established certain traffic regulations concerning metered and permit parking within the City, as set forth in Ordinance No. 2982 (adopted on May 18, 2011), Ordinance No. 2015-11 (adopted on May 13, 2015), Ordinance No. 2015-25 (adopted on May 27, 2015), Ordinance No. 2015-55 (adopted on February 2, 2016), Ordinance 2016-25 (adopted on June 15, 2016), Ordinance 2016-37 (adopted on September 14, 2016), and Resolution No. 2015-217 (adopted on May 27, 2015); and

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

WHEREAS, since adoption of the prior traffic regulations, representatives of the City, including the City's Parking Advisory Committee, Transportation Manager, and other City officials have engaged in a detailed and extensive review of the prior traffic regulations, which review has included input from the public; and

WHEREAS, since adoption of the prior traffic regulations, the City's Transportation Manager has conducted detailed analysis of the City's historical parking data, industry trends and conducted meetings with stakeholder groups and members of the public; and

WHEREAS, as a result of said review, as well as the Parking Advisory Committee has recommended certain revisions to the prior traffic regulations in order to increase availability of parking spaces in high demand areas, establish residential permit areas where there is limited impact, adjust parking rates to demand, and clarify existing regulations; and

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

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

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

the following parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled "Traffic," of the "Code of the City of Asbury Park, New Jersey," is hereby amended and supplemented as attached as Exhibit A.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-14 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK

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

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

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Time Limit</i>	<i>Location</i>
Summerfield Avenue	South	7:00 am – 6:00 pm	15-Minute	Beginning at a point 25 feet from the easterly curbline of Main Street and extending to a point 44 feet easterly therefrom

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

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

7-16 ANGLE PARKING.

No angle parking shall be permitted in the City of Asbury Park except at the locations described below that are designated for angle parking at an angle so indicated. (2000 Code § 7-16; Ord. No. 2461 § 1; Ord. No. 2778; Ord. No. 2983; Ord. No. 2016-31)

Angle Parking at a 45° Angle:		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Deal Lake Drive (Ord. No. 2016-31)	Westbound (along north side curb line)	Kingsley Street to NJ DOT Right-Of-Way
Fifth Avenue	South	Main Street to Memorial Drive
First Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying	Ocean Avenue to Kingsley Street

	between the north curb and the north line of the parkway in the centers of the streets	
--	--	--

7-16 Angle Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
First Avenue–Continued	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Fourth Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Grand Avenue	West	Cookman Avenue to Lake Avenue
Lake Avenue	South	a. Emory Street to St. James Place b. From Wesley Lake Drive to Bond Street (Ord. No. 2983)
Lake Avenue (Ord. No. 2983)	North	Grand Avenue to Bond Street
Mattison Avenue (Ord. No. 2983)	South	Main Street to Cookman Avenue (compact cars only)
Memorial Drive	West	Fifth Avenue to Sunset Avenue
Plaza Place	East	Entire length

7-16 Angle Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Second Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Eighth Avenue	South (Reverse Angle)	Webb Street to Kingsley Street
Seventh Avenue	On both sides of the center island of each street	Ocean Avenue to Kingsley Street
Sixth Avenue	On both sides of the center island of each street	Ocean Avenue to Kingsley Street
Sunset Avenue	North	Ocean Avenue to Kingsley Street
Third Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway, on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	

7-36.1 Handicapped Parking on Streets.

a. In accordance with the provisions of N.J.S.A. 39:4-197, the following on-street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

b. That on or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

c. The City reserves the right to terminate the designation of a handicapped parking space at the City's discretion.

(2000 Code § 7-36.1; Ord. No. 2013 § 1; Ord. No. 2292 § 1; Ord. No. 2315 § 1; Ord. No. 2398; Ord. No. 2405; Ord. No. 2447; Ord. No. 2451 § 1; Ord. No. 2459 § 1; Ord. No. 2492; Ord. No. 2514; Ord. No. 2521; Ord. No. 2576; Ord. No. 2604; Ord. No. 2613; Ord. No. 2636; Ord. No. 2724; Ord. No. 2725; Ord. No. 2746; Ord. No. 2747; Ord. No. 2838; Ord. No. 2839; Ord. No. 2854; Ord. No. 2895; Ord. No. 2896; Ord. No. 2900; Ord. No. 2942; Ord. No. 2943; Ord. No. 2944; Ord. No. 2945; Ord. No. 2963; Ord. No. 2984; Ord. No. 2995; Ord. No. 3832; Ord. No. 3050; Ord. No. 3060; Ord. No. 3070; Ord. No. 3078; Ord. No. 3087; Ord. No. 3088; Ord. No. 2015-19; Ord. No. 2015-26; Ord. No. 2015-27; Ord. No. 2016-19; Ord. No. 2016-21; Ord. No. 2016-29; Ord. No. 2016-38)

7-36 Handicapped Parking		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Asbury Avenue (Ord. No. 3021)	South	Beginning at a point located 239 feet west of the southwest corner of Asbury Avenue and Comstock Street and extending 20 feet on center therefrom
Atkins Avenue	a. West	Beginning at a point 59 feet from the northwest corner of Bangs Avenue and Atkins Avenue and extending 25 feet northward therefrom
Atkins Avenue (Ord. No. 2854)	b. East	Beginning at a point located five (5) feet north of the church driveway (south side of church) in the 100 block of Atkins Avenue (east side of street) and continuing north for twenty-five (25) feet

7-36 Handicapped Parking—Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>

Atkins Avenue (Ord. No. 3087)	c. West	Beginning at a point located 76 feet north of the northwest corner of Springwood Avenue and Atkins Avenue and extending 20 feet on center therefrom
Bangs Avenue	a. South	Beginning at a point 33 feet from the southeast corner of Bangs Avenue and Emory Street, then continuing easterly for 24 feet along Bangs Avenue
Bangs Avenue	b. North	Beginning at a point 107 feet west from the northwest corner of Bangs Avenue and Main Street and extending 20 feet westerly therefrom
Bangs Avenue (Ord. No. 2984)	c. South	Beginning at a point 25 feet from the southwest corner of Emory Street and Bangs Avenue, proceeding westerly and extending 22 feet westerly
Bangs Avenue (Ord. No. 2984)	d. North	Beginning at a point 25 feet from the northwest corner of Bond Street and Bangs Avenue, proceeding westerly and extending 22 feet westerly
Bangs Avenue (Ord. No. 2978)	e. North	Beginning at a point located 80 feet west of the northwest corner of Bangs Avenue and DeWitt Avenue and extending 20 feet westerly therefrom
Bangs Avenue (Ord. No. 3044)	f. North	Beginning at a point located 147 feet east of the northeast corner of Bangs Avenue and Borden Avenue and extending 20 feet on center therefrom
Bergh Street (Ord. No. 3008)	East	Beginning at a point located 50 feet south of the southeast corner of Second Avenue and Bergh Street and extending 20 feet southerly on center therefrom
Comstock Street	East	Beginning at a point 153 feet from the northeast corner of Sunset Avenue and Comstock Street, proceeding northbound and extending 30 feet north
Cookman Avenue	a. South	Beginning at a point 265 feet west from the southwest corner of Cookman Avenue and Grand Avenue and extending 20 feet westerly therefrom
Cookman Avenue	b. South	Beginning at a point 25 feet east from the southeast corner of Cookman Avenue and Langford Street and extending 50 feet easterly therefrom

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Cookman Avenue (Ord. No. 2984)	c. South	Beginning at a point 68 feet from the southwest corner of Bond Street and Cookman Avenue, proceeding westerly and extending 22 feet westerly

Cookman Avenue (Ord. No. 2984)	d. North	Beginning at a point 47 feet from the southwest corner of Mattison Avenue and Cookman Avenue, proceeding westerly and extending 22 feet westerly
Deal Lake Drive (Ord. No. 2016-38)	South	4 Deal Lake Court, which handicapped parking space shall begin 105 feet East of the Southeast corner of Deal Lake Drive and Park Avenue and extend 20 feet East. Space should be 20 feet on center and located on the South side of Deal Lake Drive
DeWitt Avenue	a. East	Beginning at a point 47 feet northerly from the Neptune Township borderline and extending 23 feet northerly therefrom
DeWitt Avenue (Ord. No. 3832)	b. West	Beginning at a point located 30 feet from southwest corner of the driveway of 27 DeWitt Avenue and extending in a southerly direction 25 feet therefrom
DeWitt Avenue (Ord. No. 3023)	c. West	Beginning at a point located 148 feet south of the southwest corner of DeWitt Avenue and Springwood Avenue and extending 20 feet on center therefrom
Drury Lane	a. West	Beginning at a point 145 feet from the northwest corner of Sunset Avenue and Drury Lane proceeding northbound and extending 18 feet easterly
Drury Lane	b. West	Beginning at a point 184 feet from the northwest corner of Sunset Avenue and Drury Lane proceeding northbound and extending 18 feet easterly
Elizabeth Avenue (Ord. No. 3024)	a. East	Beginning at a point located 35 feet north of the northeast corner of Elizabeth Avenue and McKinley Place and extending 20 feet on center therefrom
Elizabeth Avenue (Ord. No. 3024)	b. East	Beginning at a point located 57 feet north of the northeast corner of Elizabeth Avenue and McKinley Place and extending 20 feet on center therefrom
Fifth Avenue (Ord. No. 3060)	South	Beginning at a point located 123 feet east of the southeast corner of Main Street and Fifth Avenue and extending 20 feet on center therefrom

7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Fifth Avenue (Ord. No. 2015-07)	North	Beginning at a point located 165 feet east of the northeast corner of Fifth Avenue and Pine Street and extending 20 feet on center therefrom

First Avenue	a. South	Beginning at a point 100 feet east from the southeast corner of Comstock Street and First Avenue and extending 30 feet easterly therefrom
First Avenue	b. South	Beginning at a point 25 feet west from the southwest corner of First Avenue and Grand Avenue and extending 25 feet westerly therefrom
First Avenue (Ord. No. 3020)	c. North	Beginning at a point located 148 feet west of the northwest corner of First Avenue and Pine Street and extending 20 feet on center therefrom
First Avenue (Ord. No. 3078)	d. South	Beginning at a point located 94 feet west of the southwest corner of First Avenue and Comstock Street and extending 20 feet on center therefrom
Fourth Avenue (Ord. No. 2896)	a. North	Beginning at a point located 61 feet from the northwest corner of Fourth Avenue and Dunlewy Street and extending in a westerly direction for 30 feet therefrom
Fourth Avenue (Ord. No. 2896)	b. North	Beginning at a point 95 feet from the northwest corner of Fourth Avenue and Dunlewy Street and extending in a westerly direction for 30 feet therefrom
Grand Avenue	West	Beginning at a point located 25 feet south of the southwest corner of Grand Avenue and Asbury Avenue and extending 20 feet on center therefrom
Grand Avenue (Ord. No. 2016-29)	West	1109 Grand Avenue, which handicapped parking space shall begin 57 feet South of the Southwest corner of Grand Avenue and Fourth Avenue and extend 20 feet South. Space should be 20 feet on center and located on the West side of Grand Avenue
Grand Avenue	West	Beginning at a point located 25 feet south of the southerly curblin of Monroe Avenue and extending 22 feet south therefrom

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Heck Street	a. West	Beginning at a point 200 feet from the southwest corner of Fourth Avenue and Heck Street and extending 25 feet southward therefrom

Heck Street (Ord. No. 3029)	b. East	Beginning at a point located 143 feet south of the southeast corner of Heck Street and Second Avenue and extending 20 feet on center therefrom
Kingsley Street (Ord. No. 2015-27)	North	Beginning at a point located 164 feet south of Kingsley Street's intersection with Deal Lake Drive and extending 20 feet on center therefrom, which space shall replace the City's current parking stall #1421.
Lake Avenue (Ord. No. 2984)	a. North	Beginning at a point 190 feet from the northwest corner of Press Plaza and Lake Avenue, proceeding westerly and extending 22 feet westerly
Lake Avenue (Ord. No. 2984)	b. North	Beginning at a point 215 feet from the northwest corner of Grand Avenue and Lake Avenue, proceeding westerly and extending 22 feet westerly
Lake Avenue (Ord. No. 2984)	c. North	Beginning at a point 25 feet from the northeast corner of Bond Street and Lake Avenue, proceeding easterly and extending 22 feet easterly
Lake Avenue (Ord. No. 2015-19)	d. North	Beginning at a point located 164 feet east of Press Plaza, positioned on the westbound side of Lake Avenue, and extending 20 feet on center therefrom
Langford Street (Ord. No. 2724)	West	Beginning at a point 137 feet in the northerly direction from the northwest corner of Third Avenue and Langford Street and extending north 25 feet therefrom
Main Street (Ord. No. 2839)	East	Beginning at a point located 25 feet from the northeast corner of the 700 block of Cookman Avenue and extending in a northerly direction 25 feet therefrom
Mattison Avenue (Ord. No. 2944)	a. East	Beginning at a point located 100 feet from the northeast corner of Mattison Avenue and Langford Street extending in an easterly direction 20 feet therefrom on center

7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Mattison Avenue (Ord. No. 2984)	b. North	Beginning at a point 25 feet from the northwest corner of Bond Street and Mattison Avenue, proceeding westerly and extending 22 feet westerly

Mattison Avenue (Ord. No. 2984)	c. North	Beginning at a point 78 feet from the northwest corner of Emory Street and Mattison Avenue, proceeding westerly and extending 22 feet westerly
Monroe Avenue	a. South	Beginning at a point 79 feet from the southwest corner of Monroe Avenue and Emory Street and extending 35 feet westerly
Monroe Avenue (Ord. No. 2725)	b. South	Beginning at a point located 36 feet in the westerly direction from the southwest corner of Winn Avenue and Monroe Avenue and extending west 25 feet therefrom
Monroe Avenue (Ord. No. 2943)	c. West	Beginning at a point located 174 feet west of the southwest corner of Monroe Avenue and Grand Avenue extending in a westerly direction 20 feet on center therefrom
Monroe Avenue	d. South	Beginning at a point located 37 feet east of the sidewalk handicapped entrance ramp located at Monroe Avenue and Pine Street and extending 20 feet on center therefrom
Monroe Avenue	e. North	Beginning at a point located 90 feet west of the westerly curbline of Heck Street and extending west 22 feet therefrom
Ocean Avenue	a. East	Beginning at a point 72 feet north from the northeast corner of Sunset Avenue and Ocean Avenue and extending 20 feet northerly therefrom
Ocean Avenue	b. East	Beginning at a point 50 feet south from the southeast corner of Seventh Avenue and Ocean Avenue and extending 20 feet southerly therefrom
Ocean Avenue	c. East	Beginning at a point 35 feet from the northeast crosswalk of First Avenue and Ocean Avenue and extending 22 feet north therefrom
Ocean Avenue	d. East	Beginning at a point 35 feet from the northeast crosswalk of Second Avenue and Ocean Avenue and extending 22 feet north therefrom

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Ocean Avenue	e. East	Beginning at a point 29 feet from the northeast crosswalk of Fourth Avenue and Ocean Avenue and extending 44 feet north therefrom

Ocean Avenue	f. East	Beginning at a point 90 feet from the northeast crosswalk of Fifth Avenue and Ocean Avenue and extending 22 feet north therefrom
Ocean Avenue	g. East	Beginning at a point 82 feet from the southeast crosswalk of Sunset Avenue and Ocean Avenue and extending 22 feet south therefrom
Press Plaza (Ord. No. 2984)	West	Beginning at a point 50 feet from the northwest corner of Press Plaza and Lake Avenue, proceeding northerly and extending 22 feet northerly
Ridge Avenue (Ord. No. 2900)	North	Beginning at a point located 116 feet south of the southwest corner of Ridge Avenue and Stratford Street and extending in a southerly direction for 30 feet on the south side of the 100 block
Second Avenue	a. North	Beginning at a point 115 feet east from the northwest corner of Comstock Street and Second Avenue and extending 30 feet easterly therefrom
Second Avenue	b. South	Starting at a point 63 feet from the southwest center of Second Avenue and Comstock Street and extending 25 feet westerly therefrom
Sixth Avenue	a. North	Beginning at a point 365 feet from the western crosswalk line of Sixth Avenue and Memorial Drive, proceeding westerly and extending 10 feet west
Sixth Avenue	b. North	Beginning at a point 375 feet from the western crosswalk line of Sixth Avenue and Memorial Drive, proceeding westerly and extending 10 feet west
Sixth Avenue (Ord. No. 2963)	c. North	Beginning at a point located 188 feet east of the northeast corner of Park Avenue and Sixth Avenue and extending in an easterly direction 20 feet therefrom
Sixth Avenue (Ord. No. 3025)	d. South	Beginning at a point located 124 feet west of the southwest corner of Sixth Avenue and Park Avenue and extending 20 feet on center therefrom

7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Springwood Avenue (Ord. No. 2016-19)	North	1215 Springwood Avenue, Block 1103, Lot 48, which handicapped parking space shall begin 110 feet east of the northeast corner of Springwood Avenue and Borden Avenue and extend 20 feet east

		and the space should be 20 feet on center and located on the north side of Springwood Avenue
Summerfield Avenue	South	Beginning at a point located 25 feet west of the westerly curblineline of Bond Street and extending 22 feet westerly therefrom
Summerfield Avenue	South	Beginning at a point located 25 feet east of the easterly curblineline of Bond Street and extending 20 feet easterly therefrom
Summerfield Avenue	South	Beginning at a point located 25 feet east of the westerly curblineline of Grand Avenue and extending 22 feet westerly therefrom
Sunset Avenue	North	Beginning at a point 220 feet from the northeast corner of Sunset Avenue and Comstock Street, proceeding easterly and extending 25 feet easterly
Third Avenue	a. North	Beginning at a point 58 feet east from the northeast corner of Third Avenue and Bridge Street and extending 20 feet easterly therefrom
Third Avenue	b. South	Beginning at a point 130 feet west from the southwest corner of Third Avenue and Langford Street and extending 30 feet westerly therefrom
Third Avenue	c. South	Beginning at a point 111 feet from the southwest corner of Third Avenue and Langford Street, extending 60 feet westerly therefrom
Third Avenue	d. South	Beginning at a point 180 feet from the southwest corner of Comstock Street and Third Avenue and extending 25 feet westerly
Third Avenue	e. South	Beginning at a point 84 feet from the southwest corner of Third Avenue and Langford Street and extending 85 feet westerly therefrom
Third Avenue	f. North	Beginning at a point located 91 feet north of the northeast corner of Third Avenue and Emory Street extending in a northeasterly direction 20 feet on center therefrom (Ord. No. 2942)
Third Avenue (Ord. No. 2016-21)	West	1310 Third Avenue, Block 1802, Lot 23, which handicapped parking space shall begin 277 feet west of the southwest corner of Third Avenue and New Street and extend 20 feet west; space should be 20 feet on center and located on the south side of Third Avenue

7-41 METERED PARKING.

7-41.1 Purpose.

The purpose of this section is to establish rates, schedules and policies in the metered and time-limit parking areas specified herein, and to permit the Asbury Park Parking Utility to establish procedures to be implemented pursuant to these policies. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.2 Definitions.

As used in this section:

Bangs Avenue Parking Garage shall mean the City-controlled 75 parking spots located within the Bangs Avenue Garage (located at 605 Bangs Avenue) that will be available to the public for monthly residential permits on a first come first served basis, with Zone 4 residents who have no off-street parking option(s) available to them having right of first refusal.

CBD shall mean the Central Business District Redevelopment Area, as designated and defined by the City.

Custom card shall mean a card that allows use for a certain period of time, and a certain number of uses. The user can park for the maximum parking duration (of up to 15 hours) for each use.

LPR (License Plate Recognition) is an image-processing technology used to identify vehicles by their license plates.

Non-Peak Season shall mean the time period from September 16th to May 14th of each year.

Pass/Permit shall mean prepaid parking via hang tags, stickers, Personal Identification Numbers (PINS), and/or Prepaid cards (Smart cards, Custom Cards and license plate recognition (LPR)).

Peak Season shall mean the time period from May 15th to September 15th of each year.

Personal Identification Number (PIN) shall mean a unique number that is purchased in bulk (minimum of 10), and can be utilized in the same manner as a Custom card for single day or multi-day events.

Smart card shall mean a prepaid parking card denoted by dollar value. A Smart Card does not have a use restriction, and can be reloaded at a machine.

WRA shall mean the Waterfront Redevelopment Area, as previously designated and defined by the City.

(Ord. No. 2982, Ord. No. 2015-55; Ord. No. 2016-25)

7-41.3 On-Street Metered Parking Schedules; Rates and Regulations.

a. On-Street Metered Parking.

The following regulations governing on-street metered parking, parking rates, time limits, and permit parking as set forth in the On-Street Metered Parking Schedule and the On-Street Metered Parking Rate Schedule are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Schedule (Subsection 7-41.3,a)							
Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Ocean Avenue	Asbury Avenue	Deal Lake Drive	9:00 am – 2:00 am	No Limit (Ord. No. 2015-55)	No	No	No
Kingsley Street	Asbury Avenue	Deal Lake Drive	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Asbury Avenue	Ocean Avenue	Heck Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
First Avenue	Ocean Avenue	Bergh Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Second Avenue	Ocean Avenue	Bergh Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Third Avenue	Ocean Avenue	Bergh Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Fourth Avenue	Ocean Avenue	Bergh Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Fifth Avenue	Ocean Avenue	Grand Avenue	9:00 am – 2:00 am	No Limit	Yes – Zone restricted	Yes – Zone restricted	Yes
Sunset Avenue	Ocean Avenue	Grand Avenue	9:00 am – 2:00 am	No Limit	Yes – Zone restricted	Yes – zone restricted	Yes
Sixth Avenue	Ocean Avenue	Webb Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Seventh Avenue	Ocean Avenue	Webb Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Eighth Avenue	Ocean Avenue	Webb Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

Deal Lake Drive	Ocean Avenue	Webb Street	9:00 am – 2:00 am	No Limit	Yes -- Zone restricted	Yes - Zone restricted	Yes
Main Street	Springwood Avenue	Summerfield Avenue	9:00 am – 2:00 am	No Limit	No	No	Yes
Cookman Avenue	Kingsley Street	Main Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted (10pm-10am)	Yes
Lake Avenue	Wesley Lake Drive	Bond Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

On-Street Metered Parking Schedule - Continued

(Subsection 7-41.3,a)

Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Mattison Avenue	Cookman Avenue	Main Street	9:00 am – 2:00 am	No Limit	No	Yes – Zone restricted (10pm-10am)	Yes
Bangs Avenue	Cookman Avenue	Main Street	9:00 am – 2:00 am	No Limit	No	Yes – Zone restricted (10pm-10am)	Yes
Summerfield Avenue	Grand Avenue	Main Street	9:00 am – 2:00 am	No Limit	Yes – Zone restricted	Yes – Zone restricted	Yes
Bond Street	Summerfield Avenue	Asbury Park City Limits	9:00 am – 2:00 am	No Limit	Yes – Zone restricted (between Summerfield and Bangs Aves)	Yes – Zone restricted (10pm-10am)	Yes
Emory Street	Summerfield Avenue	Lake Avenue	9:00 am – 2:00 am	No Limit	No	Yes – Zone restricted (10pm-10am)	Yes
Wesley Lake Drive	Lake Avenue	Cookman Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
St. James Place	Lake Avenue	Cookman Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Heck Street (Ord. No. 2015-25 § 7)	Sewall Avenue	Cookman Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Heck Street West Side only (Ord. No. 2015-25 § 7)	Cookman Avenue	Lake Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

Grand Avenue	Lake Avenue	Sewall Avenue	9:00 am – 2:00 am	No Limit	No	Yes – zone restricted	Yes
Monroe Avenue	Grand Avenue	Heck Street	9:00 am – 2:00 am	No Limit	No	Yes – zone restricted	Yes
Sewall Avenue	Grand Avenue	Heck Street	9:00 am – 2:00 am	No Limit	No	Yes – zone restricted	Yes

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25)

b. On-Street Metered Parking Rate Schedules Adopted.

The parking rate schedules for on-street metered parking as set forth below are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Rate Schedules

(Subsection 7-41.3,b)

Metered Parking Rates CBD - Peak Season (May 15th - September 15th) (Subsection 7-41.3,b)				
Days	Times	CBD Spots (except Cookman Avenue)	Cookman Avenue (between Main Street and Grand Avenue)	Bangs Avenue Garage
Monday-Friday	9:00 am - 5:00 pm	\$1/hour	\$1/hour	\$1/hour
Monday-Thursday	5:00 pm - 2:00 am	\$1/hour	\$1/hour	\$1/hour
Friday	5:00 pm - 2:00 am	\$2/hour	\$2/hour	\$2/hour
Saturday, Sunday	9:00 am – 2:00 am	\$2/hour	\$2/hour	\$2/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates CBD - Non-Peak Season (September 16th – November 15th, March 15th – May 14th) (Subsection 7-41.3,b)				
Days	Times	CBD Spots (except Cookman Avenue)	Cookman Avenue (between Main Street and Grand Avenue)	Bangs Avenue Garage

Monday-Friday	9:00 am - 5:00 pm	\$0.50/hour	\$1/hour	\$0.50/hour
Monday-Thursday	5:00 pm - 2:00 am	\$1/hour	\$1/hour	\$1/hour
Friday	5:00 pm - 2:00 am	\$1/hour	\$2/hour	\$1/hour
Saturday	9:00 am – 2:00 am	\$1/hour	\$2/hour	\$1/hour
Sunday	9:00 am – 2:00 am	\$1/hour	\$1/hour	\$1/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates CBD - Winter Season
(November 16th, March 14th)
 (Subsection 7-41.3,b)

Days	Times	CBD Spots (except Cookman Avenue)	Cookman Avenue (between Main Street and Grand Avenue)	Bangs Avenue Garage
Monday-Friday	9:00 am - 5:00 pm	\$0.25/hour	\$0.25/hour	\$0.25/hour
Monday-Thursday, Sunday	5:00 pm - 2:00 am	\$0.50/hour	\$0.50/hour	\$0.50/hour
Friday	5:00 pm - 2:00 am	\$1.00/hour	\$2.00/hour	\$1.00/hour
Saturday	9:00 am – 2:00 am	\$1.00/hour	\$2.00/hour	\$1.00/hour
Sunday	9:00 am – 5:00 pm	\$1.00/hour	\$1.00/hour	\$1.00/hour

Metered Parking Rates WRA - Peak Season
(May 15th - September 15th)
 (Subsection 7-41.3,b)

Days	Times	WRA Spots (except Ocean Avenue)	Ocean Avenue
Monday-Thursday	9:00 am – 2:00 am	\$1.00/hour	\$2.00/hour
Friday	9:00 am -5:00 pm	\$1.00/hour	\$2.00/hour
Friday	5:00 pm - 2:00 am	\$2.00/hour	\$2.00/hour
Saturday, Sunday	9:00 am – 2:00 am	\$2.00/hour	\$2.00/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates WRA - Non-Peak Season
(March 15th – May 14th, September 16th – November 15th)

(Subsection 7-41.3,b)			
Days	Times	WRA Spots (except Ocean Avenue)	Ocean Avenue
All	9:00 am – 2:00 am	\$1.00/hour	\$2.00/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates WRA - Winter Season (November 16th – March 14th) (Subsection 7-41.3,b)			
Days	Times	WRA Spots (except Ocean Avenue)	Ocean Avenue
Monday-Thursday	9:00 am – 2:00 am	\$0.25/hour	\$0.50/hour
Friday	9:00 am – 5:00 pm	\$0.25/hour	\$0.50/hour
Friday	5:00 pm – 2:00 am	\$1.00/hour	\$2.00/hour
Saturday	9:00 am – 2:00 am	\$1.00/hour	\$2.00/hour
Sunday	9:00 am – 2:00 am	\$0.50/hour	\$1.00/hour

c. \$10.00 per Day Option.

The City shall offer \$10.00 per day parking for metered parking spaces. The \$10.00 per day option for on-street permit parking is not permitted in the CBD (Zone 4) or along Ocean Avenue. (Ord. No. 2982; Ord. No. 2015-55 § 3,c,2)

d. 15-minute Parking

All zones shall have 15-minute parking rates which shall be one-quarter of the 60-minute parking rate but never less than twenty-five cents per hour.

e. Handicapped Metered Parking Spaces

For purposes of compliance with N.J.S.A. 39:4-207, no penalty shall be imposed for the parking overtime of persons and/or vehicles covered by N.J.S.A. 39:4-207, so long as the maximum time shall have been purchased, and so long as said individual and/or vehicle shall have been parked in one location for not more than 24 hours.

The parking rate for handicapped designated parking spaces shall be free at all times for any motor vehicle which has displayed thereon a placard or wheelchair symbol license plates.

7-41.4 City Controlled Metered Parking Lots.

a. City Controlled Metered Parking Lot Schedules Adopted.

The City hereby establishes metered parking in the City controlled parking lots referenced in the City Controlled Metered Parking Lot Schedules. (Ord. No. 2015-11; Ord. No. 2016-25)

City Controlled Metered Parking Lot Schedule – Locations and Regulations (Subsection 7-41.4,a)					
Name	Location	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Asbury Park Municipal Parking Lot (City Hall)	One Municipal Plaza	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Bangs Avenue Parking Garage	605 Bangs Avenue	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Transportation Center Parking Lot	Parking lot situated immediately to the south of the Asbury Park Transportation Center	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Memorial Drive Parking	Parking lot situated immediately to the west of City Hall/Transportation Center (west side of railroad tracks)	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

(Ord. No. 2015-11; Ord. No. 2015-25; Res. No. 2015-217; Ord. No. 2015-55; Ord. No. 2016-25)

b. City Controlled Metered Parking Lot Rates

City Controlled Metered Parking Lot Rates (Subsection 7-41.4,b)			
Name	Location	Metered Parking Duration	Meter Rate
Asbury Park Municipal (City Hall) Parking Lot	One Municipal Plaza	Weekdays (M-F): p.m. – 2 a.m. Saturdays, Sundays and Holidays: 9 a.m. – 2 a.m.	\$1.00 per 60 minutes \$10.00 per day

Transportation Center Parking Lot	Parking lot situated immediately to the south of the Asbury Park Transportation Center	Weekdays (M-F): p.m. – 2 a.m. Saturdays, Sundays and Holidays: 9 a.m. – 2 a.m.	5	\$1.00 per 60 minutes \$10.00 per day
Memorial Drive Parking Lot	Parking lot situated immediately to the west of City Hall/Transportation Center (west side of railroad tracks)	Weekdays (M-F): p.m. – 2 a.m. Saturdays, Sundays and Holidays: 9 a.m. – 2 a.m.	5	\$1.00 per 60 minutes \$10.00 per day
Bangs Avenue Parking Garage	605 Bangs Avenue	Weekdays (M-F): p.m. – 2 a.m. Saturdays, Sundays and Holidays: 9 a.m. – 2 a.m.	6	\$1.00 per 60 minutes \$10.00 per day

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.5 Residential and Employee Permit Schedules, Fees and Regulations.

Residential and Employee Permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

Zone	Street Name	From	To	Side	Permit Parking Duration	Employee Passes Allowed	Residential Permits Allowed
Zone 1	Kingsley Street	Sixth Avenue	Deal Lake Drive	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Sixth Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Seventh Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Eighth Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted

					Employee), 9:00 am – 2:00 am (7-Day Employee)		
Zone 1	Deal Lake Drive	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Cookman Avenue	Heck Street	Asbury Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Heck Street	Sewall Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	St. James Place	Cookman Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Wesley Lake Drive	Cookman Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Lake Avenue	Heck Street	Wesley Lake Drive	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Grand Avenue	Monroe Avenue	Sewall Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Monroe Avenue	Grand Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Sewall Avenue	Grand Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 3	Asbury Avenue	Ocean Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	First Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Second Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day	5-Day, 7-Day	Yes - Zone restricted

					Employee), 9:00 am – 2:00 am (7-Day Employee)		
Zone 3	Third Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Fourth Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Lake Avenue	Bond Street	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee), 9:00 am – 5:30 pm (7-Day Employee, Sept. 16 – May 14, Monday-Thursday, between Grand Ave. and Heck St.)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Grand Avenue	Cookman Avenue	Lake Avenue	Both	9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Bond Street	Summerfield Avenue	Bangs Avenue	Both	9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee), 10:00 pm-10:00am (Residential)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Bond Street	Bangs Avenue	Lake Avenue	Both	10:00 pm-10:00am (Residential)	No	Yes – Zone restricted
Zone 4	Mattison Avenue	Main Street	Cookman Avenue	Both	10:00 pm-10:00am (Residential)	No	Yes – Zone restricted
Zone 4	Emory Street	Summerfield Avenue	Bangs Avenue	Both	All Times (Residential) – 3-Hour Time Limit	No	Yes – Zone restricted
Zone 4	Emory Street	Lake Avenue	Bangs Avenue	Both	10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted
Zone 4	Summerfield Avenue	Main Street	Grand Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Main Street	Lake Avenue	Summerfield Avenue	Both	10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted
Zone 4	City Hall Lot	Cookman Avenue	Bangs Avenue	N/A	Monday – Friday 5:00 pm – 2:00 am, Weekends/ Holidays 9:00 am – 2:00 am (Residential), 5:00 pm – 2:00 am (7-Day Employee)	7-Day	Yes – Zone restricted
Zone 4	Transportation Center Lot	Cookman Avenue	Springwood Avenue	N/A	9:00 am – 2:00 am (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted

Zone 4	Memorial Drive Lot	Springwood Avenue	Bangs Avenue	N/A	9:00 am – 2:00 am (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 5	First Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Third Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Fourth Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Fifth Avenue	Grand Avenue	Bergh Street	Both	All Times (Residential), Residential-Only (5:00 pm – 8:00 am)– South Side	No	Yes – Zone restricted
Zone 5	Sunset Avenue	Grand Avenue	Webb Street	Both	All Times (Residential), Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Eighth Avenue	Park Avenue	Webb Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted

The following fee schedule for residential and employee permits is hereby approved and adopted for use within the various Zones of the City described above.:

a. Fees for Residential Parking Permits.

1. Zones 1, 2, 3 and 5: \$90/year (Permit #1); \$120/year (Permit #2); \$150/year (Permit #3)*; and \$180/year (Permit #4)*.

* Only permitted in approved extenuating circumstances, such as where there exist more than two resident drivers with cars per dwelling unit, subject to City verification.

2. Zone 4 –Bangs Avenue Parking Garage - \$75/month.
3. Zone 4 -\$90/year (Permit #1); \$120/year (Permit #2).
4. Additional regulations concerning residential and employee permits are set forth in Section Five below.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02)

b. Fees for Employee Parking Permits:

1. 5-day card: \$120/year, or \$10/month; and
2. 7-day card: \$180/year, or \$15/month.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02; Ord. No. 2016-25)

c. Residential Parking Permit Regulations.

Residential parking permits, which shall be in the form of hang tags, stickers, or license plate recognition (LPR), shall be allowed in Zones 1, 2, 3, 4, and 5.

1. In Zones 1, 2, 3 and 5, all residential permits shall be limited to one (1) per dwelling unit unless the owner demonstrates a lack of garage and/or driveway area, subject to City verification. In such cases, there shall be a limit of two (2) per dwelling unit. In circumstances where additional resident drivers with cars occupy a dwelling unit, or in other approved extenuating circumstances, then up to two (2) additional permits can be awarded subject to City verification.

2. All Zone 4 residential permits are limited to residents that demonstrate a lack of off-street parking access (garage, driveway, surface lot, or other off-street parking), subject to City verification. Access to one (1) off-street parking spot limits the resident to one (1) permit per unit dwelling. Residents with access to zero (0) off-street parking spots shall be limited to two (2) permits per dwelling unit.

d. Employee Parking Permit Regulations.

Employee permits shall be allowed in Zones 1, 2, 3, and 4 with use of pre-programmed smart cards that can be purchased monthly or annually.

e. Proof of Residency or Employment.

Legal proof of residence or employment shall be required for all permits. In addition, proof that the vehicle is associated with the particular dwelling unit shall be required for residential parking permits.

f. Special Permits

The Asbury Park Board of Education shall be provided with no more than fifty special permits gratis per school year in order to accommodate faculty and staff parking along Summerfield Avenue.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.6 General Metered Parking Regulations.

The following general regulations shall be applicable within the City:

a. Amendments to Rates.

The Governing Body shall be authorized to temporarily amend the parking rates set forth herein through the adoption of a Resolution for years 2016 and later. Said amendments may be based upon the results of the demand pricing model or as otherwise needed.

b. Suspension of Metered Parking; Holidays, Approval by City.

Metered parking shall be suspended on the following holidays:

1. New Year's Day;
2. Veteran's Day;

3. Thanksgiving Day;
4. Christmas Day; and
5. Other dates/time periods as approved by the City Council by Resolution.

7-41.7 Additional Fees and Policies; Discounts and Smart Cards; Event Parking.

The following additional fees and policies are hereby established:

- a. Smart Cards.

The City of Asbury Park offers the following discount on the initial purchase of smart cards to encourage use by all residents. Such discounted smart cards shall be available at the headquarters of the Parking Utility.

1. Fifty dollars (\$50.00) worth of parking for forty-five dollars (\$45.00).
2. Seventy-five dollars (\$75.00) worth of parking for sixty-five dollars (\$65.00).
3. One hundred dollars (\$100.00) worth of parking for eighty-five (\$85.00).
4. Two hundred dollars (\$200.00) worth of parking for One hundred seventy dollars (\$170.00)

- b. All event parking is and will continue to be handled through the Special Events Committee.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.8 Penalties.

Any person who violates any provision of this section shall, upon conviction, be liable to the following penalties:

- a. For time limit and expired metered parking for areas not covered in (b) below: thirty-six dollars (\$36.00)
- b. For expired metered parking in fifteen (15) minute zones: fifty-five dollars (\$55.00)
- c. For parking in permit-only designated spaces without a permit: thirty dollars (\$30.00)
- d. For any other violations, the penalties shall be as prescribed in Chapter 1, Section 1-5 of the City Code, or by applicable State Statute.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.10 Guidelines.

The City Manager and his/her designee(s) is hereby authorized to develop and implement guidelines concerning operational enforcement and related issues, in accordance with the policies set forth in this section. Such guidelines may include the establishment of advertising rates on the meters and establishment of various zones. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.11 Metered Parking Appendix.

(reserved)

7-42 EMERGENCY AND TEMPORARY PARKING REGULATIONS.

7-42.1 Parking Temporarily Prohibited.

In accordance with the provisions of this section, no person shall park or stand any vehicle upon any streets or parts thereof in deference to an emergent or temporary regulation as posted.

- a. Upon declaration of an emergency, there shall be no parking upon streets or sections of streets where temporary emergent conditions exist with respect to highway and road conditions, weather, accidents, fires or public celebrations which dictate or require the avoidance of hazards or other conditions which interfere with the flow of traffic or safety and welfare of the general public.
- b. The herein listed personnel are hereby authorized and empowered to declare an emergency and direct the posting of emergency no parking signs: the City Manager (or designee), Police Chief (or highest ranking Officer), Fire Chief and the Director of the Department of Public Works.
- c. It shall be deemed to be reasonable notification to vehicles parked within the locations of the emergent condition by the posting of emergency/temporary regulation signs.
- d. Any unoccupied vehicle parked or standing in violation of this chapter shall be deemed a nuisance and hazard, and any police officer may provide for the removal of said

vehicle. The owner of the vehicle shall pay the costs for the removal and storage which may result from such removal before regaining possession of the vehicle.

- e. Any owner or other person legally entitled to the return of any vehicle removed by the Police Department shall be required to pay, in addition to the full amount of fees chargeable for towing and storing of said vehicle, any fines, interest, penalties and costs that may be imposed under the terms of N.J.S.A. 39:4-139.13a through d and the terms of this chapter.
- f. The amount of any unpaid fees, the payment of which is required hereunder, shall constitute a debt due to the City of Asbury Park and shall be collectible in the manner provided by law in a court of competent jurisdiction.
- g. Any member of the Police Department may cause the immobilization or impoundment of such a vehicle found within the jurisdiction of the City of Asbury Park, if there are any outstanding warrants against such vehicle.

7-42.2 Temporary Reservation of Parking Spaces.

Parking spaces may be reserved for commercial vehicles involved in moving, special events or large deliveries, or for construction purposes on a temporary basis. Personal uses are not allowed for temporary reservation. Temporary reservations will be enforced with cones, temporary no parking signs, or other methods as deemed suitable by the City Manager (or designee), Police Department or the Parking Utility.

a. Fees.

Temporary reservation of parking spaces can be purchased in 4, 8, 12 and 24-hour increments for commercial vehicles and daily for construction purposes in accordance with the following pricing (per space):

Area	4 hours	8 hours	12 hours	24 hours	Daily (Construction)
Non-metered space (approximately 20 feet in length)	N/A	N/A	N/A	N/A	\$5.00
CBD metered space (except Cookman Ave)	\$10.00	\$15.00	\$20.00	\$40.00	\$15.00
Cookman Avenue metered space	\$15.00	\$20.00	\$25.00	\$50.00	\$30.00
WRA metered space (except Ocean Ave)	\$10.00	\$15.00	\$20.00	\$40.00	\$15.00

Ocean Avenue metered space	\$15.00	\$20.00	\$25.00	\$50.00	\$30.00
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b. Time Limits.

Temporary reservation of a parking space for non-construction purposes may not exceed 24 hours, unless approved by resolution of the City Council.

c. Other Regulations.

1. Signs will be posted no less than 24 hours prior to the event in metered parking areas and no less than 48 hours prior to the event in non-metered parking areas.
2. All reservations must be received a minimum of 5 business days prior to the effective date. Reservations submitted less than five (5) business days prior to the event start date are subject to an expedited fee of \$25.00.
3. If the location of the address requested to be reserved is a non-metered space but is not a legal parking space (such as driveway, fire hydrant, within 25 feet from a crosswalk or intersection, or handicapped space), Parking Utility officers will post signs at the closest location at their discretion.
4. Temporary reservation of parking spaces does not recuse vehicles from observation of street cleaning/alternate side of the street parking regulations.
5. Temporary reservation of parking spaces for City construction in the public right-of-way are at no charge.
6. The approval of special event functions may result in an altered parking fee per space subject to review by the Special Events Committee in accordance with §4-10.4 of the City Code. The parking fee per space to be paid will be the higher of the two fees.

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

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

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

<u>Name of Street</u>	<u>Sides</u>	<u>Hours</u>	<u>Time Limit</u>	<u>Location</u>
<u>Summerfield Avenue</u>	<u>South</u>	<u>7:00 am – 6:00 pm</u>	<u>15-Minute</u>	<u>Beginning at a point 25 feet from the easterly curblin<u>e</u> of Main Street and extending to a point <u>44</u> feet easterly therefrom</u>

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

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

7-16 ANGLE PARKING.

No angle parking shall be permitted in the City of Asbury Park except at the locations described below that are designated for angle parking at an angle so indicated. (2000 Code § 7-16; Ord. No. 2461 § 1; Ord. No. 2778; Ord. No. 2983; Ord. No. 2016-31)

Angle Parking at a 45° Angle:		
<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Deal Lake Drive (Ord. No. 2016-31)	Westbound (along north side curb line)	Kingsley Street to NJ DOT Right-Of-Way
Fifth Avenue	South	Main Street to Memorial Drive

First Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
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7-16 Angle Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
First Avenue–Continued	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Fourth Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Grand Avenue	West	Cookman Avenue to Lake Avenue
Lake Avenue	South	a. Emory Street to St. James Place b. From Wesley Lake Drive to Bond Street (Ord. No. 2983)
Lake Avenue (Ord. No. 2983)	North	Grand Avenue to Bond Street
Mattison Avenue (Ord. No. 2983)	South	Main Street to Cookman Avenue (compact cars only)

Memorial Drive	West	Fifth Avenue to Sunset Avenue
Plaza Place	East	Entire length

7-16 Angle Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Second Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Eighth Avenue	South (Reverse Angle)	Webb Street to Kingsley Street
Seventh Avenue	On both sides of the center island of each street	Ocean Avenue to Kingsley Street
Sixth Avenue	On both sides of the center island of each street	Ocean Avenue to Kingsley Street
Sunset Avenue	North	Ocean Avenue to Kingsley Street
Third Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway, on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	

~~7-17 SEASONAL PARKING PERMITS.~~

~~—Specific information on seasonal parking permits may found on file in the City Offices.~~

~~(2000 Code §§ 7-17.1–7-17.9; Ord. No. 2335; Ord. No. 2874; Ord. No. 2906; Ord. No. 2936; Ord. No. 2982)~~

7-36 HANDICAPPED PARKING.**7-36.1 Handicapped Parking on Streets.**

a. In accordance with the provisions of N.J.S.A. 39:4-197, the following on-street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

b. That on or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

c. The City reserves the right to terminate the designation of a handicapped parking space at the City's discretion.

(2000 Code § 7-36.1; Ord. No. 2013 § 1; Ord. No. 2292 § 1; Ord. No. 2315 § 1; Ord. No. 2398; Ord. No. 2405; Ord. No. 2447; Ord. No. 2451 § 1; Ord. No. 2459 § 1; Ord. No. 2492; Ord. No. 2514; Ord. No. 2521; Ord. No. 2576; Ord. No. 2604; Ord. No. 2613; Ord. No. 2636; Ord. No. 2724; Ord. No. 2725; Ord. No. 2746; Ord. No. 2747; Ord. No. 2838; Ord. No. 2839; Ord. No. 2854; Ord. No. 2895; Ord. No. 2896; Ord. No. 2900; Ord. No. 2942; Ord. No. 2943; Ord. No. 2944; Ord. No. 2945; Ord. No. 2963; Ord. No. 2984; Ord. No. 2995; Ord. No. 3832; Ord. No. 3050; Ord. No. 3060; Ord. No. 3070; Ord. No. 3078; Ord. No. 3087; Ord. No. 3088; Ord. No. 2015-19; Ord. No. 2015-26; Ord. No. 2015-27; Ord. No. 2016-19; Ord. No. 2016-21; Ord. No. 2016-29; Ord. No. 2016-38)

7-36 Handicapped Parking		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Asbury Avenue (Ord. No. 3021)	South	Beginning at a point located 239 feet west of the southwest corner of Asbury Avenue and Comstock Street and extending 20 feet on center therefrom
Atkins Avenue	a. West	Beginning at a point 59 feet from the northwest corner of Bangs Avenue and Atkins Avenue and extending 25 feet northward therefrom

Atkins Avenue (Ord. No. 2854)	b. East	Beginning at a point located five (5) feet north of the church driveway (south side of church) in the 100 block of Atkins Avenue (east side of street) and continuing north for twenty-five (25) feet
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7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Atkins Avenue (Ord. No. 3087)	c. West	Beginning at a point located 76 feet north of the northwest corner of Springwood Avenue and Atkins Avenue and extending 20 feet on center therefrom
Bangs Avenue	a. South	Beginning at a point 33 feet from the southeast corner of Bangs Avenue and Emory Street, then continuing easterly for 24 feet along Bangs Avenue
Bangs Avenue	b. North	Beginning at a point 107 feet west from the northwest corner of Bangs Avenue and Main Street and extending 20 feet westerly therefrom
Bangs Avenue (Ord. No. 2984)	c. South	Beginning at a point 25 feet from the southwest corner of Emory Street and Bangs Avenue, proceeding westerly and extending 22 feet westerly
Bangs Avenue (Ord. No. 2984)	d. North	Beginning at a point 25 feet from the northwest corner of Bond Street and Bangs Avenue, proceeding westerly and extending 22 feet westerly
Bangs Avenue (Ord. No. 2978)	e. North	Beginning at a point located 80 feet west of the northwest corner of Bangs Avenue and DeWitt Avenue and extending 20 feet westerly therefrom
Bangs Avenue (Ord. No. 3044)	f. North	Beginning at a point located 147 feet east of the northeast corner of Bangs Avenue and Borden Avenue and extending 20 feet on center therefrom
Bergh Street (Ord. No. 3008)	East	Beginning at a point located 50 feet south of the southeast corner of Second Avenue and Bergh Street and extending 20 feet southerly on center therefrom
Comstock Street	East	Beginning at a point 153 feet from the northeast corner of Sunset Avenue and Comstock Street, proceeding northbound and extending 30 feet north
Cookman Avenue	a. South	Beginning at a point 265 feet west from the southwest corner of Cookman Avenue and Grand Avenue and extending 20 feet westerly therefrom
Cookman Avenue	b. South	Beginning at a point 25 feet east from the southeast corner of Cookman Avenue and Langford Street and extending 50 feet easterly therefrom

7-36 Handicapped Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Cookman Avenue (Ord. No. 2984)	c. South	Beginning at a point 68 feet from the southwest corner of Bond Street and Cookman Avenue, proceeding westerly and extending 22 feet westerly
Cookman Avenue (Ord. No. 2984)	d. North	Beginning at a point 47 feet from the southwest corner of Mattison Avenue and Cookman Avenue, proceeding westerly and extending 22 feet westerly
Deal Lake Drive (Ord. No. 2016-38)	South	4 Deal Lake Court, which handicapped parking space shall begin 105 feet East of the Southeast corner of Deal Lake Drive and Park Avenue and extend 20 feet East. Space should be 20 feet on center and located on the South side of Deal Lake Drive
DeWitt Avenue	a. East	Beginning at a point 47 feet northerly from the Neptune Township borderline and extending 23 feet northerly therefrom
DeWitt Avenue (Ord. No. 3832)	b. West	Beginning at a point located 30 feet from southwest corner of the driveway of 27 DeWitt Avenue and extending in a southerly direction 25 feet therefrom
DeWitt Avenue (Ord. No. 3023)	c. West	Beginning at a point located 148 feet south of the southwest corner of DeWitt Avenue and Springwood Avenue and extending 20 feet on center therefrom
Drury Lane	a. West	Beginning at a point 145 feet from the northwest corner of Sunset Avenue and Drury Lane proceeding northbound and extending 18 feet easterly
Drury Lane	b. West	Beginning at a point 184 feet from the northwest corner of Sunset Avenue and Drury Lane proceeding northbound and extending 18 feet easterly
Elizabeth Avenue (Ord. No. 3024)	a. East	Beginning at a point located 35 feet north of the northeast corner of Elizabeth Avenue and McKinley Place and extending 20 feet on center therefrom
Elizabeth Avenue (Ord. No. 3024)	b. East	Beginning at a point located 57 feet north of the northeast corner of Elizabeth Avenue and McKinley Place and extending 20 feet on center therefrom
Fifth Avenue (Ord. No. 3060)	South	Beginning at a point located 123 feet east of the southeast corner of Main Street and Fifth Avenue and extending 20 feet on center therefrom

7-36 Handicapped Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Fifth Avenue (Ord. No. 2015-07)	North	Beginning at a point located 165 feet east of the northeast corner of Fifth Avenue and Pine Street and extending 20 feet on center therefrom
First Avenue	a. South	Beginning at a point 100 feet east from the southeast corner of Comstock Street and First Avenue and extending 30 feet easterly therefrom
First Avenue	b. South	Beginning at a point 25 feet west from the southwest corner of First Avenue and Grand Avenue and extending 25 feet westerly therefrom
First Avenue (Ord. No. 3020)	c. North	Beginning at a point located 148 feet west of the northwest corner of First Avenue and Pine Street and extending 20 feet on center therefrom
First Avenue (Ord. No. 3078)	d. South	Beginning at a point located 94 feet west of the southwest corner of First Avenue and Comstock Street and extending 20 feet on center therefrom
Fourth Avenue (Ord. No. 2896)	a. North	Beginning at a point located 61 feet from the northwest corner of Fourth Avenue and Dunlewy Street and extending in a westerly direction for 30 feet therefrom
Fourth Avenue (Ord. No. 2896)	b. North	Beginning at a point 95 feet from the northwest corner of Fourth Avenue and Dunlewy Street and extending in a westerly direction for 30 feet therefrom
Grand Avenue	West	Beginning at a point located 25 feet south of the southwest corner of Grand Avenue and Asbury Avenue and extending 20 feet on center therefrom
Grand Avenue (Ord. No. 2016-29)	West	1109 Grand Avenue, which handicapped parking space shall begin 57 feet South of the Southwest corner of Grand Avenue and Fourth Avenue and extend 20 feet South. Space should be 20 feet on center and located on the West side of Grand Avenue
<u>Grand Avenue</u>	<u>West</u>	<u>Beginning at a point located 25 feet south of the southerly curblineline of Monroe Avenue and extending 22 feet south therefrom</u>

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Heck Street	a. West	Beginning at a point 200 feet from the southwest corner of Fourth Avenue and Heck Street and extending 25 feet southward therefrom
Heck Street (Ord. No. 3029)	b. East	Beginning at a point located 143 feet south of the southeast corner of Heck Street and Second Avenue and extending 20 feet on center therefrom
Kingsley Street (Ord. No. 2015-27)	North	Beginning at a point located 164 feet south of Kingsley Street's intersection with Deal Lake Drive and extending 20 feet on center therefrom, which space shall replace the City's current parking stall #1421.
Lake Avenue (Ord. No. 2984)	a. North	Beginning at a point 190 feet from the northwest corner of Press Plaza and Lake Avenue, proceeding westerly and extending 22 feet westerly
Lake Avenue (Ord. No. 2984)	b. North	Beginning at a point 215 feet from the northwest corner of Grand Avenue and Lake Avenue, proceeding westerly and extending 22 feet westerly
Lake Avenue (Ord. No. 2984)	c. North	Beginning at a point 25 feet from the northeast corner of Bond Street and Lake Avenue, proceeding easterly and extending 22 feet easterly
Lake Avenue (Ord. No. 2015-19)	d. North	Beginning at a point located 164 feet east of Press Plaza, positioned on the westbound side of Lake Avenue, and extending 20 feet on center therefrom
Langford Street (Ord. No. 2724)	West	Beginning at a point 137 feet in the northerly direction from the northwest corner of Third Avenue and Langford Street and extending north 25 feet therefrom
Main Street (Ord. No. 2839)	East	Beginning at a point located 25 feet from the northeast corner of the 700 block of Cookman Avenue and extending in a northerly direction 25 feet therefrom
Mattison Avenue (Ord. No. 2944)	a. East	Beginning at a point located 100 feet from the northeast corner of Mattison Avenue and Langford Street extending in an easterly direction 20 feet therefrom on center

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Mattison Avenue (Ord. No. 2984)	b. North	Beginning at a point 25 feet from the northwest corner of Bond Street and Mattison Avenue, proceeding westerly and extending 22 feet westerly
Mattison Avenue (Ord. No. 2984)	c. North	Beginning at a point 78 feet from the northwest corner of Emory Street and Mattison Avenue, proceeding westerly and extending 22 feet westerly
Monroe Avenue	a. South	Beginning at a point 79 feet from the southwest corner of Monroe Avenue and Emory Street and extending 35 feet westerly
Monroe Avenue (Ord. No. 2725)	b. South	Beginning at a point located 36 feet in the westerly direction from the southwest corner of Winn Avenue and Monroe Avenue and extending west 25 feet therefrom
Monroe Avenue (Ord. No. 2943)	c. West	Beginning at a point located 174 feet west of the southwest corner of Monroe Avenue and Grand Avenue extending in a westerly direction 20 feet on center therefrom
Monroe Avenue	d. South	Beginning at a point located 37 feet east of the sidewalk handicapped entrance ramp located at Monroe Avenue and Pine Street and extending 20 feet on center therefrom
<u>Monroe Avenue</u>	<u>e. North</u>	<u>Beginning at a point located 90 feet west of the westerly curbline of Heck Street and extending west 22 feet therefrom</u>
Ocean Avenue	a. East	Beginning at a point 72 feet north from the northeast corner of Sunset Avenue and Ocean Avenue and extending 20 feet northerly therefrom
Ocean Avenue	b. East	Beginning at a point 50 feet south from the southeast corner of Seventh Avenue and Ocean Avenue and extending 20 feet southerly therefrom
Ocean Avenue	c. East	Beginning at a point 35 feet from the northeast crosswalk of First Avenue and Ocean Avenue and extending 22 feet north therefrom
Ocean Avenue	d. East	Beginning at a point 35 feet from the northeast crosswalk of Second Avenue and Ocean Avenue and extending 22 feet north therefrom

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Ocean Avenue	e. East	Beginning at a point 29 feet from the northeast crosswalk of Fourth Avenue and Ocean Avenue and extending 44 feet north therefrom
Ocean Avenue	f. East	Beginning at a point 90 feet from the northeast crosswalk of Fifth Avenue and Ocean Avenue and extending 22 feet north therefrom
Ocean Avenue	g. East	Beginning at a point 82 feet from the southeast crosswalk of Sunset Avenue and Ocean Avenue and extending 22 feet south therefrom
Press Plaza (Ord. No. 2984)	West	Beginning at a point 50 feet from the northwest corner of Press Plaza and Lake Avenue, proceeding northerly and extending 22 feet northerly
Ridge Avenue (Ord. No. 2900)	North	Beginning at a point located 116 feet south of the southwest corner of Ridge Avenue and Stratford Street and extending in a southerly direction for 30 feet on the south side of the 100 block
Second Avenue	a. North	Beginning at a point 115 feet east from the northwest corner of Comstock Street and Second Avenue and extending 30 feet easterly therefrom
Second Avenue	b. South	Starting at a point 63 feet from the southwest center of Second Avenue and Comstock Street and extending 25 feet westerly therefrom
Sixth Avenue	a. North	Beginning at a point 365 feet from the western crosswalk line of Sixth Avenue and Memorial Drive, proceeding westerly and extending 10 feet west
Sixth Avenue	b. North	Beginning at a point 375 feet from the western crosswalk line of Sixth Avenue and Memorial Drive, proceeding westerly and extending 10 feet west
Sixth Avenue (Ord. No. 2963)	c. North	Beginning at a point located 188 feet east of the northeast corner of Park Avenue and Sixth Avenue and extending in an easterly direction 20 feet therefrom
Sixth Avenue (Ord. No. 3025)	d. South	Beginning at a point located 124 feet west of the southwest corner of Sixth Avenue and Park Avenue and extending 20 feet on center therefrom

7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Springwood Avenue (Ord. No. 2016-19)	North	1215 Springwood Avenue, Block 1103, Lot 48, which handicapped parking space shall begin 110 feet east of the northeast corner of Springwood Avenue and Borden Avenue and extend 20 feet east and the space should be 20 feet on center and located on the north side of Springwood Avenue
<u>Summerfield Avenue</u>	<u>South</u>	<u>Beginning at a point located 25 feet west of the westerly curblane of Bond Street and extending 22 feet westerly therefrom</u>
<u>Summerfield Avenue</u>	<u>South</u>	<u>Beginning at a point located 25 feet east of the easterly curblane of Bond Street and extending 20 feet easterly therefrom</u>
<u>Summerfield Avenue</u>	<u>South</u>	<u>Beginning at a point located 25 feet east of the westerly curblane of Grand Avenue and extending 22 feet westerly therefrom</u>
Sunset Avenue	North	Beginning at a point 220 feet from the northeast corner of Sunset Avenue and Comstock Street, proceeding easterly and extending 25 feet easterly
Third Avenue	a. North	Beginning at a point 58 feet east from the northeast corner of Third Avenue and Bridge Street and extending 20 feet easterly therefrom
Third Avenue	b. South	Beginning at a point 130 feet west from the southwest corner of Third Avenue and Langford Street and extending 30 feet westerly therefrom
Third Avenue	c. South	Beginning at a point 111 feet from the southwest corner of Third Avenue and Langford Street, extending 60 feet westerly therefrom
Third Avenue	d. South	Beginning at a point 180 feet from the southwest corner of Comstock Street and Third Avenue and extending 25 feet westerly
Third Avenue	e. South	Beginning at a point 84 feet from the southwest corner of Third Avenue and Langford Street and extending 85 feet westerly therefrom
Third Avenue	f. North	Beginning at a point located 91 feet north of the northeast corner of Third Avenue and Emory Street extending in a northeasterly direction 20 feet on center therefrom (Ord. No. 2942)
Third Avenue (Ord. No. 2016-21)	West	1310 Third Avenue, Block 1802, Lot 23, which handicapped parking space shall begin 277 feet west of the southwest corner of Third Avenue and New Street and extend 20 feet west; space should be 20

		feet on center and located on the south side of Third Avenue
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7-41 METERED PARKING.

7-41.1 Purpose.

The purpose of this section is to establish rates, schedules and policies in the metered and time-limit parking areas specified herein, and to permit the Asbury Park Parking Utility to establish procedures to be implemented pursuant to these policies. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.2 Definitions.

As used in this section:

Bangs Avenue Parking Garage shall mean the City-controlled 75 parking spots located within the Bangs Avenue Garage (located at 605 Bangs Avenue) that will be available to the public for monthly residential permits on a first come first served basis, with Zone 4 residents who have no off-street parking option(s) available to them having right of first refusal.

CBD shall mean the Central Business District Redevelopment Area, as designated and defined by the City.

Custom card shall mean a card that allows use for a certain period of time, and a certain number of uses. The user can park for the maximum parking duration (of up to 15 hours) for each use.

LPR (License Plate Recognition) is an image-processing technology used to identify vehicles by their license plates.

Non-Peak Season shall mean the time period from September 16th to May 14th of each year.

Pass/Permit shall mean prepaid parking via hang tags, stickers, Personal Identification Numbers (PINS), and/or Prepaid cards (Smart cards, Custom Cards and license plate recognition (LPR)).

Peak Season shall mean the time period from May 15th to September 15th of each year.

Personal Identification Number (PIN) shall mean a unique number that is purchased in bulk (minimum of 10), and can be utilized in the same manner as a Custom card for single day or multi-day events.

Smart card shall mean a prepaid parking card denoted by dollar value. A Smart Card does not have a use restriction, and can be reloaded at a machine.

WRA shall mean the Waterfront Redevelopment Area, as previously designated and defined by the City.

(Ord. No. 2982, Ord. No. 2015-55; Ord. No. 2016-25)

7-41.3 On-Street Metered Parking Schedules; Rates and Regulations.

a. On-Street Metered Parking.

The following regulations governing on-street metered parking, parking rates, time limits, and permit parking as set forth in the On-Street Metered Parking Schedule and the On-Street Metered Parking Rate Schedule are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Schedule (Subsection 7-41.3,a)							
Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Ocean Avenue	Asbury Avenue	Deal Lake Drive	9:00 am – Midnight 2:00 am	No Limit (Ord. No. 2015-55)	No	No	No
Kingsley Street	Asbury Avenue	Deal Lake Drive	9:00 am – Midnight 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Asbury Avenue	Ocean Avenue	Heck Street	9:00 am – Midnight 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
First Avenue	Ocean Avenue	Bergh Street	9:00 am – Midnight 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Second Avenue	Ocean Avenue	Bergh Street	9:00 am – Midnight 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Third Avenue	Ocean Avenue	Bergh Street	9:00 am – Midnight 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Fourth Avenue	Ocean Avenue	Bergh Street	9:00 am – Midnight 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Fifth Avenue	Ocean Avenue	Bergh Street Grand Avenue	9:00 am – Midnight 2:00 am	No Limit	No Yes – Zone restricted	No Yes – Zone restricted	Yes

Sunset Avenue	Ocean Avenue	Webb Street <u>Grand Avenue</u>	9:00 am – Midnight <u>2:00 am</u>	No Limit	No <u>Yes – Zone restricted</u>	No <u>Yes – zone restricted</u>	Yes
Sixth Avenue	Ocean Avenue	Webb Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Seventh Avenue	Ocean Avenue	Webb Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Eighth Avenue	Ocean Avenue	Webb Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Deal Lake Drive	Ocean Avenue	Webb Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes -- Zone restricted	Yes - Zone restricted	Yes
<u>Main Street</u>	<u>Springwood Avenue</u>	<u>Summerfield Avenue</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>No</u>	<u>Yes</u>
Cookman Avenue	Kingsley Street	Main Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted (10pm-10am)	Yes
Lake Avenue	Wesley Lake Drive	Bond Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

On-Street Metered Parking Schedule - Continued

(Subsection 7-41.3,a)

Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Mattison Avenue	Cookman Avenue	Main Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	No	No <u>Yes – Zone restricted (10pm-10am)</u>	Yes
Bangs Avenue	Cookman Avenue	Main Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	No	No <u>Yes – Zone restricted (10pm-10am)</u>	Yes
<u>Summerfield Avenue</u>	<u>Grand Avenue</u>	<u>Main Street</u>	9:00 am – Midnight <u>2:00 am</u>	<u>No Limit</u>	<u>Yes – Zone restricted</u>	<u>Yes – Zone restricted</u>	<u>Yes</u>
Bond Street	Summerfield Avenue	<u>Lake Avenue</u> <u>Asbury Park City Limits</u>	9:00 am – Midnight <u>2:00 am</u>	No Limit	No <u>Yes – Zone restricted (between Summerfield and Bangs Aves)</u>	No <u>Yes – Zone restricted (10pm-10am)</u>	Yes
Emory Street	Summerfield Avenue	Lake Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	No	<u>Yes – Zone restricted (10pm-10am)</u>	Yes

Wesley Lake Drive	Lake Avenue	Cookman Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
St. James Place	Lake Avenue	Cookman Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Heck Street (Ord. No. 2015-25 § 7)	Sewall Avenue	Cookman Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Heck Street West Side only (Ord. No. 2015-25 § 7)	Cookman Avenue	Lake Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
<u>Grand Avenue</u>	<u>Lake Avenue</u>	<u>Sewall Avenue</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>Yes – zone restricted</u>	<u>Yes</u>
<u>Monroe Avenue</u>	<u>Grand Avenue</u>	<u>Heck Street</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>Yes – zone restricted</u>	<u>Yes</u>
<u>Sewall Avenue</u>	<u>Grand Avenue</u>	<u>Heck Street</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>Yes – zone restricted</u>	<u>Yes</u>

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25)

b. On-Street Metered Parking Rate Schedules Adopted.

The parking rate schedules for on-street metered parking as set forth below are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Rate Schedules

(Subsection 7-41.3,b)

Metered Parking Rates CBD - Peak Season (May 15th - September 15th) (Subsection 7-41.3,b)				
Days	Times	Other CBD Spots (<u>except Cookman Avenue</u>)	Cookman Avenue (<u>between Main Street and Grand Avenue</u>)	Bangs Avenue Garage
Monday-Friday	9:00 am - 5:00 pm	\$0.75 <u>1</u> /hour	\$1/hour	\$0.75 <u>1</u> /hour
Monday-Thursday	5:00 pm - 12 <u>2</u> :00 am	\$1/hour	\$1/hour	\$1/hour

Friday	5:00 pm - 122 :00 am	\$2/hour	\$2/hour	\$2/hour
Saturday, Sunday	9:00 am – 122 :00 am	\$2/hour	\$2/hour	\$2/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates CBD - Non-Peak Season

(September 16th – ~~May~~ November 14⁵th, March 15th – May 14th)

(Subsection 7-41.3,b)

Days	Times	Other CBD Spots (except Cookman Avenue)	Cookman Avenue (between Main Street and Grand Avenue)	Bangs Avenue Garage
Monday-Friday	9:00 am - 5:00 pm	\$0.50/hour	\$1/hour	\$0.50/hour
Monday-Thursday	5:00 pm - 122 :00 am	\$1/hour	\$1/hour	\$1/hour
Friday, Saturday	5:00 pm - 122 :00 am	\$1/hour	\$2/hour	\$1/hour
Saturday	<u>9:00 am – 2:00 am</u>	<u>\$1/hour</u>	<u>\$2/hour</u>	<u>\$1/hour</u>
Saturday , Sunday	9:00 am – 122 :00 am	\$1/hour	\$1/hour	\$1/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates CBD - Winter Season

(November 16th, March 14th)

(Subsection 7-41.3,b)

<u>Days</u>	<u>Times</u>	<u>CBD Spots (except Cookman Avenue)</u>	<u>Cookman Avenue (between Main Street and Grand Avenue)</u>	<u>Bangs Avenue Garage</u>
<u>Monday-Friday</u>	<u>9:00 am - 5:00 pm</u>	<u>\$0.25/hour</u>	<u>\$0.25/hour</u>	<u>\$0.25/hour</u>
<u>Monday-Thursday, Sunday</u>	<u>5:00 pm - 2:00 am</u>	<u>\$0.50/hour</u>	<u>\$0.50/hour</u>	<u>\$0.50/hour</u>
<u>Friday</u>	<u>5:00 pm - 2:00 am</u>	<u>\$1.00/hour</u>	<u>\$2.00/hour</u>	<u>\$1.00/hour</u>
<u>Saturday</u>	<u>9:00 am – 2:00 am</u>	<u>\$1.00/hour</u>	<u>\$2.00/hour</u>	<u>\$1.00/hour</u>
<u>Sunday</u>	<u>9:00 am – 5:00 pm</u>	<u>\$1.00/hour</u>	<u>\$1.00/hour</u>	<u>\$1.00/hour</u>

Metered Parking Rates WRA - Peak Season**(May 15th - September 15th)**

(Subsection 7-41.3,b)

Days	Times	Other WRA Spots (<u>except Ocean Avenue</u>)	Ocean Avenue
Monday-Thursday	9:00 am – 12 2:00 am	\$1.00/hour	\$2.00/hour
Friday	9:00 am - 5:00 pm	\$1.00/hour	\$2.00/hour
Friday	5:00 pm - 12 2:00 am	\$2.00/hour	\$2.00/hour
Saturday, Sunday	9:00 am – 12 2:00 am	\$2.00/hour	\$2.00/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates WRA - Non-Peak Season**(~~September 16th – May 14th~~ March 15th – May 14th, September 16th – November 15th)**

(Subsection 7-41.3,b)

Days	Times	Other WRA Spots (<u>except Ocean Avenue</u>)	Ocean Avenue
All	9:00 am – 12 2:00 am	\$1.00/hour	\$2.00/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates WRA - Winter Season**(November 16th – March 14th)**(Subsection 7-41.3,b)

<u>Days</u>	<u>Times</u>	<u>WRA Spots (except Ocean Avenue)</u>	<u>Ocean Avenue</u>
<u>Monday-Thursday</u>	<u>9:00 am – 2:00 am</u>	<u>\$0.25/hour</u>	<u>\$0.50/hour</u>
<u>Friday</u>	<u>9:00 am – 5:00 pm</u>	<u>\$0.25/hour</u>	<u>\$0.50/hour</u>
<u>Friday</u>	<u>5:00 pm – 2:00 am</u>	<u>\$1.00/hour</u>	<u>\$2.00/hour</u>
<u>Saturday</u>	<u>9:00 am – 2:00 am</u>	<u>\$1.00/hour</u>	<u>\$2.00/hour</u>
<u>Sunday</u>	<u>9:00 am – 2:00 am</u>	<u>\$0.50/hour</u>	<u>\$1.00/hour</u>

c. \$10.00 per Day Option.

The City shall offer \$10.00 per day parking for metered parking spaces. The \$10.00 per day option for on-street permit parking is not permitted in any area(s) where metered parking is set at \$2.00 or more per hour the CBD (Zone 4) or along Ocean Avenue. (Ord. No. 2982; Ord. No. 2015-55 § 3,c,2)

d. 15-minute Parking

All zones shall have ~~30~~15-minute parking rates which shall be one-half quarter of the ~~sixty~~60-minute parking rate but never less than ~~fifty~~twenty-five cents per hour.

e. Handicapped Metered Parking Spaces

For purposes of compliance with N.J.S.A. 39:4-207, no penalty shall be imposed for the parking overtime of persons and/or vehicles covered by N.J.S.A. 39:4-207, so long as the maximum time shall have been purchased, and so long as said individual and/or vehicle shall have been parked in one location for not more than 24 hours.

The parking rate for handicapped designated parking spaces shall be free at all times for any motor vehicle which has displayed thereon a placard or wheelchair symbol license plates.

7-41.4 City Controlled Metered Parking Lots.

a. City Controlled Metered Parking Lot Schedules Adopted.

The City hereby establishes metered parking in the City controlled parking lots referenced in the City Controlled Metered Parking Lot Schedules. (Ord. No. 2015-11; Ord. No. 2016-25)

City Controlled Metered Parking Lot Schedule – Locations and Regulations (Subsection 7-41.4,a)					
Name	Location	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Asbury Park Municipal Parking Lot (City Hall)	One Municipal Plaza	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Bangs Avenue Parking Garage	605 Bangs Avenue	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Transportation Center Parking Lot	Parking lot situated immediately to the south of the Asbury Park Transportation Center	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

Memorial Drive Parking	Parking lot situated immediately to the west of City Hall/Transportation Center (west side of railroad tracks)	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
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(Ord. No. 2015-11; Ord. No. 2015-25; Res. No. 2015-217; Ord. No. 2015-55; Ord. No. 2016-25)

b. City Controlled Metered Parking Lot Rates

City Controlled Metered Parking Lot Rates (Subsection 7-41.4,b)			
Name	Location	Metered Parking Duration	Meter Rate
Asbury Park Municipal (City Hall) Parking Lot	One Municipal Plaza	Weekdays (M-F): 5 p.m. – midnight <u>2 a.m.</u> Saturdays, Sundays and Holidays: 9 a.m. – midnight <u>2 a.m.</u>	\$1.00 per 60 minutes \$10.00 per day
Transportation Center Parking Lot	Parking lot situated immediately to the south of the Asbury Park Transportation Center	Weekdays (M-F): 5 p.m. – midnight <u>2 a.m.</u> Saturdays, Sundays and Holidays: 9 a.m. – midnight <u>2 a.m.</u>	\$1.00 per 60 minutes \$10.00 per day
Memorial Drive Parking Lot	Parking lot situated immediately to the west of City Hall/Transportation Center (west side of railroad tracks)	Weekdays (M-F): 5 p.m. – midnight <u>2 a.m.</u> Saturdays, Sundays and Holidays: 9 a.m. – midnight <u>2 a.m.</u>	\$1.00 per 60 minutes \$10.00 per day
Bangs Avenue Parking Garage	605 Bangs Avenue	Weekdays (M-F): 6 p.m. – midnight <u>2 a.m.</u> Saturdays, Sundays and Holidays: 9 a.m. – midnight <u>2 a.m.</u>	\$1.00 per 60 minutes \$10.00 per day

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.5 ~~Fee Schedule for~~ Residential and Employee Permits Schedules, Fees and Regulations.

Residential and Employee Permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

<u>Zone</u>	<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Side</u>	<u>Permit Parking Duration</u>	<u>Employee Passes Allowed</u>	<u>Residential Permits Allowed</u>
<u>Zone 1</u>	<u>Kingsley Street</u>	<u>Sixth Avenue</u>	<u>Deal Lake Drive</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
<u>Zone 1</u>	<u>Sixth Avenue</u>	<u>Ocean Avenue</u>	<u>Webb Street</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
<u>Zone 1</u>	<u>Seventh Avenue</u>	<u>Ocean Avenue</u>	<u>Webb Street</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
<u>Zone 1</u>	<u>Eighth Avenue</u>	<u>Ocean Avenue</u>	<u>Webb Street</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
<u>Zone 1</u>	<u>Deal Lake Drive</u>	<u>Ocean Avenue</u>	<u>Webb Street</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
<u>Zone 2</u>	<u>Cookman Avenue</u>	<u>Heck Street</u>	<u>Asbury Avenue</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
<u>Zone 2</u>	<u>Heck Street</u>	<u>Sewall Avenue</u>	<u>Lake Avenue</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
<u>Zone 2</u>	<u>St. James Place</u>	<u>Cookman Avenue</u>	<u>Lake Avenue</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>
<u>Zone 2</u>	<u>Wesley Lake Drive</u>	<u>Cookman Avenue</u>	<u>Lake Avenue</u>	<u>Both</u>	<u>All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)</u>	<u>5-Day, 7-Day</u>	<u>Yes – Zone restricted</u>

Zone 2	Lake Avenue	Heck Street	Wesley Lake Drive	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Grand Avenue	Monroe Avenue	Sewall Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Monroe Avenue	Grand Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Sewall Avenue	Grand Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 3	Asbury Avenue	Ocean Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	First Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Second Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Third Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Fourth Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Lake Avenue	Bond Street	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee), 9:00 am – 5:30 pm (7-Day Employee, Sept. 16 – May 14, Monday-Thursday, between Grand Ave. and Heck St.)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Grand Avenue	Cookman Avenue	Lake Avenue	Both	9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Bond Street	Summerfield Avenue	Bangs Avenue	Both	9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted

					(7-Day Employee), 10:00 pm-10:00am (Residential)		
Zone 4	Bond Street	Bangs Avenue	Lake Avenue	Both	10:00 pm-10:00am (Residential)	No	Yes – Zone restricted
Zone 4	Mattison Avenue	Main Street	Cookman Avenue	Both	10:00 pm-10:00am (Residential)	No	Yes – Zone restricted
Zone 4	Emory Street	Summerfield Avenue	Bangs Avenue	Both	All Times (Residential) – 3-Hour Time Limit	No	Yes – Zone restricted
Zone 4	Emory Street	Lake Avenue	Bangs Avenue	Both	10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted
Zone 4	Summerfield Avenue	Main Street	Grand Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Main Street	Lake Avenue	Summerfield Avenue	Both	10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted
Zone 4	City Hall Lot	Cookman Avenue	Bangs Avenue	N/A	Monday – Friday 5:00 pm – 2:00 am, Weekends/ Holidays 9:00 am – 2:00 am (Residential), 5:00 pm – 2:00 am (7-Day Employee)	7-Day	Yes – Zone restricted
Zone 4	Transportation Center Lot	Cookman Avenue	Springwood Avenue	N/A	9:00 am – 2:00 am (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Memorial Drive Lot	Springwood Avenue	Bangs Avenue	N/A	9:00 am – 2:00 am (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 5	First Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Third Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Fourth Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Fifth Avenue	Grand Avenue	Bergh Street	Both	All Times (Residential), Residential-Only (5:00 pm – 8:00 am)– South Side	No	Yes – Zone restricted
Zone 5	Sunset Avenue	Grand Avenue	Webb Street	Both	All Times (Residential), Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Eighth Avenue	Park Avenue	Webb Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted

The following fee schedule for residential and employee permits is hereby approved and adopted for use within the various Zones of the City described above. ~~(which Zones have been previously designated and which are shown on a Map which is attached hereto as Schedule "B"):~~

a. Fees for Residential Parking Permits.

1. Zones 1, 2, 3 and 5: \$90/year (Permit #1); \$120/year (Permit #2); \$150/year (Permit #3)*; and \$180/year (Permit #4)*.

* Only permitted in approved extenuating circumstances, such as where there exist more than two resident drivers with cars per dwelling unit, subject to City verification.

2. Zone 4 –Bangs Avenue Parking Garage - \$75/month.

3. Zone 4 -\$90/year (Permit #1); \$120/year (Permit #2).

4. Additional regulations concerning residential and employee permits are set forth in Section Five below.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02)

b. Fees for Employee Parking Permits:

1. 5-day card: \$120/year, or \$10/month; and

2. 7-day card: \$180/year, or \$15/month.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02; Ord. No. 2016-25)

dc. Residential Parking Permits Regulations.

Residential parking permits, which shall be in the form of hang tags, stickers, or license plate recognition (LPR), shall be allowed in Zones 1, 2, 3, and 4, and 5, as shown on the City Map(s) found at the end of this section titled "Residential Parking Map."

1. In Zones 1, 2, ~~and 3~~ and 5, all residential permits shall be limited to one (1) per dwelling unit unless the owner demonstrates a lack of garage and/or driveway area, subject to City verification. In such cases, there shall be a limit of two (2) per dwelling unit. In circumstances where additional resident drivers with cars occupy a dwelling unit, or in other approved extenuating circumstances, then up to two (2) additional permits can be awarded subject to City verification.

2. All Zone 4 residential permits are limited to residents that demonstrate a lack of off-street parking access (garage, driveway, surface lot, or other off-street parking), subject to City verification. Access to one (1) off-street parking spot limits the resident to one (1) permit per unit dwelling. Residents with access to zero (0) off-street parking spots shall be limited to two (2) permits per dwelling unit.

ed. Employee Parking Permits Regulations.

Employee permits shall be allowed in Zones 1, 2, 3, and 4, as shown on the City Map(s) found at the end of this section titled "5 Day Parking Map" and "7 Day Parking Map" with use of pre-programmed smart cards that can be purchased monthly or annually.

1. 5 Day Card.

There will be a 5-day card valid Monday through Friday from 9 a.m. to 5:30 p.m. in all Zones. In Zone 4, parking is allowed on Lake Avenue between Bond Street and Heck Street, Bond Street between Summerfield Avenue and Bangs Avenue, Grand Avenue between Lake Avenue and Cookman Avenue, and the Transportation Center and Memorial Drive parking lots. In Zones 1, 2, and 3, employee parking is allowed as indicated on the City map "5 Day Parking Map" found at the end of this section.

2. 7 Day Card.

A 7-day card will be valid in all locations and times as the 5-Day card but also valid on Mondays through Fridays from 5:30 p.m. to 12:00 a.m. and all day weekends/holidays. In Zone 4, during these times parking will only be allowed in the Municipal, Transportation Center, and Memorial Drive parking lots. In Zone 4, parking will also be allowed on Lake Avenue, between Grand Avenue and Heck Street, on Mondays through Thursdays from 9:00 a.m. to 12:00 a.m., during the non-peak season. In Zones 1, 2, and 3, employee parking is allowed as indicated on the City map "7 Day Parking Map" found at the end of this section.

f. Proof of Residency or Employment.

Legal proof of residence or employment shall be required for all permits. In addition, proof that the vehicle is associated with the particular dwelling unit shall be required for residential parking permits.

f. Special Permits

The Asbury Park Board of Education shall be provided with no more than fifty special permits gratis per school year in order to accommodate faculty and staff parking along Summerfield Avenue.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.6 General Metered Parking Regulations.

The following general regulations shall be applicable within the City:

a. Amendments to Rates.

The Governing Body shall be authorized to temporarily amend the parking rates set forth herein through the adoption of a Resolution for years 2016 and later. Said amendments may be based upon the results of the demand pricing model or as otherwise needed.

b. Suspension of Metered Parking; Holidays, Approval by City.

Metered parking shall be suspended on the following holidays:

1. New Year's Day;
2. Veteran's Day;
3. Thanksgiving Day;
4. Christmas Day; and
5. Other dates/time periods as approved by the City Council by Resolution.

~~c. Commencement of Metered Rates and Regulations.~~

~~The metered rates set forth herein shall take effect in the respective areas when all of the following actions have been completed by the Parking Utility:~~

- ~~1. Striping and numbering of on-street and off-street parking spaces;~~
- ~~2. Installation of meters; and~~
- ~~3. Notification of public via publication in an official newspaper as required by law and posting on City website.~~

~~d. Residential Parking Permits.~~

~~Residential parking permits, which shall be in the form of hang tags, stickers, or license plate recognition (LPR), shall be allowed in Zones 1, 2, 3, and 4, as shown on the City Map(s) found at the end of this section titled "Residential Parking Map."~~

~~1. In Zones 1, 2 and 3, all residential permits shall be limited to one (1) per dwelling unit unless the owner demonstrates a lack of garage and/or driveway area, subject to City verification. In such cases, there shall be a limit of two (2) per dwelling unit. In circumstances where additional resident drivers with cars occupy a dwelling unit, or in other approved extenuating circumstances, then up to two(2) additional permits can be awarded subject to City verification.~~

~~2. All Zone 4 residential permits are limited to residents that demonstrate a lack of off-street parking access (garage, driveway, surface lot, or other off-street parking), subject to City verification. Access to one (1) off-street parking spot limits the resident to one (1) permit per unit dwelling. Residents with access to zero (0) off-street parking spots shall be limited to two (2) permits per dwelling unit.~~

~~e. Employee Parking Permits.~~

~~Employee permits shall be allowed in Zones 1, 2, 3, and 4, as shown on the City Map(s) found at the end of this section titled "5 Day Parking Map" and "7 Day Parking Map" with use of pre-programmed smart cards that can be purchased monthly or annually.~~

~~1. 5 Day Card.~~

~~There will be a 5-day card valid Monday through Friday from 9 a.m. to 5:30 p.m. in all Zones. In Zone 4, parking is allowed on Lake Avenue between Bond Street and Heck Street, Bond Street between Summerfield Avenue and Bangs Avenue, Grand Avenue between Lake Avenue and Cookman Avenue, and the Transportation Center and Memorial Drive parking~~

~~lots. In Zones 1, 2, and 3, employee parking is allowed as indicated on the City map "5 Day Parking Map" found at the end of this section.~~

~~2. 7 Day Card.~~

~~A 7 day card will be valid in all locations and times as the 5 Day card but also valid on Mondays through Fridays from 5:30 p.m. to 12:00 a.m. and all day weekends/holidays. In Zone 4, during these times parking will only be allowed in the Municipal, Transportation Center, and Memorial Drive parking lots. In Zone 4, parking will also be allowed on Lake Avenue, between Grand Avenue and Heck Street, on Mondays through Thursdays from 9:00 a.m. to 12:00 a.m., during the non-peak season. In Zones 1, 2, and 3, employee parking is allowed as indicated on the City map "7 Day Parking Map" found at the end of this section.~~

~~f. Proof of Residency or Employment.~~

~~Legal proof of residence or employment shall be required for all permits. In addition, proof that the vehicle is associated with the particular dwelling unit shall be required for residential parking permits.~~

~~(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)~~

7-41.7 Additional Fees and Policies; Discounts and Smart Cards; Event Parking.

The following additional fees and policies are hereby established:

a. Smart Cards.

The City of Asbury Park offers the following discount on the initial purchase of smart cards to encourage use by all residents. Such discounted smart cards shall be available at the headquarters of the Parking Utility.

1. Fifty dollars (\$50.00) worth of parking for forty-five dollars (\$45.00).
2. Seventy-five dollars (\$75.00) worth of parking for sixty-five dollars (\$65.00).
3. One hundred dollars (\$100.00) worth of parking for eighty-five (\$85.00).
4. Two hundred dollars (\$200.00) worth of parking for One hundred seventy dollars (\$170.00)

b. All event parking is and will continue to be handled through the Special Events Committee.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.8 Penalties.

Any person who violates any provision of this section shall, upon conviction, be liable to the following penalties:

a. For time limit and expired metered parking for areas not covered in (b) below: thirty-six dollars (\$36.00)

b. For expired metered parking in fifteen (15) minute zones: fifty-five dollars (\$55.00)

c. For parking in permit-only designated spaces without a permit: thirty dollars (\$30.00)

ed. For any other violations, the penalties shall be as prescribed in Chapter 1, Section 1-5 of the City Code, or by applicable State Statute.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.10 Guidelines.

The City Manager and his/her designee(s) is hereby authorized to develop and implement guidelines concerning operational enforcement and related issues, in accordance with the policies set forth in this section. Such guidelines may include the establishment of advertising rates on the meters and establishment of various zones. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

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Residential Parking Map

(See separate file)

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5 Day Parking Map

(See separate file)

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7 Day Parking Map

(See separate file)

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7-41.11 Metered Parking Appendix.

(reserved)

~~Asbury Park, New Jersey~~
~~ORDINANCE NO. 2016-37~~

**~~AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER VII "TRAFFIC",
SUBSECTION 7-41 "METERED PARKING" OF THE "REVISED GENERAL
ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."~~**

~~WHEREAS~~, on May 13, 2015, the City Council of the City of Asbury Park adopted Ordinance 2015-11, which established subsection 7-41 "Metered Parking"; and

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

- ~~1. In addition to the current hourly parking rates in the following zones we are adding an option of \$10 flat rate a day in Zone 1 (not Ocean Ave), 2, 3 not 4(CBD).~~
- ~~2. All zones shall have 30 minute parking which shall be one half of the sixty minute parking rate but never less than fifty cents~~
- ~~3. 300 Block Resident parking All year; Between 5:00 PM and 8:00 AM; Specific blocks of North side of First Avenue, Third Avenue, Fourth Avenue between Bergh and Heck Street; South Side of Fifth Avenue between Bergh and Heck Street; North Side of Sunset, Eighth Avenue between Webb and Park between the hours of 5:00 PM and 8:00 AM subject to the following:

 - ~~a. The fee schedule for residential permits is as follows: \$90/year (Permit #1); \$120/year (Permit #2); \$150/year (Permit #3); and \$180/year (Permit #4, which is only permitted in approved extenuating circumstances, such as where there exist more than two resident drivers with cars per dwelling unit, subject to City verification);~~
 - ~~b. Residential parking permits shall be in the form of hang tags, stickers, or license plate recognition (LPR);~~
 - ~~c. Residential parking permits shall be limited to one (1) per dwelling unit unless the owner demonstrates a lack of garage and/or driveway area, subject to City verification. In such cases, there shall be a limit of two (2) per dwelling unit. In circumstances where additional resident drivers with cars occupy a dwelling unit, or in other approved extenuating circumstances, then up to two (2) additional permits can be awarded subject to City verification;~~
 - ~~d. Legal proof of residence or employment shall be required for all permits. In addition, proof that the vehicle is associated with the particular dwelling unit shall be required for residential parking permits.~~~~

Adopted: September 14, 2016

7-42 EMERGENCY AND TEMPORARY PARKING REGULATIONS.

7-42.1 Parking Temporarily Prohibited.

In accordance with the provisions of this section, no person shall park or stand any vehicle upon any streets or parts thereof in deference to an emergent or temporary regulation as posted.

- a. Upon declaration of an emergency, there shall be no parking upon streets or sections of streets where temporary emergent conditions exist with respect to highway and road conditions, weather, accidents, fires or public celebrations which dictate or require the avoidance of hazards or other conditions which interfere with the flow of traffic or safety and welfare of the general public.
- b. The herein listed personnel are hereby authorized and empowered to declare an emergency and direct the posting of emergency no parking signs: the City Manager (or designee), Police Chief (or highest ranking Officer), Fire Chief and the Director of the Department of Public Works.
- c. It shall be deemed to be reasonable notification to vehicles parked within the locations of the emergent condition by the posting of emergency/temporary regulation signs.
- d. Any unoccupied vehicle parked or standing in violation of this chapter shall be deemed a nuisance and hazard, and any police officer may provide for the removal of said vehicle. The owner of the vehicle shall pay the costs for the removal and storage which may result from such removal before regaining possession of the vehicle.
- e. Any owner or other person legally entitled to the return of any vehicle removed by the Police Department shall be required to pay, in addition to the full amount of fees chargeable for towing and storing of said vehicle, any fines, interest, penalties and costs that may be imposed under the terms of N.J.S.A. 39:4-139.13a through d and the terms of this chapter.
- f. The amount of any unpaid fees, the payment of which is required hereunder, shall constitute a debt due to the City of Asbury Park and shall be collectible in the manner provided by law in a court of competent jurisdiction.
- g. Any member of the Police Department may cause the immobilization or impoundment of such a vehicle found within the jurisdiction of the City of Asbury Park, if there are any outstanding warrants against such vehicle.

7-42.2 Temporary Reservation of Parking Spaces.

Parking spaces may be reserved for commercial vehicles involved in moving, special events or large deliveries, or for construction purposes on a temporary basis. Personal uses are not allowed for temporary reservation. Temporary reservations will be enforced with cones, temporary no

parking signs, or other methods as deemed suitable by the City Manager (or designee), Police Department or the Parking Utility.

a. Fees.

Temporary reservation of parking spaces can be purchased in 4, 8, 12 and 24-hour increments for commercial vehicles and daily for construction purposes in accordance with the following pricing (per space):

<u>Area</u>	<u>4 hours</u>	<u>8 hours</u>	<u>12 hours</u>	<u>24 hours</u>	<u>Daily (Construction)</u>
<u>Non-metered space (approximately 20 feet in length)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$5.00</u>
<u>CBD metered space (except Cookman Ave)</u>	<u>\$10.00</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$40.00</u>	<u>\$15.00</u>
<u>Cookman Avenue metered space</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$30.00</u>
<u>WRA metered space (except Ocean Ave)</u>	<u>\$10.00</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$40.00</u>	<u>\$15.00</u>
<u>Ocean Avenue metered space</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$30.00</u>

b. Time Limits.

Temporary reservation of a parking space for non-construction purposes may not exceed 24 hours, unless approved by resolution of the City Council.

c. Other Regulations.

1. Signs will be posted no less than 24 hours prior to the event in metered parking areas and no less than 48 hours prior to the event in non-metered parking areas.
2. All reservations must be received a minimum of 5 business days prior to the effective date. Reservations submitted less than five (5) business days prior to the event start date are subject to an expedited fee of \$25.00.
3. If the location of the address requested to be reserved is a non-metered space but is not a legal parking space (such as driveway, fire hydrant, within 25 feet from a crosswalk or intersection, or handicapped space), Parking Utility officers will post signs at the closest location at their discretion.
4. Temporary reservation of parking spaces does not recuse vehicles from observation of street cleaning/alternate side of the street parking regulations.
5. Temporary reservation of parking spaces for City construction in the public right-of-way are at no charge.

6. The approval of special event functions may result in an altered parking fee per space subject to review by the Special Events Committee in accordance with §4-10.4 of the City Code. The parking fee per space to be paid will be the higher of the two fees.



Minutes
Meeting of the Municipal Council
Wednesday, April 12, 2017
WORK SESSION

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

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

Announcement by the City Clerk

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

City Manager Capabianco had nothing to report.

Special Event Applications

Leesha Floyd reviewed the special event applications with the Council.

Items to be presented by Seaview Investments

1. Presentation by Seaview Investments of handicapped ramp for 1105 Memorial Drive in Public R-O-W

Mark Steinberg, Esquire was present on behalf of the applicant. He discussed his proposal for the Habitat for Humanity with the City Council.

Review of Agenda Items for April 12, 2017 Regular Meeting

City Manager Capabianco reviewed the agenda items for this evenings meeting.

Matters from City Council

Mayor Moor stated that the Board of Education expressed a desire to create a student Council. April 28 is walk a child to school. Volunteers are being sought. He asked for follow-up on several matters from the City Manager. He recongized the volunteers of the JET program.

Council Member Kendle stated that this Saturday the little league is having opening day. The public is invited to attend. This Monday the Recreation Committee and Boys Club is holding a Fun Day at Springwood Ave. Park. He wished everyone a good Easter.

1. Mayor's Wellness Committee

Mayor Moor announced starting a Wellness Committee. The City is looking for volunteers. The Committee to help City and residents to comit to a healthy lifestyle.

Matters from City Manager

City Manager Capabianco had no matters to discuss.

Matters from City Attorney

Frederick Raffetto, Esquire had not matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

C.1.b



Attachment:

Packet Pg. 4

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

PHONE: (732) 775 - 2100
FAX: (732) 775 - 0441



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

MICHAEL CAPABIANCO, CITY MANAGER

MEMO

To: City Council

CC: Michael Capabianco, City Manager
Frederick Rafetto, City Attorney

From: Michele Alonso, PP, AICP, Director of Planning and Redevelopment

Date: April 6, 2017

Re: License Agreement to permit bicycle racks, benches, garbage cans and landscaping in
R-O-W of Tax Block 2804

This memo is an update to the presentation I had made the previous month to the Municipal Council on bicycle racks, benches, garbage cans for Tax Block 2804 in association with the development of a Dollar Tree retail store and a mixed use building (1101 and 1183 Main Street).

It was requested that the Transportation Planner and myself relook at the layout for street amenities in order to develop a compromise scheme between the desire of the planning board and what is required by the redevelopment plan. The current plan that is part of the proposed license agreement differs from the one I presented last month in that the placement of the bike racks, benches and garbage/recycling cans, but two has changed. The bike capacity remains the same. We are satisfied with the new plan in that it increases bike capacity and adds benches to the sidewalk area; however, the amenities would be better served by the public on the main commercial thoroughfares.

The plan has been revised to include four inverted U shaped bike racks on Third and Fourth Avenues up against the proposed buildings. Each bike rack grouping has a capacity of 8 bicycles. Also in each area will be a bench. It is unclear which direction the bench will face-the street or the wall. Next to each bench is trash/recycle bin. There is also two trash/recycling bins proposed on Main Street-one near the door of the Dollar Tree and one near one of the proposed retail entrances for the mixed use building. There are no bike racks or benches proposed for Main Street.

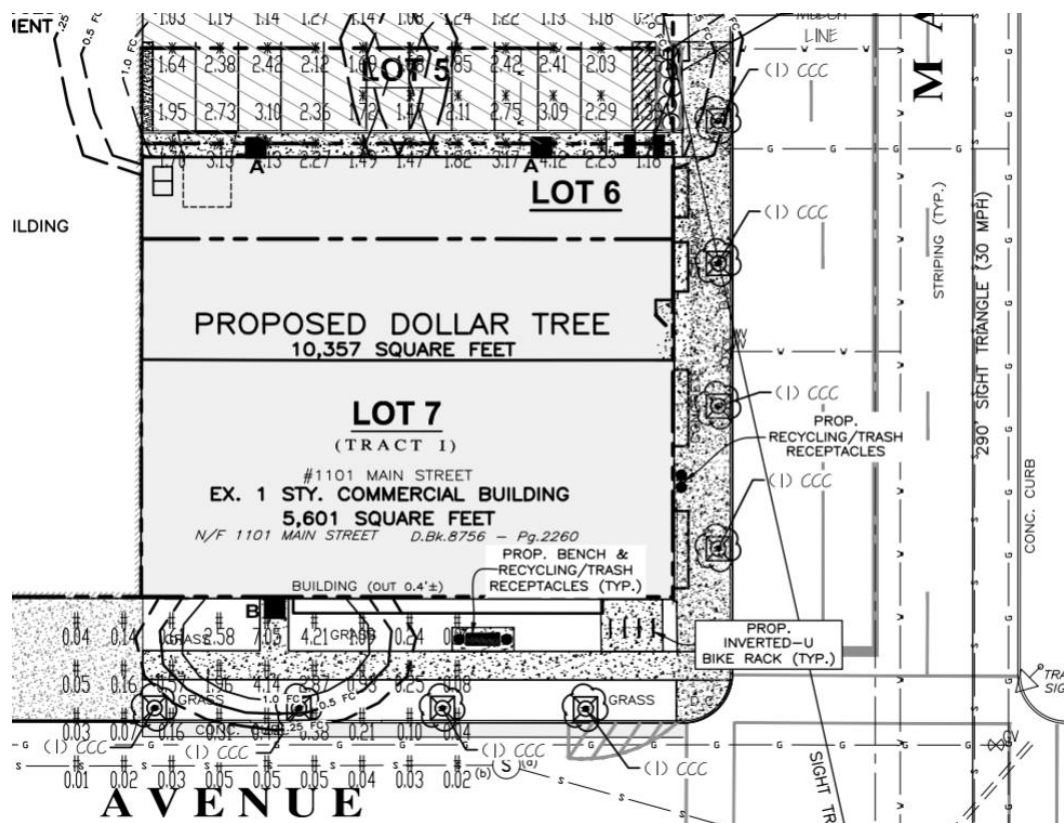
We also recommended that the applicant place a bike rack on-site for bike storage for tenants of the residential building. He has voluntarily agreed and shows a wave style bike rack that can hold 7 bicycles. The total bike capacity shall be 7 spaces off street and 16 on street.

The applicant also agreed to use the design required by the redevelopment plan for benches, bike racks and trash cans. The wave bike rack that was recommended by the planning board does not fit in the

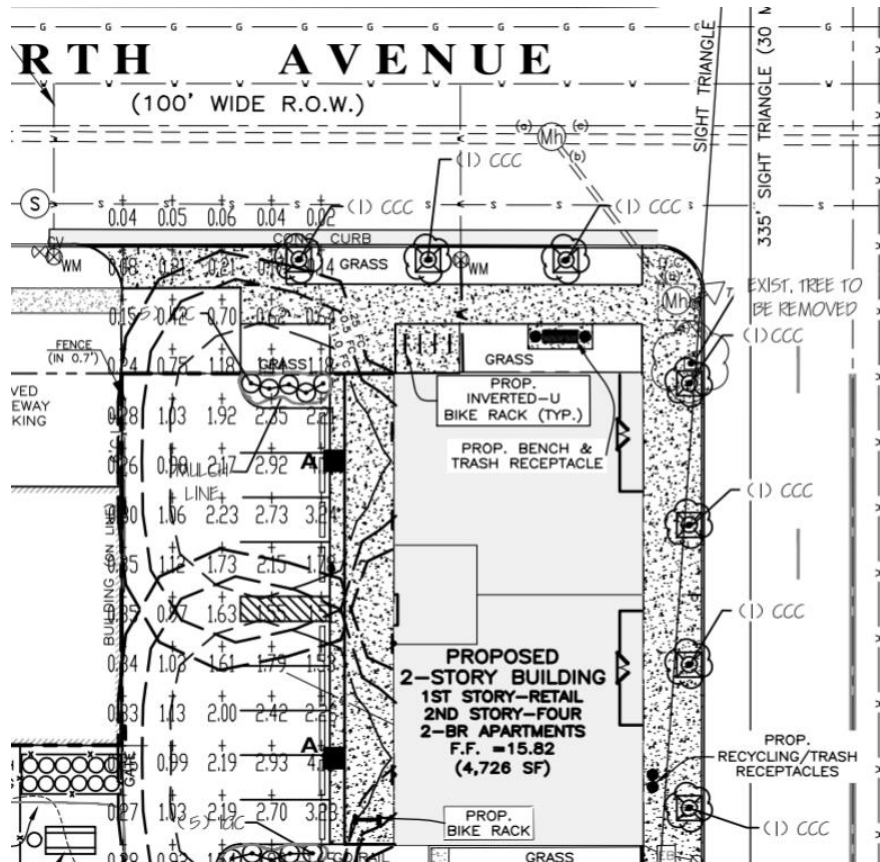
sidewalk area without obstructing the walkway, but groups of the inverted U shape rack that is the design called out in the plan do fit.

Ideally, the bench and bike amenities should be on Main Street as required by the Main Street Redevelopment Plan Area. Bike racks should be near retail entrances. Bicyclists like to park their bikes in public view to decrease the chance of theft. As we have seen in the CBD area, people will chain their bicycles to street sign poles rather than use bike racks if there is a pole closer to their destination. It is my understanding that the planning board was concerned that if the sidewalk amenities were placed on Main Street, they would be disturbed and not usable when the reconstruction of Main Street by the New Jersey Department of Transportation will occur Spring of 2018. Placement on the side streets ensures they will not be disturbed, but leaves Main Street void of street amenities. It should also be noted that the planning board is requiring that the applicant install new sidewalks before the DOT work commences of which I recommend a waiver.

Also part of the license agreement is the installation of shrubs in the public sidewalk area in order to screen the cars in the parking area. I highly recommend the placement of the shrubs both as a visual barrier from the parking, but as a physical barrier.



Close-up of location on benches, bike racks, trash cans and shrubs for Dollar Tree



Close-up of location on benches, bike racks, trash cans and shrubs for Mixed Use Building.

Summary	
	Plainsville Bench Manufacturer - Landscape Forms Size - 72" or 96" Material - Poly coated metal Color - Brushed aluminum Note - With back. Secure to pavement
	Trash Can - S-42 36 Manufacturer - Victor Stanley or comparable Size - 36 Gallon Material - Poly coated Metal Color - Silver - Match Street Light
	Tree Gate - SP 48" Complete Manufacturer - Fairweather Size - 48" - 16" Ring Material/Color - Steel/ Standard Silver Note - Include Frame/Expandable Rings Expand or Replace After 10 Years
	Bike Rack - Standard Hoop or comparable Manufacturer - Dero Size - Standard Material - Stainless Steel
	Planter Manufacturer - Landscape Forms or comparable Size - varies Material - varies Color - Neutral Note - Must have drain holes
	Bulletin Manufacturer - Landscape Forms or comparable Size - Varies Material - Poly coated Steel Color - Silver
	Bus Shelter - 'Kaleidoscope' Manufacturer - Landscape Forms Size - TBD Material - Poly coated metal Color - TBD Note - Curved with offset canopy. Combine with Plainsville or Canterbury Bench

Main Street Redevelopment Plan Streetscape Design Standards



Minutes
Meeting of the Municipal Council
Wednesday, April 12, 2017
REGULAR MEETING

Executive Session - 5:00 p.m.

2017-122 Authorizing a meeting which excludes the public

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

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

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

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public.

The following members of the public spoke: Jordan Modell, Dale Caldwell, Mike Piscall, Frank Syphax, Matt Stephens, Tracey Rogers, Rita Marano, Jennifer Lambert and Jerry Scarano.

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open the meeting to the public.

Mayor Moor clarified that the City is not looking to regulate just "Air B&B"; however, we are reviewing all short term rentals.

MINUTES

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

1. Municipal Council - Work Session - Mar 22, 2017 6:00 PM
2. Municipal Council - Regular Meeting - Mar 22, 2017 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2017-123 Resolution Approving Special Event Applications
- 2017-124 Resolution Authorizing Tax Collector to Prepare and Deliver Estimated 2017 3rd Quarter Tax Bills
- 2017-125 Resolution Authorizing Tyrone A Young, Tax Collector to Complete Application to Participate in 2017 Electronic Tax Sale Process
- 2017-126 Resolution to Authorize Year End 2017 Tax Sale
- 2017-127 Resolution Approving 2017 Tax Sale Costs
- 2017-128 Resolution to Defer P.I.L.O.T. Erroneously Billed from 2017 Tax Sale

INDIVIDUAL RESOLUTIONS

- 2017-129 Resolution Amending Temporary Budget Appropriations for 2017 Budget

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

- 2017-130 Resolution Approving the Payment of Bills

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

2017-131 Resolution Approving Amending Contract for LSRP Services at Department of Public Works Garage

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman, Yvonne Clayton

2017-132 Resolution of the City of Asbury Park Authorizing the Re-Execution of, and a Modification to, the Cooperation Agreement by and between the City of Asbury Park and the Housing Authority of the City of Asbury Park and Affirming that Properties and Projects of the Housing Authority of the City of Asbury Park Remain Governed by the Cooperation Agreement

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman, Yvonne Clayton

2017-133 Amending the Cooperation Agreement between the City of Asbury Park and the Housing Authority

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

2017-134 Resolution Awarding PILOT Billing Review

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman, Yvonne Clayton

2017-135 Resolution Approving a Contract with ROK Industries for 2017 Tax Sale

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

2017-136 Resolution Awarding Contract for Emergency Medical Services Billing

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

2017-137 2017-137 : Resolution Authorizing the City of Asbury Park to Grant A Revocable License to Permit Streetscape Improvements in Areas of the City Right-Of-Way Adjacent to the Property Located at 1107, 1105 & 1101 Main Street (Block 2804, Lot 5.01, f/k/a Block 2804, Lots 5, 6 & 7, Respectively), and 800 Fourth Avenue (Block 2804, Lot 2)

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

2017-138 Authorizing the Award to Zagster to Implement a Bike Sharing Program at No Cost to the City

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

ORDINANCES

Introduction

2017-16 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing is scheduled for April 26, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/26/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman, Yvonne Clayton

2017-17 Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 302 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

Public hearing is scheduled for April 26, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/26/2017 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman, Yvonne Clayton

2017-18 Ordinance Amending City of Asbury Park's Land Development Regulations, Chapter XXX, Specifically Amending Accessory Uses for the LI Zone and Prohibiting Commercial Drive-thrus in the B-2 Zone

The public hearing is scheduled for April 26, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/26/2017 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman, Yvonne Clayton

2017-19 An Ordinance Amending and Supplementing Chapter II "Form of Government" Section 2-1.4 "Non-Discrimination Policy" of the "Code of the City of Asbury Park, New Jersey."

The public hearing is scheduled for April 26, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/26/2017 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman, Yvonne Clayton

2017-20 Authorizing the City of Asbury Park to Convey an Easement Over Certain Portions of the Public Right-Of-Way Area Adjacent to the Properties Located at 1105 Memorial Drive, 1109 Memorial Drive and 900 Fourth Avenue (Block 302, Lot 7.01, f/k/a Block 302, Lots 8, 7 and Part of 6, Respectively)

The public hearing is scheduled for April 26, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/26/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman, Yvonne Clayton

Second Reading/Public Hearing

2017-10 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14)

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open Ordinance 2017-10 to the public. All were in favor.

The following members of the public spoke: Rita Marano

Motion made by Mayor Moor and seconded by Deputy Mayor Quinn to close Ordinance 2017-10 to the public. All were in favor.

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

2017-12 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open Ordinance 2017-12 to the public. All were in favor.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Mayor Moor to close Ordinance 2017-12 to the public. All were in favor.

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

2017-13 2017-13 : Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Right Of Way Area (Air Space) Adjacent To The Property Located At 1107, 1105 And 1101 Main Street (Block 2804, Lot 5.01 F/K/A Block 2804, Lots 5, 6 & 7 Respectively)

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open Ordinance 2017-13 to the public. All were in favor.

No one from the public spoke.

Motion made by Mayor Moor and seconded by Council Member Kendle to close Ordinance 2017-13 to the public. All were in favor.

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

2017-14 An Ordinance of the City of Asbury Park Revising Chapter VII "Traffic" of the Code of the City of Asbury Park

Motion made by Council Member Kendle and seconded by Mayor Moor to open Ordinance 2017-14 to the public. All were in favor.

The following members of the public spoke: Tracey Rogers, Rita Marano

Motion made by Council Member Kendle and seconded by Mayor Moor to close Ordinance 2017-14 to the public. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:40 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk