



Agenda
Meeting of the Municipal Council
Wednesday, April 13, 2022
REGULAR MEETING 6:00 PM

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

2022-172 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Monthly Report from Chief of Police, David Kelso

B. Litigation

1. City of Asbury Park v. Hemmings at Asbury, LLC

C. Contract Negotiations

1. Superior Officers Association Local 6 (SOA) Union Contract

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2022, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Presentation by:

1. Fire Chief, Kevin Keddy
Matters from City Council

Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting-Mar 23, 2022 4:00 PM
- Municipal Council - Regular Meeting - Mar 23, 2022 6:00 PM

C. Consent Agenda Resolutions

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

2022-173 Resolution Approving Special Event Applications

2022-174 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

2022-175 Resolution Approving Appointments to The City of Asbury Park Green Team

2022-176 Resolution of the City of Asbury Park in Support of Clean Water, Healthy Families and Good Jobs

2022-194 Resolution Approving Appointments to the Mayor's Wellness Committee

D. Individual Resolutions

2022-177 Resolution Approving Payment of Bills

2022-179 Resolution Authorizing an Agreement with Mazza Recycling for the Processing and Disposition of Recyclable Materials

2022-180 Resolution Approving Change Order #2 for Bond Street Improvements Project

2022-181 Resolution Amending the Two-Year Extension of The Contract with Summertime Surf, LLC Regarding the Operation of a Seasonal Concession Involving Surf Lessons Covering The Summer Seasons Of 2022 And 2023.

2022-182 Resolution Authorizing a Professional Services Contract to Meridian Occupational Health P.C. for Employment Exams and Physicals

2022-183 Resolution Authorizing a Contract for the Installation of an Underground Sprinkler System

- 2022-184 Resolution Authorizing the Emergency RBC Shaft Reconditioning Needed at the Waste Water Treatment Plant
- 2022-185 Resolution Authorizing the Purchase and Installation of Comminutors at the Wastewater Treatment Plant
- 2022-186 Resolution Authorizing the Purchase a New Yamaha Viking Safety Vehicle for the Beach Department
- 2022-187 Resolution Authorizing the Purchase of a New Fire Truck for the Fire Department
- 2022-188 Resolution Authorizing the Purchase of a 2022 Ford Cargo Van
- 2022-189 Resolution Authorizing the Purchase of a 2022 Mason Dump Truck
- 2022-190 Resolution Authorizing the Purchase of a Kubota for the Beach Department
- 2022-192 Resolution Authorizing the Purchase of Office Furniture for Various Departments Within the City
- 2022-193 Resolution Authorizing the City of Asbury Park to Enter Into A “Third Memorandum of Understanding” With SQF, LLC Relating to The Removal and Replacement Of Certain City-Owned Utility Poles
- 2022-195 Resolution Authorizing The Mayor and City Council To Execute a Discharge of Mortgage For Helena McCurdy For Property Located at 1208 Fourth Avenue, Asbury Park

E. Ordinances

1. Introduction

- 2022-4 2022 Cap Rate Ordinance

2. Second Reading/Public Hearing

- 2022-2 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding The Unofficial Reservation of Parking
- 2022-3 An Ordinance Amending and Supplementing The “Code of The City of Asbury Park, New Jersey,” In Order to Establish A New Chapter 17 Thereof, Entitled “Communication Facilities Right-Of-Way Permits” To Provide for The Regulation of Small Cell Wireless Facilities Within the Municipal Rights-Of-Way.

2022 Municipal Budget Introduction

- 2022-191 Resolution Introducing the 2022 Municipal Budget

F. Adjournment

**RESOLUTION NO. 2022-172****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on April 13, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety:

1. Monthly Report from Chief of Police, David Kelso

B. Litigation:

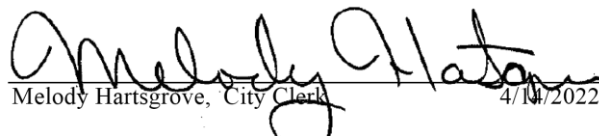
1. City of Asbury Park vs. Hemmings at Asbury, LLC

C. Contract Negotiations:

1. Superior Officers Association Local 6 (SOA) Union Contract

D. Attorney-Client Privilege:

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


Melody Hartsgrove, City Clerk 4/13/2022

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, March 23, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-152 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENTS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

Minutes Acceptance: Minutes of Mar 23, 2022 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:

1. Presentation of proposed development of Block 3103 Lot 1 (40 Lake Avenue) by Toll Brothers, LLC

Andrew Karas, on behalf of Toll Brothers, LLC presented proposed development plans of 40 Lake Avenue.

Matters from City Council

Mayor and Council presented checks on behalf of the Asbury Park Fishing Club, to the Asbury Park Little League, Monmouth County Boys and Girls Club, Big Brothers and Big Sisters, and Asbury Park Recreation.

Council member Chapman stated, on April 2nd from 9:00AM-11:30AM Deal Lake Commission will have a spring cleanup of Deal Lake. Volunteers can meet on the boat ramp on 7th Avenue and help to clean up this lake in time for summer. Each of our lakes will do a cleanup, and this is the first one scheduled for the spring. I would like to also announce that NJ Natural Gas is hosting an Energy Assistance Day for those that are having trouble meeting their obligations to the gas company, from 9:00 to 5:00PM at the Salvation Army building here in Asbury Park. They will help residents determine which programs might be able to help them with their utility bills.

Council member Clayton stated, there are a couple of things. One, the Recreation Department will have an Easter Drive Walk-Thru event on Saturday April 16, 2022 from 9:00AM to 11:00AM. It's usually an in-person event that takes place on the boardwalk and in convention hall, but since convention hall is not open at this time they're coming out and doing something else. So you can drive through, your children can meet the Easter bunny, and also receive an Easter basket with all kinds of goodies. So please come out. The other thing that is really important is the PAL is having basketball tryouts, and that will take place this Saturday between 8:30AM and 1:00PM. The tryout times for 6th and 7th grade is 8:30AM, for grades 10th 11th and 12th is 10:00AM. For girls all grades will be between 11:30AM and 1:00PM.

Council member Kendle had no matters at this time.

Mayor Moor stated, again I'd like to thank Joe and Casey Pallotto of the Asbury Park Fishing Club. I'd also like to thank the Manzo Brothers, the Berkley Carteret Hotel for providing the venue this year with us not being able to use Convention Hall. April 2, 2022 the Asbury Park Little League has a parade starting at 10:45AM. It'll start at Veteran's Park and going down to the Little League. They will have hotdogs, hamburgers, and refreshments for everybody. Eileen has an event on April 2nd, Deal Lake cleanup. Also, on April 2nd is the Mayor's Wellness event in the Sunset Avenue Park. So the 2nd is a busy day, but you can hit all three of them.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano made a comment about signs on Main Street, pot holes on 8th Avenue, and a beach shed; Peter Siegel made a comment about rent leveling. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Kendle. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting Mar 9, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Mar 9, 2022 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2022-153 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

2022-154 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle
NAYS:	John Moor
ABSENT:	Amy Quinn

2022-155 Resolution Amending Temporary Budget Appropriations for 2022 Budget

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2022-163 A Resolution Amending Resolution 2021-369 and Accepting a Grant From The Hazardous Discharge Site Remediation Fund Public Entity Program Through The New Jersey Economic Development Authority And The New Jersey Department of Environmental Protection For 101-103 Lake Court a.k.a. Springwood Park

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

2022-164 Resolution Authorizing a Professional Services Contract to Arcari & Iovino for Architectural Services for the Transportation Center Renovation

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

2022-165 Resolution Authorizing a Professional Services Contract to JP Monzo for Financial Analysis Consulting Services

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

2022-166 Authorizing a Professional Services Contract to ENGenuity Infrastructure for Location Plans and Preparation of Bid Specifications for Two's Portland Loo's

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

2022-167 Resolution Authorizing Refunds on Subsequent Residential Sewer Payments in Accordance with P.L. 2021

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

2022-168 Resolution Authorizing the Mayor & City Council to Execute a Subordination of Mortgage for Melvin and Barbara Daniels for Property Located at 1308 Fourth Avenue Asbury Park

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

2022-169 Resolution of the City of Asbury Park Authorizing The Execution Of a Redevelopment And Acquisition Agreement With Veterans Relocation Project LLC, With Respect To Certain Property Identified As 41 And 45 Borden Avenue Within The S.T.A.R.S. Redevelopment Area

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

2022-170 Resolution of Support Authorizing the Sustainable Jersey 2022 EDF Climate Corps Program Application

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

ORDINANCES

Introduction

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

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 4/13/2022 6:00 PM

MOVER: Eileen Chapman, Councilmember

SECONDER: Yvonne Clayton, Councilmember

AYES: Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor

ABSENT: Amy Quinn

ADJOURNMENT

The meeting was adjourned at 7:10 PM

A motion to close the meeting was made by Council member Kendle and seconded by Council member Chapman. All were in favor. Meeting adjourned at 7:10 PM.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Mar 23, 2022 6:00 PM (Minutes)



RESOLUTION NO. 2022-173

**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 13, 2022 the following Special Events Applications were presented for approval by the Director of Recreation:

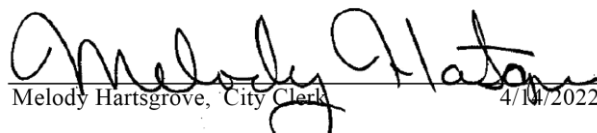
1. NJAW
2. Community Health Fair
3. Rock n Roll for Recreation
4. Second Baptist Church Easter Egg Hunt

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

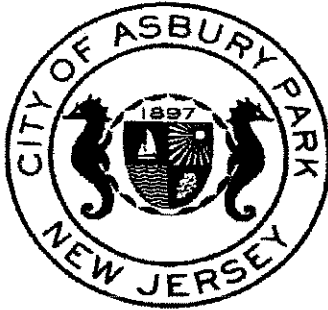
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-173 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



Date Application Received: _____
 Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: Sunday, May 1, 2022 Rain Date: N/A

Time of Event: 11am to 2PM Setup time: 1 ½ Hrs Break-down time: 1 ½ Hrs

Name of Event: NJAW – Ending Pandemoics Together Walk

Location of Event: 806 Third Ave/Asbury Park/NJ/07712 and indicated route

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 413 updated (2022-173 : Special Event Applications)



APPLICANT INFORMATION

1. Name of Applicant/Organization: The Center in Asbury Park
2. Address of Applicant: 806 Third Avenue/Asbury Park/NJ/07712
3. Telephone #: 732-774-3416 Cell Phone #: 732-947-7059 E-mail: mroland@thecenterinap.com
4. Is your organization non-profit? Yes If so, please provide Tax ID# 223-253-558

Please attach a copy of your non-profit certificate to the application 501C3 Attached

5. Describe in detail the type of event you want to stage: The New Jersey AIDS Walk (Ending Pandemics Together) is held annually on the first Sunday in May in 5 locations. Walks range from a 5 – 10k loop depending on site. It inspires hope for friends and loved ones who are battling this illness. Other locations participating in this event are Ridgewood, Morris County, Newark and Atlantic City

6. Estimated attendance: 100

7. ☐ YES ☒ NO Will drones be a part of your event?

8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?

If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)

9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?

If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.

10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____

11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____

12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 05/02/21
- Location: Asbury Park
- Contact person: Michael Roland
- Email: mroland@thecenterinap.com Phone #: 732-774-3416

Attachment: cm 413 updated (2022-173 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 5/24/2022 Rain Date: 5/25/2022
 Time of Event: 3pm to 5pm Setup time: 2pm Break-down time: 5pm
 Name of Event: Community Health Fair
 Location of Event: Dorothy McNish Parent Center - 300 Prospect Ave, Asbury Park NJ 07712

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

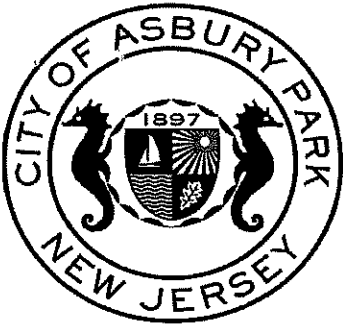


APPLICANT INFORMATION

1. Name of Applicant/Organization: Marilene Lizaire - Boston / Asbury Park School District
2. Address of Applicant: 300 Prospect Ave, Asbury Park NJ, 07712
3. Telephone #: (732) 776-2666 Cell Phone #: (908) 309-3192 E-mail: Lizaire-BostonMA@Apboe.org
4. Is your organization non-profit? No If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Large Community Health Fair with focus on healthy eating and physical activities. We will offer free activities for both children and adults such as various sports activities, Zumba, bounce house, healthy snacks and smoothie demonstration. We are also inviting a wide range of community agencies and vendors to take part, providing important information about their programs and services available. Based on previous years we are expecting between 250-350 persons to attend the event.
6. Estimated attendance: 250-350
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: The music will be played through Amplified Speakers.
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 4-17-2019
- Location 300 Prospect Ave Asbury Park NJ, 07712
- Contact person: Aina Holms & Sonia Trizary
- Email aholmscheller@carcny.org Phone # (732) 774-3282



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 4/28/22 Rain Date: N/A
 Time of Event: 6pm to 10pm Setup time: 2pm Break-down time: 12pm
 Name of Event: Rock n Roll for Recreation
 Location of Event: Stone Pony, surrounding areas

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

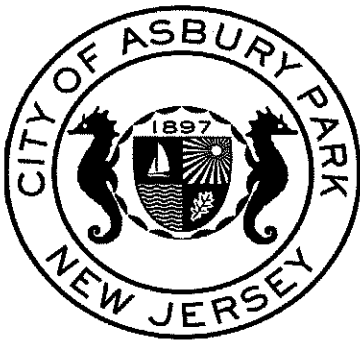


APPLICANT INFORMATION

1. Name of Applicant/Organization: Rock n Roll for Rec Committee
2. Address of Applicant: 1 Municipal Plaza
3. Telephone #: _____ Cell Phone #: _____ E-mail: _____
4. Is your organization non-profit? _____ If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Fundraiser at Stone Pony to raise funds for the children of AP to attend summer camp; to make sure no AP child is turned away because of a lack of funding.
Fireworks
6. Estimated attendance: 350-400
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: inside Stone Pony
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☒ YES ☐ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$5.00 Fundraiser
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 4/2018
- Location: Stone Pony
- Contact person: Leona / Cassandra
- Email: _____ Phone #: _____



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: Sunday, April 17, 2022 Rain Date: _____

Time of Event: 12 noon to 2:00 pm Setup time: 11:00 am Break-down time: 2:00 pm

Name of Event: Second Baptist Church Easter Egg Hunt

Location of Event: Springwood Avenue Park

Type of Event (check all that apply):

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

APPLICANT INFORMATION

- (speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)**

- Date of last event?_Sunday, April 4, 2021
- Location_Springwood Avenue Park
- Contact person:_Pastor Semaj Vanzant, Sr.
- Email _pastor@sbcapnj.org Phone # 814-449-1007



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-174

Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee” 2022
Lisa Bovino



RESOLUTION NO. 2022-174

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

RESOLUTION AUTHORIZING APPOINTMENTS TO “CODE ENFORCEMENT/QUALITY OF LIFE COMMITTEE”

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

WHEREAS, the purpose(s) of the Committee shall be to study existing code enforcement and quality of life issues within the City and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

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

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

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

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

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

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

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

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

1. A "Code Enforcement/Quality of Life Committee" (the "Committee") is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

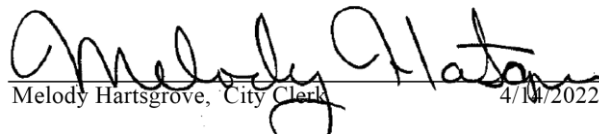
Appointee
Lisa Bovino

Term to Expire
12/31/2022

3. A certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-174 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



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

City of Asbury Park

3.C.2.a

Submitted On:
April 2, 2022 2:47pm
America/New_York

Board, committee or commission you are applying for?	Quality of Life Committee
Name	Lisa Bovino
Do you reside within the City of Asbury?	Yes
Address	1203 3rd st Asbury Park NJ 07712
Phone number	9178568591
Email	astrid919@aol.com
Are you 18 years of age or older?	Yes
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	Growing up I was very involved with social groups , like the Girl Scouts and Volunteering in the summer parks programs where we would meet and lead arts and crafts for the children in the neighborhood. I am no longer a teen but find myself yearning to be more involved with my beloved Asbury Park I have recently been involved with the historical society and celebration of our 150 year anniversary with the Time Capsule initiative.
Education	Bachelor of Science~ Merchandise management from FIT
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: Lisa Last Name: Bovino Email Address: astrid919@aol.com  Signed at: April 2, 2022 2:47pm America/New_York

Attachment: Lisa Boyer-Quality of Life 4.2.2022 (2022-174 : Code Enforcement/Quality of Life Appointments)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-175

Approving Appointment to The City of Asbury Park Green Team (Joy Morgan)



RESOLUTION NO. 2022-175

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

RESOLUTION APPROVING APPOINTMENTS TO THE CITY OF ASBURY PARK GREEN TEAM

WHEREAS, the Mayor and Council wish to appoint certain individuals to serve on the Municipal Green Team, in accordance with the requirements of Sustainable New Jersey Certification; and

WHEREAS, the Green Team will meet on a as needed basis; and

WHEREAS, the City Manager or his/her designee shall serve as chairperson; and

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Asbury Park Green Team for a period as needed.

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

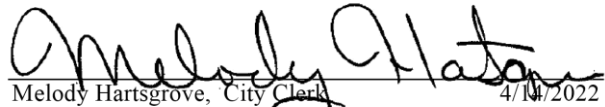
1. That the following individuals are hereby appointed to serve on the Green Team:

1. Joy Morgan

2. That a certified copy of this Resolution shall be provided to Donna Vieiro, City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-175 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.



Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



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

City of Asbury Park

3.C.3.a

Submitted On:
January 28, 2022 12:25pm
America/New_York

Board, committee or commission you are applying for?	Green Team Committee
Name	Joy Morgan
Do you reside within the City of Asbury?	Yes
Address	206 Second Avenue Asbury Park NJ 07712
Phone number	6098916249
Email	joy2theworldmorgan@gmail.com
Are you 18 years of age or older?	Yes
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	While a student at Monmouth University I founded a student organization focused on environmental and social justice concerns. I also spearheaded reestablishing the Sustainability Council at Monmouth University in partnership with The Urban Coast Institute and other board and faculty members. I also was the Environmental News Editor for the MU Outlook newspaper covering local events and happenings such as sea level rise and leadership in the field. After MU I have led partnerships and sustainability initiatives for various large events and organizations including Sea Hear Now 2021. My interest is specifically in regulation and processes around development and business impact standards within or community. I have a background of working with leading innovators in New York and abroad related to Urban Farms, Rooftop Gardens, I've also completed the Paraprofessionals Watershed Restoration Training Program with Rutgers and participated in the Climate Reality leadership training program. I wish to leverage my business acumen to bridge the gap between environmentalist organizations and leading business leaders and developers in our area. Having worked in the tech industry (San Francisco) and NYC, and now in Miami as well - I can meld top business motivators and establish a triple bottom line standard for businesses operating in our community. CV: https://www.linkedin.com/in/joycmorgan/
Education	Monmouth University BA: Communications, Public Relations & Journalism.
Upload resume	https://seam.ly/8cAjizmb 2022 Joy Morgan Resume.pdf
Do you have any conflicts you may	No

Attachment: Joy Morgan-Green Team 1.28.2022 (2022-175 : Resolution Approving Appointments To The City Of Asbury Park Green Team)

have if chosen to serve?		3.C.3.a
Signature Data	First Name: Joy Last Name: Morgan Email Address: joy2theworldmorgan@gmail.com  Signed at: January 28, 2022 12:24pm America/New_York	



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-176

Governor Murphy and the state legislature have an opportunity to make a historic investment in water infrastructure and demonstrate that New Jersey is a leader on one of the most important issues we face

**RESOLUTION NO. 2022-176**

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

**RESOLUTION OF THE CITY OF ASBURY PARK IN SUPPORT OF CLEAN WATER,
HEALTHY FAMILIES AND GOOD JOBS**

WHEREAS, clean water is critical for the economic vitality, environmental health, and quality of life within New Jersey cities; and

WHEREAS, New Jersey's aging water infrastructure is in urgent need of extensive upgrades; and

WHEREAS, aging water infrastructure is costly for New Jersey; for example, 130 million gallons of treated drinking water are lost per day to leaky pipes, flooding resulted in hundreds of millions of dollars in damage last year alone, and lead-contaminated drinking water has caused immeasurable damage to the health of children, especially in some of the state's most vulnerable communities; and

WHEREAS, budget constraints, expensive capital requirements, and ongoing operating costs to address these issues can pose major financial challenges; and

WHEREAS, Governor Murphy and the state legislature have an opportunity to make a historic investment in water infrastructure and demonstrate that New Jersey is a leader on one of the most important issues we face; and

WHEREAS, new state mandates for the replacement of lead service lines, removal of PFAs (per- and polyfluoroalkyl substances) contamination, upgrades to combined sewer systems, and addressing aging and unreliable drinking water, wastewater, and stormwater systems in the face of climate change impacts will require significant local funds; and

WHEREAS, the United States Environmental Protection Agency estimates that New Jersey will require \$8.5 billion over the next 20 years for drinking water projects and \$17.5 billion over the next 20 years for clean water projects, for a total of at least \$26 billion; and

WHEREAS, these costs will be passed on to customers of drinking water and wastewater systems through user rates and/or increases in property taxes; and

WHEREAS, the State of New Jersey received \$6.4 billion from the federal American Rescue Plan Act that may be used for investments in water and sewer infrastructure; and

WHEREAS, New Jersey is receiving \$1 billion over five years from the federal Infrastructure Investment and Jobs Act (aka the Bipartisan Infrastructure Law); and

WHEREAS, investing an additional \$1.2 billion of federal funds in water infrastructure by the State of New Jersey, for a combined total of \$2.2 billion in federal funds, offers a generational opportunity to protect public health and reestablish a state of good repair for our communities' drinking water, wastewater, and stormwater systems; and

WHEREAS, the investment would also help remove emerging contaminants from drinking water, protect property from chronic flooding, reduce water pollution, increase water system efficiency, and make water bills affordable for everyone, all while creating tens of thousands of jobs.

NOW, THEREFORE, it is hereby resolved by the GOVERNING BODY of the City of Asbury Park that the City endeavors to request that the State of New Jersey/Governor Murphy/New Jersey State Legislature:

1. Commit an additional \$1.2 billion in funding from its American Rescue Plan funds to ensure every community has affordable, safe drinking water, clean waterways, and flood protection; and
2. Grow the amount of federal funding for New Jersey water projects; and
3. Prioritize investments in overburdened communities.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-176 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-194

Appointing Su Chapman, to Mayor's Wellness Committee for 2022



RESOLUTION NO. 2022-194

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

RESOLUTION APPROVING APPOINTMENTS TO THE MAYOR'S WELLNESS COMMITTEE

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

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

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

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

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

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

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

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

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

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-194 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-177

Resolution Approving Payment of Bills



RESOLUTION NO. 2022-177

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

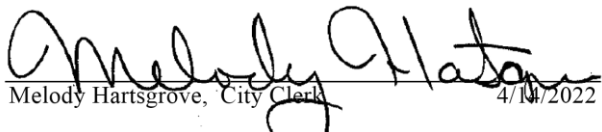
BE IT RESOLVED, that these vouchers payable totaling \$9,036,986.86

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

CURRENT VOUCHERS	\$ <u>9,036,986.86</u>
TOTAL VOUCHERS	\$ <u>9,036,986.86</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-177 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK

April 7, 2022
02:35 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 1-First to 2-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/22 Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

Fund: CURRENT
Department: LEGAL SERVICES
Extd: LEGAL SERVICES

1-01-20-155-000-209	LEGAL SERVICES Fees					
MAROT005	MAROTTA & GARVEY, ESQ.	22-00489	June 2021 Fees Rent Leveling	10,692.50	0.00	
	Extd Total: LEGAL SERVICES			10,692.50		
	Department Total: LEGAL SERVICES			10,692.50		
	CAFR Total:			10,692.50		

Department: PLANNING BOARD
Extd: PLANNING BOARD

1-01-21-180-000-201	PLANNING BOARD General Plant					
THECOA	THE NEW COASTER, LLC	22-00762	Coaster PB/ZB Notice Invoices	59.02	0.00	
ASBPAK	ASBURY PARK PRESS	22-00763	APP PB/ZB Notice Invoices 2022	98.90	0.00	
				157.92		
	Extd Total: PLANNING BOARD			157.92		
	Department Total: PLANNING BOARD			157.92		

Department: ZONING BOARD
Extd: ZONING BOARD OF ADJUSTMENT

1-01-21-185-000-209	ZONING BOARD Fees					
THECOA	THE NEW COASTER, LLC	22-00762	Coaster PB/ZB Notice Invoices	54.06	0.00	
ASBPAK	ASBURY PARK PRESS	22-00763	APP PB/ZB Notice Invoices 2022	97.10	0.00	
				151.16		
	Extd Total: ZONING BOARD OF ADJUSTMENT			151.16		
	Department Total: ZONING BOARD			151.16		
	CAFR Total:			309.08		

Department: POLICE
Extd: POLICE DEPARTMENT

1-01-25-240-000-218	POLICE Contract.Serv.					
STATOX	STATE TOXICOLOGY LABORATORY	22-00856	OCTOBER 2021 TESTING	450.00	0.00	
	Extd Total: POLICE DEPARTMENT			450.00		
	Department Total: POLICE			450.00		

Attachment: Bill List 4-13-22 (2022-177 : Payment of Bills)

April 7, 2022
02:35 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01078 2021 Cloth Allow-Capolongo			429.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01080 2021 Cloth Allow-Annunziata,J			166.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01086 2021 Cloth Allow-Disbrow			94.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01091 2021 Cloth Allow-Hart			69.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01093 2021 Cloth Allow-Ivins			898.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01100 2021 Cloth Allow-Matthews			57.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01101 2021 Cloth Allow-McCredie			647.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01127 2021 Clothing Allow-McCoy			605.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01129 2021 Clothing Allow-Gabriel			356.50	0.00	B
				<u>3,324.00</u>		
	Extd Total: FIRE DEPARTMENT			3,324.00		
	Department Total: FIRE DEPT.			3,324.00		
	CAFR Total:			3,774.00		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEAFOR SEA BREEZE FORD INC.	21-03471 Diagnosis: 2010 Fusion Hybrid			667.86	0.00	
1-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
AHHOFF A.H. HOFFMANN,LLC	21-00700 Vehicle Fueling Facility Test			4,320.00	0.00	
AHHOFF A.H. HOFFMANN,LLC	21-03069 Tri-Annual Test/Inspections			3,600.00	0.00	
				<u>7,920.00</u>		
	Extd Total: STREETS & ROADS MAINTENANCE			8,587.86		
	Department Total: STREETS & ROAD			8,587.86		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE Fees					
MAZMUL MAZZA MULCH, INC.	22-00672 BRUSH & LEAVES DEC - FEB			6,570.00	0.00	
DELDEM DELISA DEMOLITION, INC.	22-00806 INVOICE #225957 & 225958			1,410.82	0.00	
RUBREC RUBBERCYCLE LLC	22-00830 #134465 & 134750 Tire Disposal			84.00	0.00	
TRECTY TREASURER CTY OF MONMOUTH	22-00848 #65093 Dec. 6 & 14, 2021			1,919.74	0.00	
				<u>9,984.56</u>		
	Extd Total: SOLID WASTE COLLECTION			9,984.56		
	Department Total: SOLID WASTE			9,984.56		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-218	BUILDING & GND Contract.Serv.					
FIRSEC FIRE SECURITY TECHNOLOGIES,INC	21-03452 Supply and Install Materials			1,510.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-310-000-218 ALFIRE ALLIED FIRE & SAFETY	BUILDING & GND Contract.Serv. 22-00749 sprinkler system inspection		Continued	330.00 1,840.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			1,840.00		
	Department Total: BUILDING & GND			1,840.00		
	CAFR Total:			20,412.42		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-011 TMASSO T & M ASSOCIATES	ACCOUNTS PAYABLE 17-01768 Resolution 2017-91 LSRP Serv.			1,657.50	0.00	B
	Extd Total: TAXES PAYABLE:			1,657.50		
	Department Total: TAXES PAYABLE:			1,657.50		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,657.50		
	Fund Total: CURRENT			36,845.50		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
1-07-55-502-000-218 AHHOFF A.H. HOFFMANN,LLC	SEWER UTILITY O/E: Contract Services 21-00701 Annual Emergency Generator			3,840.00	0.00	
TMASSO T & M ASSOCIATES	21-02983 CARBON MEDIA REPLACEMENT			3,634.25	0.00	B
AHHOFF A.H. HOFFMANN,LLC	21-03070 Tri-Annual Test/Inspections			1,800.00	0.00	
ALFIRE ALLIED FIRE & SAFETY	22-00749 sprinkler system inspection			450.00	0.00	
CERID005 CERIDA INVESTMENT CORP.	22-00967 INV #127-12717 MARCH 2022			150.22	0.00	
				9,874.47		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			9,874.47		
	Department Total: UTILITY OE			9,874.47		
1-07-55-599-002-299 MUNMAI MUNICIPAL MAINTENANCE CO.	Reserve for American Rescue Plan Funds 21-03344 NEW ROTATING ASSEMBLY & VOLUTE			58,620.00	0.00	
	Extd Total:			58,620.00		
	Department Total:			58,620.00		
	CAFR Total:			68,494.47		
	Fund Total: SEWER UTILITY: BUDGET:			68,494.47		
	Year Total:			105,339.97		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
2-01-20-100-000-202 NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	ADMINISTRATION Office Supplies 22-00928 2022 Municipal Directory Books			70.00	0.00	
2-01-20-100-000-207 BIRDS005 BIRDS BEWARE INC.	ADMINISTRATION Contractual 22-00269 1ST QTR 2022 CLEARING AND			500.00	0.00	B

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2-01-20-100-000-207 BIRDS005 BIRDS BEWARE INC.	ADMINISTRATION Contractual	22-00270	Continued 1ST QTR 2022 CLEARING AND	1,000.00 1,500.00	0.00	B
2-01-20-100-000-209 CGPHL005 CGP&H, LLC	ADMINISTRATION Professional Services	22-00732	INVOICE #43376 FEBRUARY 2022	1,680.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		22-00796	Invoice 3296 Affordable Hsg.	284.00	0.00	
SUREN005 SURENAN, EDWARDS & NOLAN LLC		22-00913	February 2022 Fees	3,066.50 5,030.50	0.00	
2-01-20-100-000-211 KEPSPR KEPWEL SPRING WATER	ADMINISTRATION Water	22-00922	ACCT #117290 MARCH 2022	632.50	0.00	
2-01-20-100-000-214 LIFSTO LIFE STORAGE #448	ADMINISTRATION Storage	22-00983	SPACE #11133 4/1/22 - 3/1/23	3,333.00	0.00	
Extd Total: ADMINISTRATION				10,566.00		
Department Total: ADMINISTRATION				10,566.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
2-01-20-120-000-217 THECOA THE NEW COASTER, LLC	MUNICIPAL CLERK Ads&Promotion	22-00846	INV #58439 ORD #2022-2 3/17/22	28.64	0.00	
2-01-20-120-000-238 PARKE005 PARKER MCCAY, PA	MUNICIPAL CLERK Contractual	22-00858	INVOICE #3143831 FEBRUARY 2022	3,102.74	0.00	
MUNINC Munidex Inc.		22-00889	MUNIDEX, INC 2022 #991671	658.00 3,760.74	0.00	
Extd Total: MUNICIPAL CLERK				3,789.38		
Department Total: MUNIC CLERK				3,789.38		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-202 WBMASON W.B.MASON CO., INC.	FINANCE Office Supplies	22-00794	FINANCE OFFICE SUPPLIES	722.78	0.00	
2-01-20-130-000-205 ASBPAK ASBURY PARK PRESS	FINANCE Ads	22-00595	NTB - BOARDWALK BID	102.76	0.00	
ASBPAK ASBURY PARK PRESS		22-00651	ADDENDA #1 BOARDWALK BID	45.56	0.00	
ASBPAK ASBURY PARK PRESS		22-00883	NTB - SODIUM HYPOCHLORITE BID	80.76 229.08	0.00	
Extd Total: FINANCIAL ADMINISTRATION				951.86		
Department Total: FINANCE				951.86		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219 AMAZO005 AMAZON.COM SERVICES	COMPUTER DATA PROC. Equipment	22-00799	USB Accessories	373.77	0.00	

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2-01-20-140-000-219	COMPUTER DATA PROC. Equipment		Continued			
CDWGOV CDW GOVERNMENT LLC		22-00845	Q#MRKT131 DPW Software & RAM	157.45	0.00	
AMAZO005 AMAZON.COM SERVICES		22-00872	HDMI Wall Plate	20.94	0.00	
AMAZO005 AMAZON.COM SERVICES		22-00894	iphone Cases	161.64	0.00	
				<u>713.80</u>		
2-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
SHIINT SHI INTERNATIONAL CORP		22-00527	Q#21632313 APPD Domain	232.14	0.00	
SPATIO05 SPATIAL DATA LOGIC, INC		22-00826	2022 SOFTWARE RENEWAL	46,500.00	0.00	
CDWGOV CDW GOVERNMENT LLC		22-00845	Q#MRKT131 DPW Software & RAM	258.01	0.00	
				<u>46,990.15</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			47,703.95		
	Department Total: COMPUTER MIS			47,703.95		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
2-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
MONTAX01 MONMOUTH & OCEAN COUNTIES TAX		22-00952	2022 MEMBERSHIP COTTMAN	80.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			80.00		
	Department Total: TAX REV ADMIN			80.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
2-01-20-150-000-209	TAX ASSESSOR Fees					
SHAIN005 SHAIN SCHAFFER, PC		22-00832	INVOICE #44750 FEBRUARY 2022	1,610.50	0.00	
	Extd Total: TAX ASSESSOR			1,610.50		
	Department Total: TAX ASSESSOR			1,610.50		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL MARAZITI FALCON, LLP		22-00693	PROFESSIONAL SERVICES RENDERED	6,685.00	0.00	
GENBUR GENOVA BURNS LLC		22-00713	Invoice 469514 General File	9,613.50	0.00	
ANSZAR ANSELL,GRIMM & AARON, P.C.		22-00814	Invoice 480615 Lease Agreement	1,155.00	0.00	
				<u>17,453.50</u>		
	Extd Total: LEGAL SERVICES			17,453.50		
	Department Total: LEGAL SERVICES			17,453.50		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
2-01-20-162-000-201	APTV Cont/Subs/Dues					
JERACC JERSEY ACCESS GROUP		22-00684	JAG Awards 2022 Invoice	100.00	0.00	

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2-01-20-162-000-201	APTV Cont/Subs/Dues		Continued			
JERACC	JERSEY ACCESS GROUP	22-00761	2022 Jersey Access Group dues	250.00	0.00	
				350.00		
	Extd Total: CABLE TV ADVISORY COMMITTEE			350.00		
	Department Total: APTV			350.00		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
2-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	22-00862	LAF420042 February Fees	7,198.47	0.00	
	Extd Total: ENGINEERING SERVICES			7,198.47		
	Department Total: ENGINEER SERV			7,198.47		
	CAFR Total:			89,703.66		
Department: Planning Department						
Extd: Planning Department						
2-01-21-179-000-205	PLANNING DEPT. Ads					
ASBPAK	ASBURY PARK PRESS	22-00763	APP PB/ZB Notice Invoices 2022	140.60	0.00	
2-01-21-179-000-206	PLANNING DEPT. Storage					
LIFSTO	LIFE STORAGE #448	22-00982	SPACE #242 4/1/22 - 3/1/23	1,452.00	0.00	
2-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
MICALO	MICHELE ALONSO	22-00960	AICP reimbursement 2022 Alonso	654.00	0.00	
	Extd Total: Planning Department			2,246.60		
	Department Total: Planning Department			2,246.60		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
THECOA	THE NEW COASTER, LLC	22-00762	Coaster PB/ZB Notice Invoices	116.49	0.00	
ASBPAK	ASBURY PARK PRESS	22-00763	APP PB/ZB Notice Invoices 2022	205.52	0.00	
JACSER	JACK A. SERPICO	22-00901	Serpico PB inv#PB-22-02-GENERA	2,512.50	0.00	
THECOA	THE NEW COASTER, LLC	22-00940	INV #58469 3/24/22 MEETING AD	61.50	0.00	
				2,896.01		
	Extd Total: PLANNING BOARD			2,896.01		
	Department Total: PLANNING BOARD			2,896.01		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
2-01-21-185-000-209	ZONING BOARD Fees					
THECOA	THE NEW COASTER, LLC	22-00762	Coaster PB/ZB Notice Invoices	186.36	0.00	

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2-01-21-185-000-209	ZONING BOARD Fees		Continued			
ASBPAK ASBURY PARK PRESS		22-00763	APP PB/ZB Notice Invoices 2022	184.40	0.00	
				370.76		
	Extd Total: ZONING BOARD OF ADJUSTMENT			370.76		
	Department Total: ZONING BOARD			370.76		
	CAFR Total:			5,513.37		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
2-01-23-215-000-209	WORKER'S COMPENSATION Fees					
NJINT NJ INTERGOVERNMENTAL INS. FUND		22-00954	May 2022 premium payment	93,306.00	0.00	
	Extd Total: WORKER'S COMPENSATION			93,306.00		
	Department Total: WORKERS COMP			93,306.00		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
2-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		22-00875	HEALTH COVERAGE APRIL 2022	510,011.72	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			510,011.72		
	Department Total: GROUP INSUR.			510,011.72		
	CAFR Total:			603,317.72		
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.		22-00719	Log Books	29.44	0.00	
WBMASON W.B.MASON CO., INC.		22-00776	community rel. picture frame	4.23	0.00	
				33.67		
2-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA		22-00787	INVOICE #2015922 FEBRUARY 2022	4,700.00	0.00	
2-01-25-240-000-207	POLICE Clothing Allowance					
AMEUNI AMERICAN UNIFORM & SUPPLY		22-00553	new hire uniform	1,492.77	0.00	
MURARM MURRAY'S UNIFORMS		22-00786	SLEO 1 uniforms new hires	372.00	0.00	
				1,864.77		
2-01-25-240-000-212	POLICE Dues,Subscript.					
GOVINC GOVERLAN, INC.		22-00790	MAINTENANCE SUPPORT 5/22-5/23	207.00	0.00	
2-01-25-240-000-216	POLICE Supplies-Compu.					
AMAZ0005 AMAZON.COM SERVICES		22-00817	AXIS Replacement Camera	1,999.00	0.00	
2-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &		22-00559	#M60881 FEBRUARY 2022	1,200.00	0.00	
WIRCOM WIRELESS COMMUNICATIONS &		22-00681	#M60950 MARCH 2022	1,220.00	0.00	
THOWES THOMSON WEST CUSTOMER SERVICE		22-00857	#845962189 FEB 2022 software	246.00	0.00	

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2-01-25-240-000-218	POLICE Contract.Serv.		Continued			
LIFSTO LIFE STORAGE #448		22-00979	SPACE #110 4/1/22 - 3/1/23	2,167.00	0.00	
LIFSTO LIFE STORAGE #448		22-00980	SPACE #112 4/1/22 - 3/1/23	2,101.00	0.00	
				<u>6,934.00</u>		
	Extd Total: POLICE DEPARTMENT			15,738.44		
	Department Total: POLICE			15,738.44		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
2-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
MUNIC005 MUNICIPAL EMERGENCY SERVICES		22-00625	Q# QT1558681 LCD SCREEN REPAIR	85.00	0.00	
ESIEQU ESI EQUIPMENT, INC.		22-00809	Q#E22-260 HOLMATRO RESCUE	941.00	0.00	
				<u>1,026.00</u>		
2-01-25-265-000-214	FIRE DEPT. Building Maintenance					
GRAING GRAINGER, INC.		22-00729	#2050326027-Various Supplies	12.28	0.00	
2-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
FIRONE FIREFIGHTER ONE LIMITED		22-00752	INV:SI-00510782-SCBA Repair	25.00	0.00	
JUNLAS JUNGLE LASERS, LLC		22-00768	INV#60060 3/16/22-4/15/22	1,000.00	0.00	
				<u>1,025.00</u>		
2-01-25-265-000-229	FIRE DEPT. Medical Sup.					
GRAING GRAINGER, INC.		22-00729	#2050326027-Various Supplies	512.84	0.00	
2-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005 CORONIS HEALTH RCM, LLC dba		22-00772	Invoice CHRNC3915 February Fee	4,153.95	0.00	
	Extd Total: FIRE DEPARTMENT			6,730.07		
Extd: FIRE HYDRANT						
2-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.		22-00945	#1018-210026567043 2/24-3/22	18,581.84	0.00	
	Extd Total: FIRE HYDRANT			18,581.84		
	Department Total: FIRE DEPT.			25,311.91		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
2-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.		22-00882	services rendered march 2022	5,200.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			5,200.00		
	Department Total: PROSECUTOR			5,200.00		
	CAFR Total:			46,250.35		

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Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
2-01-26-290-000-202	STREETS & ROAD	Office Supplies				
WBMASON	W.B.MASON CO., INC.	22-00632	OFFICE SUPPLIES	237.34	0.00	
WBMASON	W.B.MASON CO., INC.	22-00700	OFFICE SUPPLIES	203.08	0.00	
				<u>440.42</u>		
2-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
JACDOH	JACK DOHENY COMPANIES, INC.	22-00201	Boom suction tube jet vac #10	4,407.95	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00230	blanket for parts for vehicles	189.93	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	22-00371	VARIOUS PARTS	136.48	0.00	B
THEHOS	THE HOSE SHOP, INC.	22-00372	VARIOUS HYDRAULIC HOSE	69.12	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	22-00373	VARIOUS TIRES	214.66	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	22-00374	VARIOUS PARTS	103.99	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-00433	Transmission for car 19 pd	4,502.22	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00492	BLANKET PO FOR VARIOUS PARTS	212.22	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-00504	various parts	102.40	0.00	B
TRUIS	TRUIS, INC.	22-00547	Various parts from snowstorm	3,064.40	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00648	Various parts	2,868.92	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-00737	alternator car 4 QUOTE #369415	296.70	0.00	
TRUIS	TRUIS, INC.	22-00740	SALT SPREADER CONVMOR CHAIN	998.00	0.00	
CHEVAL	CERRY VALLEY TRACTOR SALES	22-00746	various kubota parts	547.97	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-00750	various parts	1,026.88	0.00	B
CHEVAL	CERRY VALLEY TRACTOR SALES	22-00760	Repairs to Kubota #3	482.22	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	22-00834	Water pump ravo street sweeper	341.48	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	22-00835	Drivers seat parts car 45	409.82	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	22-00871	Dashboard and bezel car 45 pd	774.73	0.00	
SEAFOR	SEA BREEZE FORD INC.	22-00898	BLANKET PO FOR VARIOUS PARTS	189.75	0.00	B
AKEQU005	A&K EQUIPMENT COMPANY INC.	22-00906	BLANKET PO FOR VARIOUS PARTS	90.71	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	22-00930	Gutter broom joystick	227.50	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-00972	JAN - MARCH 2022 & INV#2137800	421.38	0.00	
				<u>21,679.43</u>		
2-01-26-290-000-205	STREETS & ROAD	Snowstorm Expenses				
JOHGUI	JOHN GUIRE SUPPLY	22-00173	BELTS AND SELECTOR CABLE	90.92	0.00	
2-01-26-290-000-210	STREETS & ROAD	Network Fleet				
VERIZ015	VERIZON CONNECT	22-00920	INV#320000027041 4.1.22	2,483.30	0.00	
VERIZ015	VERIZON CONNECT	22-00921	INV#623000025085 3.1.22	2,483.30	0.00	
				<u>4,966.60</u>		
2-01-26-290-000-212	STREETS & ROAD	Tools				
GRAING	GRAINGER, INC.	22-00781	DiamondSaw Blades Q#2050387700	54.80	0.00	
2-01-26-290-000-213	STREETS & ROAD	Safety Equipment				
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	22-00895	#246283 HOT MIX ASPHALT 3/18	123.20	0.00	
2-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
UPTFAS	UP-TITE FASTNERS INC.	22-00536	Misc Hardware/Tools N.T.E.	270.09	0.00	B
2-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
GRAING	GRAINGER, INC.	22-00140	MISC HARDWARE SUPPLIES NEEDED	40.80	0.00	B

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2-01-26-290-000-216	STREETS & ROAD		Carpentry Supplies Continued			
GRAING GRAINGER, INC.		22-00724	Sandpaper	120.06	0.00	
GRAING GRAINGER, INC.		22-00825	Impact Gun / Batteries	650.95	0.00	
				811.81		
2-01-26-290-000-218	STREETS & ROAD		Contract.Serv.			
SECWOR SECURITY WORLD INC.		22-00843	INV #60003 4/1/22 - 6/30/22	228.00	0.00	
2-01-26-290-000-222	STREETS & ROAD		Training			
RUTUND RUTGERS UNIVERSITY		22-00917	Anthony Albanese Course Tree	430.00	0.00	
2-01-26-290-000-234	STREETS & ROAD		Road Supplies			
RIVER010 RIVERSIDE SUPPLY CO., INC.		22-00720	42 specmix/ pallet fee	398.16	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			29,493.43		
	Department Total: STREETS & ROAD			29,493.43		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209	SOLID WASTE		Fees			
DELDEM DELISA DEMOLITION, INC.		22-00667	#229463 & 229464 CONST DEBRIS	3,478.18	0.00	
MAZMUL MAZZA MULCH, INC.		22-00672	BRUSH & LEAVES DEC - FEB	4,680.00	0.00	
TRECTY TREASURER CTY OF MONMOUTH		22-00743	#65940 Reclamation Center Feb.	2,642.96	0.00	
DELDEM DELISA DEMOLITION, INC.		22-00745	#229767 & 229768 CONST DEBRIS	2,377.24	0.00	
DELDEM DELISA DEMOLITION, INC.		22-00819	#229971 & 229972 CONST DEBRIS	1,925.30	0.00	
DELDEM DELISA DEMOLITION, INC.		22-00820	#229918 TRASH FEES 3/1-3/15/22	26,398.32	0.00	
RUBREC RUBBERCYCLE LLC		22-00830	#134465 & 134750 Tire Disposal	40.00	0.00	
TRECTY TREASURER CTY OF MONMOUTH		22-00847	65894 Reclamation Center Jan.	1,801.82	0.00	
DELDEM DELISA DEMOLITION, INC.		22-00893	#232294 & 232295 CONST DEBRIS	1,573.66	0.00	
				44,917.48		
2-01-26-305-000-218	SOLID WASTE		Contract.Serv.			
DELDEM DELISA DEMOLITION, INC.		22-00801	INVOICE #232189 APRIL 2022	45,416.65	0.00	
DELDEM DELISA DEMOLITION, INC.		22-00892	INVOICE #229090 MARCH 2022	45,416.65	0.00	
CINCOR CINTAS CORPORATION NO 2		22-00943	Restocking of first-aid supply	538.88	0.00	
				91,372.18		
	Extd Total: SOLID WASTE COLLECTION			136,289.66		
	Department Total: SOLID WASTE			136,289.66		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-204	BUILDING & GND		Building Supplies			
OPTIMUM OPTIMUM		22-00771	#07866-183188-01-1 1/08 - 4/7	93.72	0.00	
ATLLOK ATLANTIC LOCK & SAFE		22-00896	#26396 REPAIRS TO PD REAR DOOR	826.00	0.00	
				919.72		
2-01-26-310-000-210	BUILDING & GND		Building Repairs			
AIRSYS AIR SYSTEMS MAINTENANCE, INC.		22-00429	Proposal 22 7143 Air Handler	4,047.00	0.00	
GRAING GRAINGER, INC.		22-00723	Toilet Seats	125.04	0.00	
GRAING GRAINGER, INC.		22-00779	Door Lockset Q#2050399560	148.15	0.00	

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2-01-26-310-000-210 GRAING GRAINGER, INC.	BUILDING & GND Building Repairs Continued Toilet Q#2050485714	22-00838		165.17 4,485.36	0.00	
	Extd Total: BUILDINGS & GROUNDS			5,405.08		
	Department Total: BUILDING & GND			5,405.08		
	CAFR Total:			171,188.17		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-202 ATLFIR ATLANTIC SECURITY & FIRE, INC. OPTIMUM OPTIMUM	SENIOR CENTER Util. and Service Contr. INVOICE #127413 3/1 - 5/31/22 #07866-196932-01-7 3/15 - 4/14	22-00784 22-00804		98.85 8.33 107.18	0.00 0.00	
2-01-27-350-000-204 WBMASON W.B.MASON CO., INC.	SENIOR CENTER Print & Office Supplies Officesuply,type,whiteout,Enve	22-00646		269.23	0.00	
2-01-27-350-000-205 BODYB005 BODY BY BEY	SENIOR CENTER Recreation & Social 1ST QUARTER 2022 CLASESS	22-00376		300.00	0.00	B
2-01-27-350-000-207 QUEVAC QUEEN VACUUM & SEWING MACHINE	SENIOR CENTER Equipment Repair Vacuum Repair	22-00818		115.95	0.00	
	Extd Total: SENIOR CENTER			792.36		
	Department Total: SENIOR CENTER			792.36		
	CAFR Total:			792.36		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
2-01-28-370-000-293 LIFSTO LIFE STORAGE #448	RECREATION Storage SPACE #230 4/1/22 - 3/1/23	22-00981		2,640.00	0.00	
2-01-28-370-000-297 AIRSYS AIR SYSTEMS MAINTENANCE, INC.	RECREATION Contractual Maintenance Agreement 2022	22-00689		1,930.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			4,570.00		
	Department Total: RECREATION			4,570.00		
	CAFR Total:			4,570.00		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
2-01-29-390-000-299 ASBFRE ASBURY PARK FREE PUBLIC LIBRAR	PUBLIC LIBRARY Misc. 1st Q 2022 Library	22-00855		70,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			70,000.00		
	Department Total: PUBLIC LIBRARY			70,000.00		
	CAFR Total:			70,000.00		

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Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
NJAMER	N.J. AMERICAN WATER CO.	22-00773	#1018-210022681275 1/6-2/2	82.50	0.00	
JCPL	JCPL	22-00916	#100 135 237 574 2/23-3/23	118.30	0.00	
JCPL	JCPL	22-00953	100 015 433 426 2/23-3/23	2,190.73	0.00	
				<u>2,391.53</u>		
Extd Total: LIGHT,HEAT,POW				2,391.53		
Extd: STREET/TRAFFIC						
2-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	22-00916	#100 135 237 574 2/23-3/23	36.37	0.00	
Extd Total: STREET/TRAFFIC				36.37		
Department Total: LIGHTING				2,427.90		
Department: TELEPHONE						
Extd: TELEPHONE						
2-01-31-440-000-299 TELEPHONE Misc.						
ATLLC	AT&T MOBILITY LLC	22-00803	#287284936037 2/12-3/11	898.43	0.00	
ATLLC	AT&T MOBILITY LLC	22-00822	#287284651437 2/12 - 3/11	2,493.67	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	22-00919	INVOICE 330005-M APRIL 2022	3,631.41	0.00	
				<u>7,023.51</u>		
Extd Total: TELEPHONE				7,023.51		
Department Total: TELEPHONE				7,023.51		
Department: GASOLINE						
Extd: GASOLINE						
2-01-31-460-000-299 GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-00741	#17034716 UNLEADED RFG GAS	15,684.89	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-00863	#17106984 & 17097239 FUEL	9,601.98	0.00	
				<u>25,286.87</u>		
Extd Total: GASOLINE				25,286.87		
Department Total: GASOLINE				25,286.87		
CAFR Total:				34,738.28		
Department: INTERLOCALS - COUNTY 911/DISPATCH SERV.						
Extd: INTERLOCALS - COUNTY 911/DISPATCH SERV.						
2-01-42-250-000-299 INTERLOCALS-CTY 911/DISPTACH SERVICES						
MONCOU	MONMOUTH COUNTY TREASURER	22-00854	2022 911 Services	680,565.00	0.00	
Extd Total: INTERLOCALS - COUNTY 911/DISPATCH SERV.				680,565.00		
Department Total: INTERLOCALS - COUNTY 911/DISPATCH SERV.				680,565.00		
CAFR Total:				680,565.00		

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Department: MUNIC COURT Extd: MUNICIPAL COURT						
2-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015	MICHAEL G. CELLI JR	22-00884	conflict judge march 2022	500.00	0.00	
2-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	22-00753	INVOICE #23072 3/11 SERVICES	165.00	0.00	
2-01-43-490-000-247	MUNIC COURT Leases					
GREFIN	GREATAMERICA FINANCIAL SVCS.	22-00881	INVOICE #31288304 MAY 2022	145.00	0.00	
Extd Total: MUNICIPAL COURT				810.00		
Department Total: MUNIC COURT				810.00		
CAFR Total:				810.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
2-01-55-001-000-011	ACCOUNTS PAYABLE					
COPOW	COOPER POWER SYSTEMS	21-03205	COMPRESSOR MAINTANENCE	465.00	0.00	
Extd Total: TAXES PAYABLE:				465.00		
Department Total: TAXES PAYABLE:				465.00		
CAFR Total: CURRENT FUND NON BUDGET ACCTS:				465.00		
Fund Total: CURRENT				1,707,913.91		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
2-05-55-502-000-207	BEACH UTILITY O/E: Clothing					
YESGRA	YES GRAPHIC	22-00678	sweatshirts,tee shirts, vest	630.40	0.00	
2-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
OPTIMUM	OPTIMUM	22-00770	#07866-197754-01-4 2/15 - 3/14	157.13	0.00	
OPTIMUM	OPTIMUM	22-00839	07866-197754-01-4 3/15 - 4/14	157.13	0.00	
				314.26		
2-05-55-502-000-218	BEACH UTILITY O/E: Tools					
GRAING	GRAINGER, INC.	22-00815	Knot Wire Brush Q#2050457429	44.34	0.00	
Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:				989.00		
Department Total: UTILITY OE				989.00		
CAFR Total:				989.00		
Fund Total: BEACH				989.00		

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Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
2-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
GRAING GRAINGER, INC.	22-00671 Secure Mailbox Train Station			355.71	0.00	
2-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO IPS GROUP, INC.	22-00757 Meter Battery Adaptor Cable			153.96	0.00	
2-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PAYBY005 PAYBYPHONE TECHNOLOGIES, INC.	22-00758 Feb 2022 Transaction Fees			47.25	0.00	
PARKM005 PARKMOBILE USA, LLC	22-00759 #INV27588 FEBRUARY 2022			<u>3,507.30</u>	0.00	
				3,554.55		
2-06-55-502-000-219	TRANSP. UTILITY OE Traffic Signals					
NEWIRON NEWARK IRONBOUND ELECTRICAL	22-00366 Asbury&Pine Traff Light Repair			745.89	0.00	
2-06-55-502-000-227	TRANSP UTILITY Contractual Services					
KEPSPR KEPWEL SPRING WATER	22-00922 ACCT #117290 MARCH 2022			12.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			4,822.11		
	Department Total: UTILITY OE			4,822.11		
	CAFR Total:			4,822.11		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			4,822.11		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
2-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING GRAINGER, INC.	22-00754 Viton Sheets for Gaskets			316.34	0.00	
GRAING GRAINGER, INC.	22-00888 Pump Belt Dressing Lube			<u>241.15</u>	0.00	
				557.49		
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
AIRSYS AIR SYSTEMS MAINTENANCE, INC.	22-00434 Burnham Boiler #3 Diagnostic			1,285.00	0.00	
AIRSYS AIR SYSTEMS MAINTENANCE, INC.	22-00435 Diagnostics on HV4 Air Handler			2,365.00	0.00	
SECWOR SECURITY WORLD INC.	22-00909 60057 SEWER PLANT SERVICE CALL			<u>415.00</u>	0.00	
				4,065.00		
2-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
MUNMAI MUNICIPAL MAINTENANCE CO.	22-00726 Labor to install Influent Pump			3,320.00	0.00	
2-07-55-502-000-209	SEWER UTILITY O/E: Fees					
SECWOR SECURITY WORLD INC.	22-00844 INV #60004 4/1/22 - 6/30/22			600.00	0.00	
TREDEP TREASURER-STATE NJ - NJDEP	22-00890 WWTP PID 46081 Permit Renewal			<u>46,423.79</u>	0.00	
				47,023.79		
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
TMASSO T & M ASSOCIATES	22-00453 WWTP GAS GENERATOR SERVICES			1,789.50	0.00	B
OPTIMUM OPTIMUM	22-00767 #07866-152521-04-4 2/15 - 3/14			29.95	0.00	
KEPSPR KEPWEL SPRING WATER	22-00922 ACCT #117290 MARCH 2022			71.00	0.00	

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2-07-55-502-000-218 CERID005 CERIDA INVESTMENT CORP.	SEWER UTILITY O/E: Contract Services Continued	22-00967	INV #127-12717 MARCH 2022	168.87 2,059.32	0.00	
2-07-55-502-000-220 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Accounting	22-00877	Usage data 4000231499 3.31.22	394.88	0.00	
2-07-55-502-000-224 PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Sludge Removal	22-00696	INVOICE #520198 FEBRUARY 2022	11,543.00	0.00	
RUSREI RUSSELL REID WASTE HAULING &		22-00766	#0006420478 FEBRUARY 2022	14,553.00 26,096.00	0.00	
2-07-55-502-000-230 MIRCHE MIRACLE CHEMICAL COMPANY	SEWER UTILITY O/E: Hypochlorite	22-00701	2/21/22 SODIUM HYPOCHLORITE	4,060.00	0.00	
2-07-55-502-000-231 ERAINC ENVIRONMENTAL RESOURCE ASSOC.	SEWER UTILITY O/E: Lab Supplies	22-00391	Q# 00113435 Lab test materials	283.78	0.00	
2-07-55-502-000-234 TMASSO T & M ASSOCIATES	UTILITY OE ARP Funds	22-00452	MEMORIAL DR SEWER REPLACEMENT	10,277.50	0.00	B
RAPPUM RAPID PUMP & METER SERVICE		22-00840	INV#RSRI64056 VFD MOTOR REPAIR	7,350.95	0.00	
ELEMAI ELECTRO MAINTENACE INC.		22-00841	INV #12949 VFD PURCHASE	37,663.25 55,291.70	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				143,151.96		
Department Total: UTILITY OE				143,151.96		
2-07-55-599-001-299 TRYSTN TRYSTONE CAPITAL ASSETS, LLC	SEWER REFUNDS - P/Y	22-00865	REFUND OF SEWER SUBS	12,919.79	0.00	
ACTFII ATCF II NJ,LLC TAX SERV.CUST.		22-00867	REFUND OF SEWER SUBS	163.87	0.00	
FIGCU005 FIG CUST FIGNJ19LLC SEC PTY		22-00870	REFUND OF SEWER SUBS	36,152.95 49,236.61	0.00	
Extd Total:				49,236.61		
Department Total:				49,236.61		
CAFR Total:				192,388.57		
Fund Total: SEWER UTILITY: BUDGET:				192,388.57		
Year Total:				1,906,113.59		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-006 MILCOM MILLENNIUM COMMUNICATIONS	Various General Capital Improvements	21-01206	SOUTH BOARDWALK SECURTIY	92,208.75	0.00	
Extd Total: Ord. 2017-2 Various Capital Improvements				92,208.75		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001 TMASSO T & M ASSOCIATES	Section 20 Costs	21-02853	FIRE DEPARTMENT HEADQUARTERS	883.00	0.00	B
Extd Total: Odr. 2018-57 Acq. of Real Property FH				883.00		

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Extd: Ord. 2021-36 Various Capital Improv.						
C-04-55-998-182-001	Section 20 Costs					
ASBPAK ASBURY PARK PRESS		22-00885	NOTICE OF INTENT TO AWARD HGAC	61.40	0.00	
	Extd Total: Ord. 2021-36 Various Capital Improv.			61.40		
	Department Total:			93,153.15		
	CAFR Total:			93,153.15		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			93,153.15		
Fund: SEWER CAPITAL FUND BUDGET:						
Extd: Sewer Plant Improvements - Ord. #3038						
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO T & M ASSOCIATES		20-01233	WWTP RBC REPLACEMENT	285.25	0.00	B
TMASSO T & M ASSOCIATES		21-02513	THREE ADDITIONAL RBC TRAINS	571.52	0.00	B
				<u>856.77</u>		
C-08-55-526-013-002	Sewer Plant Improvements - Ord. #3038					
BRWELD BR WELDING, INC.		20-03450	RBC WEST CHANNEL IMPROVEMENTS	574,007.56	0.00	B
BRWELD BR WELDING, INC.		21-02859	MEDIA REMOVAL & DELIVERY	104,753.55	0.00	B
				<u>678,761.11</u>		
	Extd Total: Sewer Plant Improvements - Ord. #3038			679,617.88		
	Department Total:			679,617.88		
Extd: Ord. 2018-5 Various Sewer Improv.						
C-08-55-528-019-002	Sewer Utility Improvements					
BRWELD BR WELDING, INC.		21-02859	MEDIA REMOVAL & DELIVERY	13,750.16	0.00	B
	Extd Total: Ord. 2018-5 Various Sewer Improv.			13,750.16		
	Department Total:			13,750.16		
Extd: Ord. 2019-13 Acquisition of RBC's						
C-08-55-529-019-001	Acquisition of RBC's					
BRWELD BR WELDING, INC.		21-02859	MEDIA REMOVAL & DELIVERY	14,379.64	0.00	B
	Extd Total: Ord. 2019-13 Acquisition of RBC's			14,379.64		
	Department Total:			14,379.64		
	CAFR Total:			707,747.68		
	Fund Total: SEWER CAPITAL FUND BUDGET:			707,747.68		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PARKING CAPITAL						
Department: Ord. 2019-7 Transport.Utility Improve.						
Extd: Ord. 2019-7 Transport.Utility Improve.						
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO T & M ASSOCIATES		19-03697	Reso 2019-328 Asbury/Ridge	1,099.00	0.00	B
Extd Total: Ord. 2019-7 Transport.Utility Improve.				1,099.00		
Department Total: Ord. 2019-7 Transport.Utility Improve.				1,099.00		
Department: Ord. 2020-8 Memorial Drive Paving						
Extd: Ord. 2020-8 Memorial Drive Paving						
C-09-17-906-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03383	Reso 2020-303 Memorial Dr.	29,612.20	0.00	B
Extd Total: Ord. 2020-8 Memorial Drive Paving				29,612.20		
Department Total: Ord. 2020-8 Memorial Drive Paving				29,612.20		
Department: Ord. 2020-24 Bond Street Improvements						
Extd: Ord. 2020-24 Bond Street Improvements						
C-09-17-907-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03381	Reso 2020-302 Bond St. Improv	8,651.90	0.00	B
C-09-17-907-000-902	DOT Grant					
LUCBRO LUCAS BROTHERS, INC.		21-03115	BOND STREET IMPROVEMENTS GRANT	139,801.90	0.00	B
Extd Total: Ord. 2020-24 Bond Street Improvements				148,453.80		
Department Total: Ord. 2020-24 Bond Street Improvements				148,453.80		
CAFR Total:				179,165.00		
Fund Total: PARKING CAPITAL				179,165.00		
Year Total:				980,065.83		
Fund: GRANT FUND BUDGET:						
G-02-43-937-020-200	Bulletproof Vest Grant					
LANASO LANIGAN ASSOCIATES. INC.		22-00293	Body Armor Vests	3,186.00	0.00	
Extd Total:				3,186.00		
Department Total:				3,186.00		
CAFR Total:				3,186.00		
Fund Total: GRANT FUND BUDGET:				3,186.00		
Year Total:				3,186.00		

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Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-003	Community Events					
PURGLA	PURPLE GLAZE DONUTS	21-03267	Refreshments for Tree Lighting	55.00	0.00	
	Extd Total:	2021 CDBG B21MC340100 CFDA 14.218		55.00		
	Department Total:			55.00		
	CAFR Total:			55.00		
	Fund Total:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:		55.00		
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	22-00879	PUBLIC DEFENDER MARCH 2022	2,000.00	0.00	
	Extd Total:			2,000.00		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	22-00949	1ST QTR 2022 DCA FEES	4,657.00	0.00	
	Extd Total:	5 YR EMERGENCY		4,657.00		
T-20-56-850-878-801	Reserve for Recreation					
AMAZ0005	AMAZON.COM SERVICES	22-00769	supplies for Rock & Roll Event	325.17	0.00	
WBMASON	W.B.MASON CO., INC.	22-00775	Supplies for Rock & Roll Event	301.90	0.00	
				627.07		
	Extd Total:			627.07		
	Department Total:			7,284.07		
	CAFR Total:			7,284.07		
	Fund Total:	TRUST OTHER		7,284.07		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
INSENG	INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		
T-21-00-454-000-299	1503 PARK AVENUE (PADRAIC GALLAGHER)					
INSENG	INSITE ENGINEERING, LLC	22-00812	Insite ZB Outstdg Invoice	200.00	0.00	
JACSER	JACK A. SERPICO	22-00816	Serpico ZB outdgd Invoice	150.00	0.00	
				350.00		
	Extd Total:			350.00		
	Department Total:			350.00		

Attachment: Bill List 4-13-22 (2022-177 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)					
INSENG	INSITE ENGINEERING, LLC	22-00263	Insite PB/ZB outstdg invoices	1,300.00	0.00	
TMASSO	T & M ASSOCIATES	22-00958	LAF421823 910 Cookman Ave.	652.00	0.00	
				<u>1,952.00</u>		
	Extd Total:			1,952.00		
	Department Total:			1,952.00		
T-21-00-468-000-299	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
INSENG	INSITE ENGINEERING, LLC	22-00263	Insite PB/ZB outstdg invoices	140.00	0.00	
	Extd Total:			140.00		
	Department Total:			140.00		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
INSENG	INSITE ENGINEERING, LLC	22-00097	PB/ZB Insite Invoices 11/2021	140.00	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00263	Insite PB/ZB outstdg invoices	825.00	0.00	
				<u>965.00</u>		
	Extd Total:			965.00		
	Department Total: PERS			965.00		
T-21-00-478-000-299	407-409 SEWALL AVE.(407 SEWALL AVE.,LLC)					
INSENG	INSITE ENGINEERING, LLC	22-00097	PB/ZB Insite Invoices 11/2021	363.99	0.00	
	Extd Total:			363.99		
	Department Total:			363.99		
T-21-00-494-000-299	202 7TH AVE(202 7TH AVE, LLC/P.FASANO)					
TMASSO	T & M ASSOCIATES	22-00957	LAF421822 202 7th Ave.	326.00	0.00	
	Extd Total:			326.00		
	Department Total:			326.00		
T-21-00-499-000-299	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
INSENG	INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	195.00	0.00	
	Extd Total:			195.00		
	Department Total:			195.00		
T-21-00-504-000-299	722-724 COOKMAN(INSPECTION)(C&C COOKMAN)					
INSENG	INSITE ENGINEERING, LLC	22-00263	Insite PB/ZB outstdg invoices	608.25	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	368.12	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00728	INSITE PB/ZB Invoices FEB 2022	654.84	0.00	
				<u>1,631.21</u>		
	Extd Total:			1,631.21		
	Department Total:			1,631.21		

Attachment: Bill List 4-13-22 (2022-177 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-506-000-299	321 SUNSET AVENUE(N.CINGULAR WIRELESS)					
INSENG	INSITE ENGINEERING, LLC	22-00286	PB/ZB OUTSTNDG INVOICES-INSITE	470.00	0.00	
	Extd Total:			470.00		
	Department Total:			470.00		
T-21-00-508-000-299	503 8TH AVE.(503 8TH AVENUE,LLC/FASANO)					
INSENG	INSITE ENGINEERING, LLC	22-00718	Insite PB/ZB outstdg invoices	1,321.45	0.00	
	Extd Total:			1,321.45		
	Department Total:			1,321.45		
Department: CAPITAL OUTLAY						
T-21-00-512-000-299	407 SEWALL(INSPECTIONS)(407 SEWALL,LLC)					
INSENG	INSITE ENGINEERING, LLC	22-00097	PB/ZB Insite Invoices 11/2021	756.01	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00718	Insite PB/ZB outstdg invoices	877.50	0.00	
				<u>1,633.51</u>		
	Extd Total:			1,633.51		
	Department Total:		CAPITAL OUTLAY	1,633.51		
T-21-00-518-000-299	AP TRIANGLE-INSPECTION(ASBURY PRT/iStar)					
INSENG	INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	1,699.14	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00728	INSITE PB/ZB Invoices FEB 2022	1,249.84	0.00	
				<u>2,948.98</u>		
	Extd Total:			2,948.98		
	Department Total:			2,948.98		
Department: BOND PRINCIPAL						
T-21-00-520-000-299	1121 ASBURY AVENUE(NICOLE GRAHAM)					
INSENG	INSITE ENGINEERING, LLC	22-00286	PB/ZB OUTSTNDG INVOICES-INSITE	390.00	0.00	
	Extd Total:			390.00		
	Department Total:		BOND PRINCIPAL	390.00		
Department: INT ON NOTES						
T-21-00-523-000-299	705 SUNSET AVENUE(SAVITHA RAO)					
INSENG	INSITE ENGINEERING, LLC	22-00718	Insite PB/ZB outstdg invoices	390.00	0.00	
	Extd Total:			390.00		
	Department Total:		INT ON NOTES	390.00		
T-21-00-524-000-299	BLOCK 4001(AP BLOCK 4001 VENTURE, LLC)					
INSENG	INSITE ENGINEERING, LLC	22-00286	PB/ZB OUTSTNDG INVOICES-INSITE	2,185.00	0.00	

Attachment: Bill List 4-13-22 (2022-177 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-524-000-299	BLOCK 4001(AP BLOCK 4001 VENTURE, LLC) Continued					
INSENG	INSITE ENGINEERING, LLC	22-00718	Insite PB/ZB outstdg invoices	2,865.00	0.00	
				5,050.00		
	Extd Total:			5,050.00		
	Department Total:			5,050.00		
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
INSENG	INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	233.12	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00728	INSITE PB/ZB Invoices FEB 2022	587.34	0.00	
				820.46		
	Extd Total:			820.46		
	Department Total:			820.46		
T-21-00-529-000-299	1207 PINE STREET(3 SUNSET DRIVE, LLC)					
INSENG	INSITE ENGINEERING, LLC	22-00097	PB/ZB Insite Invoices 11/2021	270.00	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	474.52	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00718	Insite PB/ZB outstdg invoices	2,393.18	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00728	INSITE PB/ZB Invoices FEB 2022	260.00	0.00	
TMASSO	T & M ASSOCIATES	22-00959	LAF421824 1207 Pine St.	475.50	0.00	
				3,873.20		
	Extd Total:			3,873.20		
	Department Total:			3,873.20		
T-21-00-530-000-299	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)					
INSENG	INSITE ENGINEERING, LLC	22-00097	PB/ZB Insite Invoices 11/2021	520.00	0.00	
	Extd Total:			520.00		
	Department Total:			520.00		
T-21-00-534-000-299	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)					
INSENG	INSITE ENGINEERING, LLC	22-00286	PB/ZB OUTSTNDG INVOICES-INSITE	605.00	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	1,405.00	0.00	
				2,010.00		
	Extd Total:			2,010.00		
	Department Total:			2,010.00		
T-21-00-535-000-299	704 4TH AVE(INSF.FEE)(13 GRAND POINT WY)					
INSENG	INSITE ENGINEERING, LLC	22-00286	PB/ZB OUTSTNDG INVOICES-INSITE	1,701.80	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	230.60	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00728	INSITE PB/ZB Invoices FEB 2022	519.84	0.00	
				2,452.24		
	Extd Total:			2,452.24		
	Department Total:			2,452.24		

Attachment: Bill List 4-13-22 (2022-177 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-538-000-299 INSENG	1411 MEMORIAL DR(THOMAS CALTABILOTA,LLC) INSITE ENGINEERING, LLC	22-00097	PB/ZB Insite Invoices 11/2021	130.00	0.00	
	Extd Total:			130.00		
	Department Total:			130.00		
T-21-00-542-000-299 INSENG	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL) INSITE ENGINEERING, LLC	22-00299	INSITE PB/ZB INVOICES JAN 2022	2,080.00	0.00	
INSENG	INSITE ENGINEERING, LLC	22-00728	INSITE PB/ZB Invoices FEB 2022	195.00	0.00	
				2,275.00		
	Extd Total:			2,275.00		
	Department Total:			2,275.00		
T-21-00-545-000-299 INSENG	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING) INSITE ENGINEERING, LLC	22-00728	INSITE PB/ZB Invoices FEB 2022	2,600.00	0.00	
	Extd Total:			2,600.00		
	Department Total:			2,600.00		
	CAFR Total:		PLANNING & ZONING ESCROW FUND BUDGET:	33,258.04		
	Fund Total:		PLANNING & ZONING ESCROW FUND BUDGET:	33,258.04		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802 ANSZAR	ISTAR-2 ESCROW - Miscellaneous ANSELL,GRIMM & AARON, P.C.	22-00777	#480623: REDEVELOPMENT AGENCY	19.50	0.00	
	Extd Total:			19.50		
	Department Total:			19.50		
	CAFR Total:			19.50		
	Fund Total:		ISTAR-2 ESCROW FUND:	19.50		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-826 MARFAL	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO) MARAZITI FALCON, LLP	22-00693	PROFESSIONAL SERVICES RENDERED	357.50	0.00	
T-48-56-850-000-837 MARFAL	BONDABLE/INFRASTRUCTURE(ISTAR/ASB.PART.) MARAZITI FALCON, LLP	22-00693	PROFESSIONAL SERVICES RENDERED	422.50	0.00	
T-48-56-850-000-843 MARFAL	COVE AT ASBURY, THE(K.HOVNANIAN) MARAZITI FALCON, LLP	22-00693	PROFESSIONAL SERVICES RENDERED	325.00	0.00	
T-48-56-850-000-850 MARFAL	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC) MARAZITI FALCON, LLP	22-00693	PROFESSIONAL SERVICES RENDERED	682.50	0.00	
	Extd Total:			1,787.50		
	Department Total:			1,787.50		
	CAFR Total:			1,787.50		
	Fund Total:		CITY OF ASBURY PARK REDEVELOPMENT ESCROW	1,787.50		
	Year Total:			42,404.11		

Attachment: Bill List 4-13-22 (2022-177 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Total Charged Lines: 434 Total List Amount: 3,037,109.50 Total Void Amount: 0.00						

Attachment: Bill List 4-13-22 (2022-177 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	36,845.50	0.00	0.00	36,845.50
SEWER UTILITY: BUDGET:	1-07	68,494.47	0.00	0.00	68,494.47
Year Total:		105,339.97	0.00	0.00	105,339.97
CURRENT	2-01	1,707,913.91	0.00	0.00	1,707,913.91
BEACH	2-05	989.00	0.00	0.00	989.00
TRANSPORTATION UTILITY: BUDGET:	2-06	4,822.11	0.00	0.00	4,822.11
SEWER UTILITY: BUDGET:	2-07	192,388.57	0.00	0.00	192,388.57
Year Total:		1,906,113.59	0.00	0.00	1,906,113.59
GENERAL CAPITAL FUND BUDGET:	C-04	93,153.15	0.00	0.00	93,153.15
SEWER CAPITAL FUND BUDGET:	C-08	707,747.68	0.00	0.00	707,747.68
PARKING CAPITAL	C-09	179,165.00	0.00	0.00	179,165.00
Year Total:		980,065.83	0.00	0.00	980,065.83
GRANT FUND BUDGET:	G-02	3,186.00	0.00	0.00	3,186.00
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	55.00	0.00	0.00	55.00
TRUST OTHER	T-20	7,284.07	0.00	0.00	7,284.07
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	33,258.04	0.00	0.00	33,258.04
ISTAR-2 ESCROW FUND:	T-42	19.50	0.00	0.00	19.50
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	1,787.50	0.00	0.00	1,787.50
Year Total:		42,404.11	0.00	0.00	42,404.11
Total Of All Funds:		3,037,109.50	0.00	0.00	3,037,109.50

April 13, 2022 Council Meeting

Balance Brought Forward from Total List Amount	\$ 3,037,109.50
Public Employee's Retirement System; State of NJ	\$ 1,060,002.00
Police & Fireman's Retirement System; State of NJ	\$ 4,836,405.00
PMA Management Corporation	\$ 103,420.36
Institute for Professional Development	\$ 50.00
Total:	<u><u>\$ 9,036,986.86</u></u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-179

Resolution authorizing an agreement with Mazza Recycling for the processing and disposition of recycling materials recovered through the City's recycling program not-to-exceed \$140,000.00 for 2022.



RESOLUTION NO. 2022-179

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH MAZZA RECYCLING FOR THE PROCESSING AND DISPOSITION OF RECYCLABLE MATERIALS

WHEREAS, there exists the need for the City of Asbury Park to enter into an agreement for the processing and disposition of recyclable materials recovered through the City's recycling program; and

WHEREAS, the Local Public Contracts Law, N.J. S.A. 40A:11-5(1)(s), provides that municipalities may enter into contracts for the disposition of recyclable materials without public bidding; and

WHEREAS, this contract is being awarded in accordance with the requirements of N.J. S.A. 19:44A-20.5 et seq. applicable to non-fair and open contracts; and

WHEREAS, the City has obtained a quote from Mazza Recycling; and

WHEREAS, Mazza Recycling has completed and submitted a Business Entity Disclosure Certification certifying that it has not made any contributions to any political or candidate committee in the City of Asbury Park in the previous one-year period, and the subject contract will prohibit any corporation from making any reportable contributions during the term of this contract; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the processing and disposition of recyclable materials to Mazza Recycling at a rate of \$77.75 per ton and shall not exceed a rate of \$110.00 per ton; and

WHEREAS, the amount paid pursuant to this agreement shall not exceed \$140,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 2-01-26-305-000-209. The maximum dollar value of the pending contract is as set forth in the resolution.

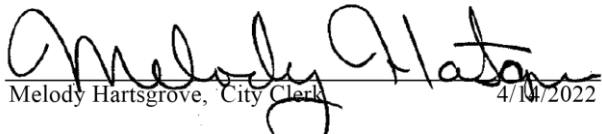
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize a contract

for the disposition of recyclable materials in the amount not-to-exceed \$140,00.00 to Mazza Recycling.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-179 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/13/2022

MELODY HARTSGROVE
CITY CLERK

**Client Information:**

Customer Name	The City of Asbury Park
Street	9 Main Street
Municipality, State, Zip	Asbury Park, NJ 07712
Contact Name	Tracy A. Lizardi, Director of Purchasing
Contact Phone	(732)-502-5710
Contact FAX	n/a
Contact Email	tracy.lizardi@cityofasburypark.com

Service: Processing of Class A Recyclables

Rates shown on this quote are for the processing of Class A Recyclables (Cardboard, Residential Single Stream, Mixed Paper). Commodity rates are based on market fluctuation and are updated monthly. Pricing will be provided monthly via e-mail and will be sent by Jennifer Dennis (jdennis@mazzarecycling.com)

March Pricing for Materials Delivered to Mazza's Recycling Facility

Residential Single Stream: Charge to Municipality of \$77.75 per net ton

Mixed Paper: Rebate to Municipality of \$5.00 per net ton

Old Corrugated Containers: Rebate to Municipality of \$65.00 per net ton

Please do not hesitate to contact me with any questions pertaining to this matter.

Regards,

A handwritten signature in black ink, appearing to read "CASANDRA MAGGIO".

Casandra L. Maggio
 Revenue Manager
 Mazza Recycling Services, Ltd.
 Office: (732)-922-9292 ext 146
 Cell: (732)-673-7695
casandra@mazzarecycling.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-180

Resolution approving change order #2 for Bond Street Improvements Project in the amount of \$0.00



RESOLUTION NO. 2022-180

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

RESOLUTION APPROVING CHANGE ORDER #2 FOR BOND STREET IMPROVEMENTS PROJECT

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

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

WHEREAS, the City had approved via Resolution 2022-161 Change Order #1 and had no change to the contract amount of \$1,657,657.00; and

WHEREAS, the City Engineer is requesting Change Order #2 in the amount of \$0.00; and

WHEREAS, Change Order # 2 reflects additions and reductions resulting in a zero (\$0.00) dollar net change to the contract; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 2 shall not exceed zero dollars and zero cents (\$0.00).

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

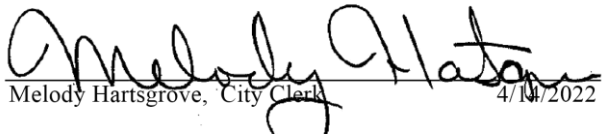
BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-180 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/13/2022

MELODY HARTSGROVE
CITY CLERK

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

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

CHANGE ORDER NO. 2

DATE: April 1, 2022
PROJECT: Bond Street Improvements
OWNER: City of Asbury Park
CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Item 6 is reduced to reflect current as-built quantity.

EXTRA:

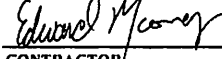
Item 7 is increased to reflect current as-built quantity.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:


JASON D. HARZOLD PRINCIPAL
PROJECT MANAGER

ACCEPTED:


CONTRACTOR
Lucas Brothers, Inc.

OWNER'S
APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$8,800.00
B. TOTAL EXTRAS THIS C.O.	\$8,800.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXX
TOTALS THIS C.O.	\$8,800.00	\$8,800.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$8,500.00	\$8,500.00
TOTAL CHANGE ORDERS TO DATE	\$17,300.00	\$17,300.00
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE

\$1,657,657.00

CHANGE ORDERS TO DATE

0.00%

\$0.00

REVISED CONTRACT PRICE

\$1,657,657.00

Attachment: LUCAS BROTHERS CHANGE ORDER 2 (2022-180 : Change Order #2 for Bond Street Improvement Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-181

Amended agreement covering the seasons of 2022+2023, so as to incorporate language relating to provision of free surfing lessons for the Asbury Park youth.



RESOLUTION NO. 2022-181

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

RESOLUTION AMENDING THE TWO-YEAR EXTENSION OF THE CONTRACT WITH SUMMERTIME SURF, LLC REGARDING THE OPERATION OF A SEASONAL CONCESSION INVOLVING SURF LESSONS COVERING THE SUMMER SEASONS OF 2022 AND 2023.

WHEREAS, on February 27, 2019, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2019-96, which authorized the award of a contract to Summertime Surf, LLC (the “Contractor”), to provide private surf lessons to the public in a designated area of the Asbury Park beach front (Eight Avenue Beach) (the “Contract”); and

WHEREAS, the Contract was entered into between the City and the Contractor (hereinafter collectively referred to as the “Parties”) in or about May 29, 2019; and

WHEREAS, the initial term of the Contract covered the summer seasons of 2019, 2020 and 2021, with the option to enter into up to two (2) one-year extensions, through 2023; and

WHEREAS, on November 10, 2021, the Parties entered into an Agreement Authorizing a Two-Year Extension of the Contract covering the summer seasons of 2022 and 2023 (the “Two-Year Extension Agreement”); and

WHEREAS, the Parties wish to enter into an Amended Two-Year Extension Agreement (the “Amended Agreement”), to include additional language relating to the provision of free surfing lessons for Asbury Park youths; and

WHEREAS, all other terms and conditions of the Contract, as amended by the Two-Year Extension Agreement, shall remain effective and unaltered.

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

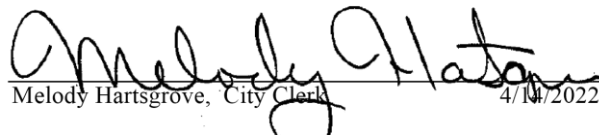
1. That the City hereby consents to and authorizes the execution of the attached Amended Agreement covering the summer seasons of 2022 and 2023, so as to incorporate additional language relating to the provision of free surfing lessons for Asbury Park youths.
2. That all other terms and conditions of the Contract, as amended by the Two-

Year Extension Agreement, shall remain effective and unaltered.

3. That the Mayor is hereby authorized to execute and the City Clerk to attest the attached Amended Agreement, on behalf of the City.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Summertime Surf, LLC;
 - b. Donna M. Vieiro, City Manager;
 - c. Asbury Park Superintendent of Public Works;
 - d. Tracy Lizardi, Director of Purchasing;
 - e. JoAnn Boos, CFO; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-181 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-182

Resolution authorizing a professional service contract with Meridian Occupational Health for employment exams and physicals. The average cost for pre-employment exam is approximately \$300. and Police & Fire physicals are approximately \$600 per person.



RESOLUTION NO. 2022-182

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

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

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

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

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

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

WHEREAS, the Chief Financial Officer has certified that funds will be available in various budget accounts within the 2022 Operating Budget;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related exams and physicals to Meridian Occupational Health P.C. in a not-to-exceed amount of \$1,120.00 per person; and

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

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

RESOLUTION NO. 2022-182 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.



Melody Hartsgrove, City Clerk 4/13/2022

MELODY HARTSGROVE
CITY CLERK

OCCUPATIONAL HEALTH SERVICES AGREEMENT

This **OCCUPATIONAL HEALTH SERVICES AGREEMENT** ("Agreement") is made this 7 day of January, 2022 ("Effective Date") by and between Meridian Occupational Health, P.C., a New Jersey professional corporation d/b/a Hackensack Meridian Occupational Health (hereinafter "HMHOH") and City of Asbury Park, (hereinafter "Client"). HMHOH and Client may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, HMHOH is a professional corporation which contracts with employers to provide their employees with occupational health services; and

WHEREAS, Client is located at The City of Asbury Park, and is a Municipality of New Jersey, and

WHEREAS, Client desires to engage HMHOH as an independent contractor to provide occupational health services to Client's employees, and HMHOH desires to be so engaged as an independent contractor to provide such services (the "Services") pursuant to the terms and conditions set forth in this Agreement in accordance with generally accepted standards of practice.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises, covenants and agreements between the Parties hereinafter set forth, HMHOH and Client, intending to be legally bound, agree as follows:

1. **Relationship of HMHOH and Client.** Client hereby retains HMHOH to provide occupational health services as set forth in this Agreement on behalf of Client. It is not intended that an employer-employee, joint venture or partnership arrangement be established hereby expressly or by implication between HMHOH and Client. Rather, in discharging all duties and obligations hereunder, HMHOH and Client shall at all times be and remain in an independent contractor relationship.

2. **Services.** HMHOH agrees to provide to Client the Services set forth in Exhibit A, Statement of Work - Services and Fees ("SOW"), of this Agreement consistent with the scope of its licensing, training experience and qualifications and consistent with accepted standards of medical practice. Client and HMHOH shall execute and date the SOW where indicated. Client shall provide any forms required by Client for use by HMHOH in providing occupational health services, including authorization forms for the release of medical information and/or records. Client acknowledges and agrees that any information requested by Client will be in accordance with applicable state and federal law. As such, Client will only request the information necessary for Client's legal purposes and within the scope of the Services agreed to herein.

3. **Compensation.** Client agrees to reimburse HMHOH for the Services provided under this Agreement pursuant to the fees set forth in the executed SOW, attached hereto as Exhibit A to this Agreement. The Parties understanding and agreeing that the fees listed on the SOW may be amended from time to time by HMHOH on at least thirty (30) days written notice to Client. HMHOH shall bill Client within thirty (30) days after the end of each month in which Services are provided by HMHOH. Client shall make payment to HMHOH within thirty (30) days after

Client's receipt of an invoice which is sufficiently detailed to allow Client to identify the Services provided.

4. Term and Termination.

4.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a term of one (1) year ("Term"). In the event this Agreement is terminated for any reason prior to its first annual anniversary date, the Parties shall be prohibited from entering into another agreement, with each other, for the same or similar Services prior to the passing of the first anniversary of the Effective Date. Upon the mutual written agreement of the Parties, the Term of this Agreement may be extended for additional one (1) year terms.

4.2. Termination Without Cause. Either Party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other Party.

4.3. Event of Default. Notwithstanding any provision to the contrary, any material failure on the part of either Party to observe or perform any of its obligations under this Agreement shall constitute an event of default by that Party. Upon the occurrence of any event of default, the non-defaulting Party may terminate this Agreement by ten (10) days prior written notice to the defaulting Party. In the event the defaulting Party fails to cure the event of default within such ten (10) day period, termination of this Agreement shall be effective on said tenth (10th) day.

4.4. Immediate Termination. Either Party may terminate this Agreement immediately upon written notice in the event that: (a) either Party is suspended or excluded from participation in any government healthcare program; or (b) the license of either Party is suspended, terminated, or revoked by the State of New Jersey.

4.5. Continuation of Service. Upon the termination of this Agreement by either Party for any reason, whether for cause or not for cause, all rights and obligations hereunder shall cease, except those rights and obligations which shall have accrued as a result of the operation of this Agreement.

5. Representations and Warranties.

5.1. HMHOH. HMHOH hereby represents and warrants to Client that the following are true and correct and shall remain true and correct during the Term of this Agreement:

(a) HMHOH is in good standing under applicable laws and regulations governing its existence and operations.

(b) HMHOH shall maintain insurance as required in Section 6.1.

(c) HMHOH is being paid fair market value for the products and/or services to be delivered and HMHOH has not received from nor offered to Client any kickback or other

improper payment from a Client employee or representative in exchange for business transactions between Client and HMHOH.

(d) HMHOH has any and all applicable licenses or certifications required to perform its duties hereunder.

5.2. Client. Client represents and warrants to HMHOH that the following are true and correct and shall remain true and correct during the Term of this Agreement:

(a) Client is in good standing under applicable laws and regulations governing its existence and operations.

(b) Client has any and all applicable licenses or certifications required to perform its duties hereunder.

(c) Client shall maintain insurance as required in Section 6.1.

(d) Client has not received from nor offered to HMHOH any kickback or other improper payment from a HMHOH employee or representative in exchange for business transactions between HMHOH and Client.

6. Miscellaneous.

6.1. Insurance. Each Party shall affect and maintain such insurance policies as are appropriate and customary under the circumstances with companies licensed to do business in New Jersey. Both Parties shall provide the other with evidence of such insurance upon request and agree to promptly notify the other in the event of termination, nonrenewal or modification of coverage. The Parties each agree that said insurance shall include professional liability insurance, to be maintained at their own expense, for the entire period in which claims would arise for Services performed under this Agreement, in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per policy year.

6.2. HIPAA. HMHOH and Client intend to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the implementing regulations at 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") relating to the confidentiality and security of patient health information. HMHOH and Client acknowledge and agree that from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both Parties further acknowledge and agree to comply with requests by the other Party related to HIPAA.

6.3. Assignment. This Agreement shall not be assigned in whole or in part by either Party hereto without the express written consent of the other Party, except that either Party may assign this Agreement to any one or more of its parent company, affiliates or subsidiaries without the consent of the other Party and except that either Party may assign this Agreement to any successor to all or substantially all of the assets of that Party, and its business by dissolution, merger, consolidation, transfer of assets or otherwise with another non-profit corporation.

6.4. Excluded Persons/Provider. Each Party warrants to the other Party that neither it nor any of its directors, officers or owners, and to the best of its knowledge, its employees and agents, have been debarred, suspended, declared ineligible, or excluded from Medicare, Medicaid or any other plan or program that provides health benefits, whether directly through insurance or otherwise, which is funded directly, in whole or in part, by the United States Government or any State health care program. This shall be an ongoing representation and warranty during the term of this Agreement and each Party shall immediately notify the other Party of any change in the status of the representations and warranty set forth in this subsection.

6.5. Non-Discrimination. Neither Party shall discriminate on the grounds of race, color, religion, national origin, age, or sex in any aspect of the provision of Services.

6.6. Notices. Except as otherwise expressly set forth herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered or, by reputable overnight courier, or if mailed, three (3) days after the date deposited in the United States mail, first class, postage prepaid, to the addressee at its current business address.

If to HMHOH: Meridian Occupational Health, P.C.
d/b/a Hackensack Meridian Occupational Health
2-12 Corbett Way, Suite 101
Eatontown, NJ 07724

With a copy to: Hackensack Meridian Health
343 Thornall Street, 8th Floor
Edison, NJ 08837
Attn: Department of Legal Services

If to Client: City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

6.7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

6.8. Waiver. The failure of either Party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such Party with respect thereto shall continue in full force and effect.

6.9. Enforceability/Severance Clause. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10. Access to Books and Records. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980, and the applicable regulations promulgated thereunder, each Party agrees that, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, it shall, upon written request, make available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's authorized representatives, or upon request to the Comptroller General's duly authorized representatives, this Agreement and such books, documents and records that are necessary to certify the nature and extent of costs under this Agreement. This provision shall apply only if the value or cost of this Agreement equals \$10,000.00 or more over a twelve (12) month period. The availability of each Party's books, documents and records shall be subjected at all times to such criteria and procedures for seeking or obtaining access, as may be promulgated by the Secretary of HHS pursuant to applicable regulations and other applicable laws.

6.11. Compliance Related Matters. HMHOH and Client agree and certify that the Agreement is not intended to generate referrals for services or supplies for which payment maybe made in whole or in part under any federal health care program. Both Parties covenant to comply with all applicable local, state and federal laws, rules and regulations, including those hereafter adopted in its performance of its duties and obligations under this Agreement, including but not limited to obtaining and maintaining appropriate permits and licenses.

6.12. Venue. To the extent any litigation should be brought, or arise out of, in connection with or by reason of this Agreement, each Party consents to the other Party filing an action in the state courts located in Middlesex County, New Jersey, or federal courts located in the State of New Jersey and further agrees that such courts shall be exclusive courts of jurisdiction and venue for any litigation which either Party may file.

6.13. Service Marks or Trade Names. Neither Party shall use the other party's Service Marks or Trade Names in advertising or promotional materials or otherwise without the other Party's prior written consent.

6.14. Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement.

6.15. Jeopardy. The Parties recognize that this Agreement is, at all times, subject to applicable local, state and federal laws and regulations, and to amendments in such laws and regulations, as the same shall exist from time to time during the Term of this Agreement. If at any time during the Term of this Agreement any new legislation is enacted by the federal or state government, or if any governmental agency (or representative thereof) which administers the Medicare or Medicaid programs, or any other payor or any other federal, state or local governmental agency, passes, issues or promulgates any law, rule, regulation, standard or interpretation which HMHOH reasonably determines would render this Agreement illegal, jeopardize HMHOH's, its parent company's or any of its parent company's affiliates' tax exempt status, jeopardize the tax exempt status of any bonds or debt instruments issued on behalf of the aforesaid tax exempt organizations, or could cause significant and material legal and/or economic consequences for any Party hereto, (collectively, referred to as "Jeopardy Events"), this Agreement

shall be promptly renegotiated and revised so as to eliminate the violation, non-complying or otherwise offending aspects hereof. In the event the Parties are unable to renegotiate and revise the Agreement, as it relates only to this provision, either Party may terminate the Agreement upon thirty (30) days prior written notice to the other Party. If this Agreement is not so amended in writing within thirty (30) business days after said notice is given, this Agreement shall terminate at midnight of the 30th business day after said notice is given.

6.16. Force Majeure. A party ("Affected Party") shall not be deemed in default of this Agreement, nor shall it hold the other party ("Unaffected Party") responsible for, any cessation, interruption or delay in the performance of the Affected Party's obligations due to events beyond the reasonable control of the Affected Party, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, pandemic, epidemic, labor strike, lockout, boycott or other similar event provided that the Affected Party relying upon this provision: (1) gives prompt written notice thereof to the Unaffected Party, and (2) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of thirty (30) days in the aggregate, the Unaffected Party may immediately terminate this Agreement upon written notice to the Affected Party.

6.17. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of the signature page to this Agreement by facsimile or email with scan attachment shall be as effective as delivery of a manually executed counterpart of this Agreement.

6.18. Modification and Waiver. This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms hereof may be waived only by a written instrument executed by both Parties hereto. No such amendment, postponement or waiver shall be deemed to extend to any prior or subsequent matter, whether or not similar to the subject matter of such amendment, postponement or waiver. The waiver by either Party hereto of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision hereof.

6.19. Entire Agreement. This Agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and contains all the covenants and agreements between the Parties with respect to the subject matter of this Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, HMHOH and Client have duly executed this Agreement on the date first set forth above.

Meridian Occupational Health, P.C d/b/a
Hackensack Meridian Occupational Health

DocuSigned by:
Jared Schulman, MD

By: D7AB376A8E0349E...

An Authorized Signatory

Client:

City of Asbury Park

By:

An Authorized Signatory

Print Name/Title:

Mary K. Callahan
PERSONNEL OFFICER

Attachment: OCCUPATIONAL HEALTH SERVICES AGREEMENT (2022-182 : Authorizing a Professional Services contract to Meridian

Exhibit A
STATEMENT OF WORK - SERVICES & FEES

(To be completed and executed by HMHOH and Client)

***The Terms and Conditions of the attached
Occupational Health Services Agreement entered into by HMHOH and Client
are incorporated into and govern this Statement of Work***

Occupational Health Services & Fees

HMHOH offers comprehensive work-related services at all of our seven occupational health facilities. The Services and fee set forth below are HMHOH's most commonly requested services. HMHOH is not limited to providing only these Services to Client. Upon the mutual agreement of the Parties, HMHOH will customize Services depending on the needs and requirements of Client and said customization will be set forth in this Exhibit A.

Client understands that the Fees listed below are subject to revision by: (i) the Parties mutual written agreement; or (ii) HMHOH providing at least thirty (30) days written notice to Client of any revisions to the Fees.

In conjunction with completing the SOW, Client shall complete the "Company Information Sheet", attached as Exhibit A-1, and forward it as noted therein.

Attached as Exhibit A-2, is a list of the current HMHOH office locations and hours, which are subject to revision by HMHOH at any time.

CURRENT SERVICES			
<u>Services</u>	<u>FEES</u>	Initial to indicate approved services.	<u>Notes/ Special Instructions</u>
<u>Physical Exams</u>			
History and Physical Exam	\$80.00		
DOT Exam	\$80.00		
Fitness for Duty Exam	\$80.00-\$275.00 dependent on level of complexity		Clearance to: MaryKay.Callahan@cityofasburypark.com
Return to Work Exam	\$100.00		Clearance to: MaryKay.Callahan@cityofasburypark.com
<u>Fire Department Physicals (includes all listed below)</u>			
	<u>FEES</u>	Initial to indicate approved services	<u>Notes/ Special Instructions</u>
• History and Physical	\$80.00		
• OSHA Respirator Questionnaire	\$25.00		
• NON DOT Full Panel Drug Screen with MRO Services - NO THC	\$60.00		Designated employee rep for positive results: Kevin.Keddy@cityofasbury.com
• Breath Alcohol Test	\$25.00 \$35.00 - confirmation		Designated employee rep for positive results: Kevin.Keddy@cityofasbury.com
• Audiogram	\$30.00		
• Complete Blood Count w/Diff	\$35.00		
• Complete Metabolic Panel	\$34.00		
• Electrocardiogram	\$55.00		

Attachment: OCCUPATIONAL HEALTH SERVICES AGREEMENT (2022-182 : Authorizing a Professional Services contract to Meridian

• Urinalysis	\$20.00		
• Hepatitis B Titer	\$50.00		Titer performed after vaccination series 1 confirm immunity
• Pulmonary Function Test	\$65.00		Service suspended during Covid 19 pandemic
• Respirator Questionnaire Review	\$25.00		
• 2- View Chest X-Ray	\$70.00		
• Lumbar Spine Xray	\$125.00		
• Stress Test	\$350.00		Negative Covid test performed by an HMF facility required or covid vaccination required prior to stress test Stress Test is performed off-site
<u>Crossing Guard Physicals</u> <u>(includes all listed below)</u>	<u>FEES</u>	Initial to indicate approved services.	<u>Notes/ Special Instructions</u>
• Physical Exam	\$80.00		
• Audiogram	\$30.00		
• Titmus Vision (comprehensive vision)	\$25.00		
<u>Pre-Academy Physicals</u> <u>(includes all listed below)</u>			<u>Notes/ Special Instructions</u>
• Physical Exam	\$80.00		
• EKG	\$55.00		
• Hepatitis B Titer	\$50.00		
• Lipid B Profile	\$65.00		
• Uric Acid	\$15.00		
• Urinalysis	\$20.00		
• Blood Sugar	\$20.00		
			Clearance for Pre-Academy Exam goes to david.kelso@cityofasburypark.com Candidate will arrive with paperwork to be completed.
<u>Public Works, DPW and all other departments – pre employment</u> <u>(includes all listed below)</u>	<u>FEES</u>	Initial to indicate approved services.	<u>Notes/ Special Instructionsn.</u>
• History and Physical	\$80.00		Clearance goes to Marykay.callahan@asburypark.com

ADDITIONAL SERVICES:

ERGONOMIC SERVICES/EXAMS	FEE	INITIALS	Notes/ Special Instruction
<u>Post Offer Pre-Employment Testing (POPE)</u> -Measures the ability of a candidate to perform the physical and postural demands based on an on-site ergonomic evaluation and a validated job description created by our Ergonomics Team. This test is specific to the job description and the physical activities the candidate will be performing on the job.	\$200.00		
<u>Documentation of New Hire Baseline</u> -Records posture, range of motion & manual muscle strength- beyond the scope of the job demands.	\$125.00		
<u>POPE with Baseline</u>	\$300.00 – bundled rate when baseline is recorded during the POPE exam.		
<u>Generation of the POPE Test</u> -Includes an on-site ergonomic analysis of job tasks for the identified position, development of customized job description & development of customized POPE test protocol.	\$300.00 per hour		
<u>Corporate Preventive Programs</u> -Customized programs & trainings designed to minimize risk of injury & keep your employees safe. Material Handling, Stretch for Success, Ergonomic & Workstation Evaluations	\$300.00 per hour		
DRUG AND ALCOHOL TESTING	FEE	INITIALS	
Breath Alcohol Testing	\$25.00		
Breath Alcohol Confirmation (in non-negative)	\$35.00		
NON- DOT Drug Screen with MDMA & MRO & THC	\$60.00		
NON- DOT Drug Screen with MDMA & MRO without THC	\$60.00		
DOT Drug Screen w/ MRO	\$55.00		
Instant Drug Screen w/ MRO	\$35.00		
	\$40.00 Confirmation		
OTHER SERVICES	FEE	INITIALS	
Audiogram	\$30.00		
Ishihara Vision Testing	\$15.00		
Titmus Vision Testing	\$25.00		

Attachment: OCCUPATIONAL HEALTH SERVICES AGREEMENT (2022-182 : Authorizing a Professional Services contract to Meridian

Electrocardiogram	\$55.00		
Cardiac Stress Test	\$350.00		
Chest X-ray 2 view	\$70.00		
Review of OSHA Respirator Questionnaire	\$25.00		
Pulmonary Function Test	\$65.00		
Respirator Fit Test – Qualitative –	\$25.00-per test		
Medical Documentation Review – related to FMLA/NJFLA/TDB/LTD.	\$100.00 per case		
2nd Opinion Return to Work	\$250.00		
Site Assessment (fee is per site, per visit)	\$350.00		
TITERS	FEE	INITIALS	
Hepatitis B surface Antibody	\$50.00		
Hepatitis B surface Antigen	\$45.00		
Hepatitis A Antibody	\$50.00		
Hepatitis C Antibody	\$96.00		
Mumps Titer	\$55.00		
Rubeola Titer	\$55.00		
Rubella Titer	\$55.00		
Varicella Antibody	\$55.00		
Rabies Titer	\$150.00		
PPD Tuberculosis Skin Test with Read	\$30.00		
Quantiferon Blood Test for Tuberculosis	150.00		
IMMUNIZATIONS	FEE	INITIALS	
Hepatitis B Vaccination	\$90.00 per injection \$270.00 for full series 3 injections- month 0, 1 & 6		
Hepatitis A Vaccination	\$90.00 per injection \$180.00 for full series 2 injections- month 0 & 6		
MMR (Mumps, Measles, and Rubella)	\$100.00 per injection		
Varicella (Chicken Pox)	\$165.00 per injection		
Tetanus-Diphtheria-Pertussis (Tdap)	\$75.00		
Influenza	\$35.00		
Rabies	\$360.00 per injection		
LAB TESTING	FEE	INITIALS	
CBC with Differential	\$34.00		
Comprehensive Metabolic Panel	\$35.00		
Lipid Panel	\$65.00		
Uric Acid	\$15.00		
Lead Level Blood	\$45.00		
Urinalysis	\$20.00		
Urine Dip	\$20.00		
WORKERS' COMPENSATION ILLNESS/INJURY MANAGEMENT	FEE	INITIALS	

Initial Appointment	Determined by level of medical complexity		
Follow-up Appointment	Determined by level of medical complexity		
CUSTOMIZED SERVICES	CUSTOMIZED FEES	INITIALS	

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

CLIENT: City of Albany Park

Meridian Occupational Health, P.C d/b/a

Hackensack Meridian Occupational
Health

Designed by:

Jared Schulman, MD

D7AB376A8E0349E...

By:



By:



An Authorized Signatory

Print Name & Mary K. Collohan
Title: PERSONNEL OFFICER
Date: 1-24-2022

An Authorized Signatory

Print Name &
Title: VP/CMO HMH Workplace Health and Safety
Date: 2/11/2022

Attachment: OCCUPATIONAL HEALTH SERVICES AGREEMENT (2022-182 : Authorizing a Professional Services contract to Meridian

Exhibit A-1**COMPANY INFORMATION SHEET**

See attached Company Information Sheet to be completed by Client upon execution of the Agreement.

Company Information Sheet

Company Name: City of Asbury Park

1 Municipal Plaza, Asbury Park, NJ 07712

Address:

General (732) 775-2100 HR (732) 502-5715 (732) 775-0441

Phone#:

Fax#:

Main Contact:

Mary Kay Callahan

Email Address:

marykay.callahan@cityofasburypark.com

Billing Information if not the same as listed above

Billing Address: City of Asbury Park, 1 Municipal Plaza, Asbury Park, NJ 07712

Phone#:

same as above

Fax#:

Billing Contact:

Mary Kay Callahan, Personnel Officer

Email Address:

marykay.callahan@cityofasburypark.com

Workers Compensation Insurance Information

Insurance Company Name and Policy#:

PMA Account # 0473785

Address:

P. O. Box 5231, Janesville, WI 53547-5231

Phone#:

(800) 476-2669

Fax#:

(888) 329-2721

Duty Status Sent to:

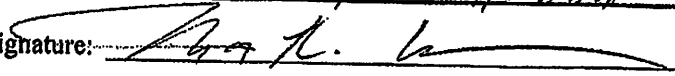
PMA and Mary Kay Callahan

Please complete and return this form to Shanna Polignone, to be added to HMHOH system.
If you have any questions Shanna can be reached at 732-263-7907 ext. 2 or
shanna.polignone@hmn.org.

Use the space below to add any pertinent information

Company Information Sheet completed on behalf of Company by:

Print Name & Title: MARY K. COLLOHAN PERSONNEL OFFICER

Signature: 

Date: 1-24-2022

Contact Information (address/phone number/email address):

732-502-5715

MARYKAY. COLLOHAN
@ City of Asbury Park.com

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

Exhibit A-2**OFFICE LOCATIONS AND HOURS**

Toms River - 1430 Hooper Ave Suite 200B 732-557-0700
Hours: Monday through Friday 8:30 a.m. – 5:00 p.m.

Lakewood - 150 Airport Road Suite 100 732-942-9550
Hours: Monday through Friday 7:30 a.m. – 4:00 p.m.

Neptune - 2441A Highway 33 732-776-4251
Hours: Monday through Friday 7:30 a.m. – 4:00 p.m.

Holmdel - 100 Commons Way Suite 160 732-450-2930
Hours: Monday through Friday 7:30 a.m. – 4:00 p.m.

Manalapan - 195 Route 9 South Suite 213 732-450-2745
Hours: Monday through Friday 8:30 a.m. – 5:00 p.m.

Iselin- 742 Route 1 North 732-362-3871
Hours: Monday through Friday 8:00 a.m. – 4:30 p.m.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-183

Resolution authorizing a contract for the installation of an underground sprinkler system at Sunset park totaling \$30,403.31.



RESOLUTION NO. 2022-183

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

RESOLUTION AUTHORIZING A CONTRACT FOR THE INSTALLATION OF AN UNDERGROUND SPRINKLER SYSTEM

WHEREAS, the City has a need to install an underground sprinkler systems at Sunset Park; and

WHEREAS, the City has solicited and obtained two quotes from Burke Landscaping & Irrigation and East Coast Irrigation, Inc.; and

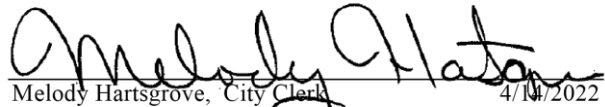
WHEREAS, the City of Asbury Park is desirous of awarding a contract for the installation of underground sprinklers to Burke Landscaping & Irrigation in the amount of \$30,403.31; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-04-55-998-182-003 The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the installation of underground sprinkler system in the amount of \$30,403.31 to Burke Landscaping & Irrigation and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-183 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.



Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK

BURKE

LANDSCAPING & IRRIGATION

NJ Licensed Irrigation Contractor # 0021958

1001 HOPEWELL AVENUE
OCEAN, NJ 07712

www.BurkeLandscapeNJ.com

Office: (732) 775-6959 Cell: (732) 984-3778

Irrigation@BurkeLandscapeNJ.com

3.D.6.a

Robert Bianchini
Director of Facilities and Capital Projects
City of Asbury Park Public Works
9 Main Street
Asbury Park, NJ 07712

Thank you for this opportunity to submit a proposal for the following project:

Irrigation Installation -- Entire Property -- Sunset Park

PROPOSAL

Controller:

Hunter ICC-2 Controller with (4) independent programs, A, B, C and D and (4) start times.

Main Line:

A 1.5" main line will be installed and is an SDR 21 Poly Vinyl Chloride (PVC) with a pressure rating of 200 PSI. The pipe conforms to the requirements of the commercial standard CS-256 and ASTM-02.2241. The main line is 12"- 14" under grade and all joints use the solvent weld method.

Lateral Lines:

All lateral lines will be Polyethylene Pipe (Poly) with a pressure rating of 100 psi. Lateral line is 10"-12" under grade.

Rotary Sprinkler Head (+/- 130)

Hunter Rotor delivers even water distribution from precision engineered nozzles, integral rubber cover to keep dirt out, complete set of interchangeable nozzles, 40 degrees-360 degrees adjustable arc or full circle version. All heads will be installed with flexible swing joints.

Spray Sprinkler Head (+/-116)

Hunter Pop-Up Spray Head with wiper seal to prevent excessive flow-by and water waste, to keep debris from entering upon retraction and with ratchet mechanism for easy nozzle pattern alignment without tool. All heads will be installed with flexible swing joints.

Valve(+/- 20):

Hunter Electric Remote Control Valve, .25-200 GPM flows with 150 psi. pressure with a double filtered pilot flow to resist debris and clogging of solenoid ports and manual internal bleed operates the valve without allowing water into valve box

Attachment: BURKE LANDSCAPING & IRRIGATION - SUNSET PARK SPRINKLERS (2022-183 : Authorizing a contract for the installation of an

BURKE

LANDSCAPING & IRRIGATION

NJ Licensed Irrigation Contractor # 0021958

1001 HOPEWELL AVENUE
OCEAN, NJ 07712

www.BurkeLandscapeNJ.com

Office: (732) 775-6959 Cell: (732) 984-3778

Irrigation@BurkeLandscapeNJ.com

3.D.6.a

Control Wire:

18 gauge PVC Jacketed Single Conductor, 300-volt rate, low energy, direct burial cable. All connections will be done with water-proof connectors. 14/1 Common Wire.

Rain Sensor:

Burke Irrigation will install 1 wireless Rain Sensor.

Warranty:

(1) year on parts, (1) year on labor.

Exclusions:

- Any damage to unmarked private utilities (i.e. dog fences, low voltage lighting, site lighting)
- Owner to provide electric for controller.
- City of Asbury and New Jersey American Water to provide a - 1.5" Plumbing tap.

CLARIFICATIONS:

Labor cost is calculated in Non-Prevailing wage rate.

Installation Price	\$ 30,403.31
New Jersey Sales Tax	\$ EXEMPT
Total	\$ 30,403.31

50% Deposit Due Upon Signing -	\$ 15,201.66
Balance due upon completion of project.	\$ 15,201.65

Authorized Signature

Date

Should you have any questions, or require additional information, please contact our office. We appreciate this opportunity to be of service, and thank you for your consideration.

Sincerely,

David M. Burlett

CIC-CID LIC #0021958

Burke Landscaping and Irrigation

dburlett@msn.com

732-984-3778

Attachment: BURKE LANDSCAPING & IRRIGATION - SUNSET PARK SPRINKLERS (2022-183 : Authorizing a contract for the installation of an

JOB ESTIMATE

EAST COAST IRRIGATION, INC
P.O. BOX 82
MARLBORO, NJ 07746
(732) 928-9688 or (732) 972-2824
FULLY INSURED
LIC. # 17166

4/4/2022

Date:
Job Number:

NAME: CITY OF ASBURY PARK

ADDRESS: _____

SUNSET PARKPHONE# (BETW BOND + MAIN)

2" WATER SERVICE

We are pleased to submit the following cost estimate:

Job Description: UNDERGROUND LAWN SPRINKLER SYSTEM

MATERIALS

QUANTITY	DESCRIPTION	PRICE	TOTAL
<u>CITY</u>	PERMIT FROM BUILDING DEPT. TO PERFORM WORK		
	PLUMBING PERFORMED BY A LICENSED PLUMBER		
	TYPE "L" COPPER USED FOR ALL PLUMBING		
	BRASS PRESSURE VACUUM BREAKER -		
	VALVES W/ BOX(ES) AND COVER(S) - Irritroll #2400 incl. master v	5 yr warr	
<u>130</u>	ROTARY HEADS - Hunter PGP ULTRA CHECK	5 yr warr	
<u>115</u>	FIXED SPRAY POP-UPS 4" #570Z LP	5 yr warr	
	RAIN SENSOR W/ BYPASS SWITCH - Hunter Mini-Clik	5 yr warr	
	ZONE TIMER -	5 yr warr	
	100psi 1" POLY PIPE		
	WIRE, FITTINGS, STAINLESS STEEL CLAMPS		
	2 YR. WARRANTEE MFG. DEFECTS AND WORKMANSHIP ONLY		
	GUARANTEED COVERAGE		
Materials total			

LABOR

HOURS	DESCRIPTION	CHARGES	TOTAL
	ALL PARTS AND LABOR ARE INCLUDED IN THIS ESTIMATE		
	DEPOSIT REQUIRED BEFORE PERMIT IS OBTAINED		
	IS RESPONSIBLE TO MARK PROPERTY LINES		
	ECI is not responsible for unmarked or subcode lines, wires, etc.		
	Accepted By:		
Labor total			
Total estimate			

- 13 ZONES: ENTIRE PARK INSIDE OF SIDEWALKS 130% ROTARY HEADS - \$22,750.00
- 4 ZONES: GRASS BETWEEN CURB AND SIDEWALK 115% SPRAY HEADS - \$8,900.00
- 1 ANTI-THEFT CAGE FOR BACKFLOW PREV. DEV. W/O PEDESTAL \$950
- INCLUDES TIMER INSTALLED IN EXISTING CITY CABINET → \$32,600
- OPTIONAL PEDESTAL AND BASE FOR TIMER, (LIKE BRADLEY PARK) \$950
- WITH PEDESTAL → \$33,550



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-184

Resolution authorizing the emergency RBC (Rotating Biological Contractor) Shaft Reconditioning needed at the WWTP totaling \$40,705.00 utilizing ARP funds.



RESOLUTION NO. 2022-184

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

RESOLUTION AUTHORIZING THE EMERGENCY RBC SHAFT RECONDITIONING NEEDED AT THE WASTE WATER TREATMENT PLANT

WHEREAS, the City had approved via Resolution 2022-156 the emergency repairs and maintenance as needed at the Waste Water Treatment Plant; and

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency RBC shaft reconditioning needed at the WWTP; and

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

WHEREAS, the Sewer Department solicited the attached quotes from BR Welding Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to BR Welding Inc. in the amount of \$40,705.00 for the emergency RBC shaft reconditioning needed at the Waste Water Treatment Plant; and

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

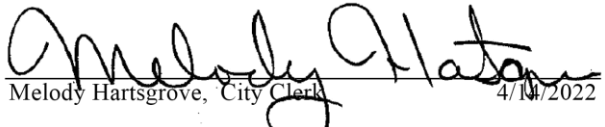
WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes BR Welding Inc. for the emergency RBC shaft reconditioning needed at the Waste Water Treatment Plant in the amount of \$40,705.00.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-184 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.



Handwritten signature of Melody Hartsgrove in cursive script.

Melody Hartsgrove, City Clerk

4/13/2022

MELODY HARTSGROVE
CITY CLERK

br Welding inc.

industrial services
welding
fabrication

March 17, 2022

Mr. Rudy Corona
Asbury WWTP
1700 Kingsley Ave
Asbury Park, NJ 07712

RE: RBC Shaft Reconditioning

****QUOTATION****

We will provide the following services:

- Recondition damaged RBC shaft to accommodate new bearing. The existing shaft will be built up by means of welding then machined to a finished surface. This will include blocking up one end of the shaft to facilitate the machining equipment.

Total Price is: \$ 40,705.00

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

TERMS.

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

NET 30 - Payment for stored processed materials.

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

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

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

Sincerely,

Chris Giglio

Chris Giglio

3 Brook Rd
Howell, NJ 07731

P: 732.363.8253
F: 732.363.0155

CERTIFIED: SBE. AISC. AWS/ASME. CONFINED SPACE CERTIFIED.

CLASSIFIED: NJSDA. DPMC.

www.brwelding.com

Attachment: BR WELDING RBC SHAFT RECONDITIONING (2022-184 : Authorizing the Emergency RBC Shaft Reconditioning at the WWTP)



RESOLUTION NO. 2022-156

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

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

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

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

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Superintendent of DPW, Sewer Plant Manager and Purchasing Agent and the City Clerk is to advertise the contract as per the Local Public Contracts Law.

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

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

MELODY HARTSGROVE
CITY CLERK


 Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
 CITY CLERK

✓ Vote Record - Resolution 2022-156						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated	Eileen Chapman	Mover	☒	☐	☐	☐
☐ Tabled	Yvonne Clayton	Voter	☒	☐	☐	☐
☐ Withdrawn	Jesse Kendle	Voter	☒	☐	☐	☐
☐ Second Reading	Amy Quinn	Voter	☐	☐	☐	☒
☐ Resolution Failed for Lack of Second	John Moor	Seconder	☒	☐	☐	☐



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-185

Resolution authorizing the purchase and installation of comminutors at the Wastewater Treatment Plant totaling \$308,187.00 utilizing ARP from G.M.H. Associates of America from the PVSC Co-Op.



RESOLUTION NO. 2022-185

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

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF COMMINUTORS AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Asbury Park ("City") has a need to purchase and install five (5) new comminutors for the Wastewater Treatment Plant; and

WHEREAS, the City has obtained the attached quotes from G.M.H. Associates of America, Inc. totaling \$308,187.00 off of the Passaic Valley Sewerage Commission Cooperative Contract #B279-5; and

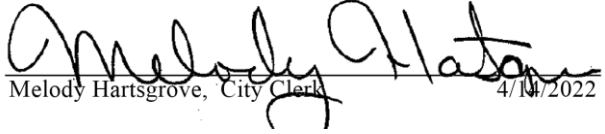
WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to G.M.H. Associates of America, Inc. in the amount of \$308,187.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 2-07-55-502-000-242. The maximum dollar value of the pending contract is as set forth in the resolution.

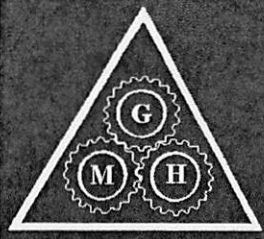
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase and installation of comminutors at the Wastewater Treatment Plant in the amount of \$308,187.00 from G.M.H. Associates of America, Inc. and a copy of this Resolution shall be provided to the Superintendent of Public Works, City Manager, Deputy City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-185 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



G.M.H. Associates of America, Inc.

5 Chelton Way, Bldg. 15, Trenton, N.J. 08638

Mechanical, Electrical Engineering and Sales

(609) 396-4751

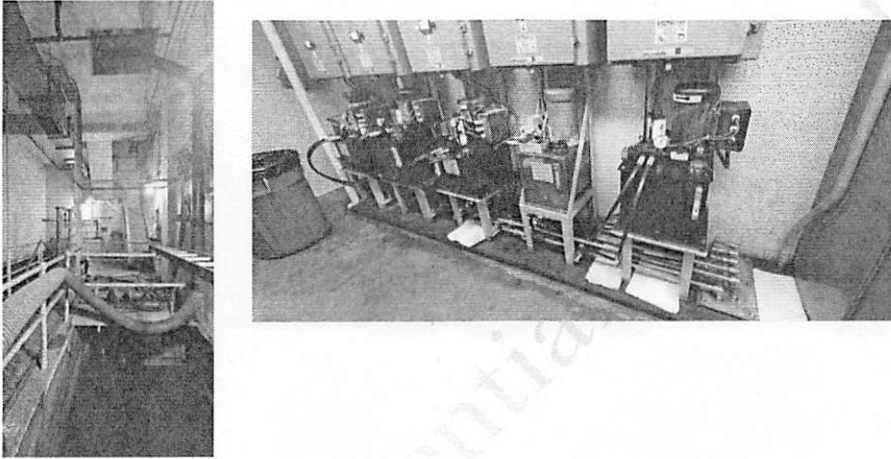
Fax: (609)396-1067

Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

New York State Certified
Service-Disabled Veteran-Owned Business

Quote #: Q22031TR	Quote	Date: 3/22/2022	Quote #: Q22031TR
Customer: Asbury Park WWTP		Attn: Rudy Corona	
Address: 1700 Kingsley St. Asbury Park, NJ 07712		Fax:	Phone: (732) 921-1074 e-mail: rudy.corona@cityofasburypark.com

Qty	Line	Description	Unit	Extended
1	1	G.M.H. Associates of America, Inc. will supply all Labor, Supervision, Materials and equipment to do the following: 		
	2	1. G.M.H. Associates of America, Inc. will remove existing comminutors and hydraulic power packs and replace with new Muffin Monster Upgraded comminutor and power packs as follows:		
5	3	<u>30005-0060-DI Monster Upgrade</u> 2-zone Monster Stack™ Zone 2: 11-tooth .310 thick cam cutters; Zone 1: 7-tooth .438 thick cam cutters, double-stacked; Alloy Steel, Buna N Elastomers Cork & Rubber Gaskets, Delta P Side Rail, Drilled End Housings, Motor Type: Hydraulic New Torque Motor, New Spool, Painted Epoxy Green Hydraulic power pack pp sh tefc 208-230/460v 5 Hydraulic power pack, shp tefc 60hz 3ph 1.1 ssf, 1750rpm 208-230/460v, 10ga tank, with seal-lok, Fittings for use with 4.3gpm torque motor <u>Hydraulic Hose</u> H/H ASSY 20ft, 1/2in QD 1/2" HYDRAULIC HOSE ASSY 20', W/QUICK DISCONNECT TO MOTOR AND STEEL FITTINGS		
	4	Total Price this Quote		\$308,187.00

NOTE

- 1.) All the above information is restricted and confidential and is supplied to help the customer evaluate this quote and work procedure. Any dissemination either in whole or in part without G.M.H. Associates of America, Inc.'s express written authorization is expressly forbidden.
- 2.) All pricing per PVSC Co-Op Contract **B279-5**
- 3.) Estimates and Quotes are billed at time and materials per contract rates plus Overtime, Emergency and Holiday adders +/-25%..



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Additional if applicable. Included with installation quote section acceptance.

Delivery: Per factory

Taxes: Additional if applicable.

Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts.
 1/3 with order to do shop and site engineering, pre-manufacturing, stage and order materials and subcontractors (if any).
 1/3 with delivery. Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee. Quotes and Estimates valid for 30 days.

*** MATERIALS SUPPLY NOTES *** (If applicable)

- 1.) The followings listed items are not included with any of the foregoing equipment unless specifically itemized.
 - A.) Handrail at tank center.
 - B.) Launder support rods and channels.
 - C.) Spare Parts.
 - D.) Electrical Controls, instrumentation, lighting, wiring, starters, intrinsically safe relays for overload alarm switches or push-button stations.
 - E.) Access ladders, ships ladder, stairs, platforms, kick plates, and peripheral handrail or cover plates.
 - F.) Piping, pipe support, valves or couplings.
 - G.) Lubricants and sealant. For compatibility reasons. Lubricants will be installed if supplied by owner.
 - H.) Hauling, unloading, erection, installation or storage unless specifically noted.
 - I.) Installation or erection supervision.
 - J.) Templates.
 - K.) Covers or Domes.
 - L.) Field painting except touch up of primer or finish coat with red oxide primer.
 - M.) Weirs and or Baffles.
 - N.) Test Equipment.

REBUILDS

Prices for rebuilds assume all shafts, housings, impellers, gears, and non-normal wear components are reusable as is. Price includes all new seals, bearings, gaskets, paint and miscellaneous hardware for a complete rebuild. Additional repairs to make parts reusable or replacement parts will be at additional expense.

PAINTING

Motors and similar manufactured items will receive the manufacturer's standard surface preparation and painting.
 Structural steel: Primer only unless otherwise noted. Primer touch up only.

SERVICES

We can furnish the services of a DBS factory authorized engineer from G.M.H. Associates of America, Inc. after in has been substantially installed by others or to supervise the installation. This will be furnished as per the attached engineering rate schedule.

DRAWINGS

We shall furnish necessary drawings for the equipment supplied, as well as operation/maintenance instructions for the individual items of equipment included in this proposal. Our price does not include a comprehensive manual suitable for training personnel in the operation of the total system or treatment process.

SAFETY

The Seller will furnish the safety devices specified in this proposal but exceeding these the Seller shall not be required to furnish or install any safety devices whether required by law or otherwise. The buyer hereby agrees to indemnify and hold harmless the Seller from any claim or losses arising due to alleged or actual insufficiency, whether equipment supplied hereunder.

WARRANTEE

G.M.H. Associates of America, Inc. will supply our standard warrantee from date of delivery for two (2) full years on all parts and labor supplied by G.M.H. Associates of America, Inc. on remanufactured pumps, gearboxes, motors and other related mechanical drive train components. We will further extend to DBS Manufacturing Main Turntables for clarifier and thickener drive units a ten (10) year labor warrantee along with the DBS materials warrantee on the gearbox disassembly and replacement in our shop. Additionally G.M.H. Associate of America, Inc. offers a similar five (5) years labor warrantee along with the DBS materials warrantee on the rotary distributor main support bearing for the disassembly and replacement in our shop. Failure to properly maintain and operate rebuilt equipment will void the warrantee. Prompt notification of suspect equipment is required and the customer must minimize the damage by taking off line as soon as possibility of equipment failure is noted. Field labor, when supplied, will be at additional expense to cover mobilization and additional time due to field related conditions, cranes, weather, special tools, etc.

CONSEQUENTIAL AND LIQUIDATED DAMAGES

G.M.H. Associates of America, Inc. will not accept any consequential or liquidated damages that may be incurred by the customer. Only demurrage or penalties specifically noted in the quote scope text will be accepted if any.

*** GENERAL AND ERECTION NOTES ***

- 1.) We will work a standard 40 hour week excluding Saturdays, Sundays and Holidays.
- 2.) We will not be responsible for delays caused from acts of God, strike, wars, riots or any other delay that is beyond the control of G.M.H. Associates of America, Inc.
- 3.) Any delays that occur during the course of the job will be billed at G.M.H. Associates of America, Inc. time and materials rate.
- 4.) If excavating is quoted, it is assumed the substrate is sand, gravel, dirt or clay mix. Any obstructions encountered such as buried concrete structures, rock, shale, or other non-ditch witch-able materials will be at additional expense unless acknowledged in the quote scope of work.
- 5.) On all quotes where the customer does not supply G.M.H. Associates with a written, clear, complete and concise project scope of work the G.M.H. Associates description of work scope will stand as the controlling limit of work contemplated and required for completion of said quote.
- 6.) We have not included any sales tax.
- 7.) Our price is based on current labor rates.
- 8.) We have based our price on electrical disconnect and reconnect by others and assumes all conduit, wire, sealite, controls etc. is reusable.
- 9.) All fabrications including drive cage, center column, rake arms, influent well, scrapers and appurtenant equipment by O.E.M.
- 10.) We have not included the cost of any foundation work.
- 11.) We have based our proposal on using a xx ton crane at \$xx/day with xx days for travel and work necessary to set gearbox and structural steel, if a larger crane is needed the additional cost will be at the expense of the owner. From site plans and drawings supplied by the owner we assume we have access right up to the side of the tank for cranes and equipment.
- 12.) We have based our price on touch-up painting only, all new factory fabrications are coming with finish paint (unless otherwise noted), any structural that is being reused and the coating systems are damaged during the course of G.M.H. Associates of America, Inc.'s work will receive a red oxide primer touch-up only.
- 13.) We have based our proposal on minimal structural steel for temporary false work at approximately \$XXX.XX.
- 14.) We have not based our proposal on any platform work or structural modifications. We assume a direct bolt-in retrofit save for minor field fitting.
- 15.) We have not based our proposal on any work associated with the tank, weirs or launder troughs as part of this quote.
- 16.) Prices do not include freight, site unloading, storage, installation, removal or disposal unless specified or if installed.
- 17.) Engineering contract superintendent and tradesman time and materials rates for additional authorized work as per attached rate sheets.

- 18.) Two complete sets of blueprints/drawings, descriptive literature, operation and maintenance manuals and setup and erections drawings supplied by original equipment manufacturer must be supplied to G.M.H. Associates of America, Inc. for reference, engineering and work-up.
- 19.) Installation price includes all labor to unload on site materials and supplied by G.M.H. Associates of America, Inc. prior to installation and work.
- 18.) On site electrical and water utilities to be made available to G.M.H. Associates of America, Inc. and its subcontractors as may be necessary.
- 20.) Tank access and availability to be maintained and guaranteed by customer. Tank dewatering, hose down and clean out unless quoted and accepted by G.M.H. Associates of America, Inc. and its subcontractors to be completed and maintained by customer. Delays may be at additional expense.

Thank you for this opportunity to serve you.

EXPEDITE AND EMERGENCY SERVICE DEPENDING ON FACTORY AND SHOP SCHEDULES AT TIME OF ORDER, MAY NOT BE AVAILABLE. CHECK WITH FACTORY REPRESENTATIVE FOR AVAILABILITY.

I have read the above specifications, terms and conditions and accept them in scope and quantity. I hereby authorize the work to begin.

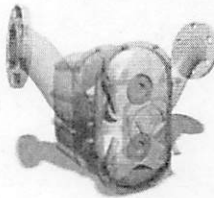
Customer Representative Name: _____ Title: _____ Date: _____

I will adhere to the above specifications, terms and conditions and warrant all materials and labor supplied by G.M.H. Associates of America, Inc. for a period of 90 days unless manufacturer's warranty is different.

Name: Anthony "Tony" Genniro Title: Vice President Customer Service & Sales Date: 3/22/2022
 Customerservice1gmh@gmhassociates.com

Any deviation from the above specifications, terms and conditions must be duly authorized and may be at additional expense.

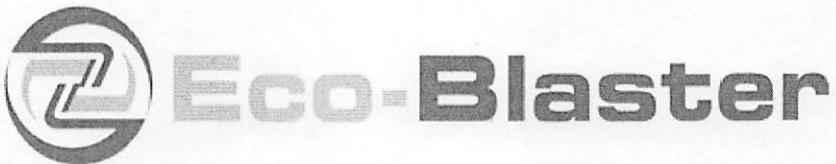
G.M.H. Associates of America, Inc. proudly represents:



Pumps, Inc.



Protected by multiple US/Intl. Patents & 50 Trade secrets





Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-186

Resolution authorizing the purchase of a new Yamaha Viking Safety vehicle for the Beach Department utilizing Beach funds.



RESOLUTION NO. 2022-186

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

RESOLUTION AUTHORIZING THE PURCHASE A NEW YAMAHA VIKING SAFETY VEHICLE FOR THE BEACH DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase a new Yamaha Viking safety vehicle for the Beach Department; and

WHEREAS, the City has solicited and obtained two quotes from Mt. Holly Motorsports and Action Yamaha of NJ.; and

WHEREAS, the City of Asbury Park has adopted Resolution #2022-171 identifying the 2022 Menu Items as per the SDA and the purchase of a Yamaha Viking is included; and

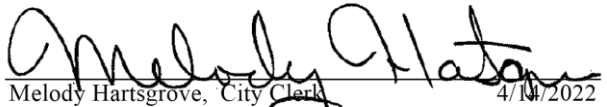
WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of a new Yamaha Viking safety vehicle Mt. Holly Motorsports in an amount of \$14,519.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a new Yamaha Viking safety vehicle in the amount of \$14,519.00 and a copy of this Resolution shall be provided to the Beach Supervisor, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-186 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



Motor Vehicle
Retail Order
☒ New ☐ Used
☐ Demo ☐

2044 Route 206 • P.O. Box 2210 • Vincentown, N.J. 08088
Phone: (609) 859-0333 • Fax: (609) 859-0458 • www.mthollymotorsports.com

CUSTOMER CITY OF ASBURY PARK BEACH DEPT
ADDRESS 9 MAIN STREET ASBURY PARK NJ 07712
PHONE (H) 732-379-8250 PHONE (W) 732-379-8250 E-MAIL APCHIEF1@OPTONLINE.NET KAREN CAMPBELL
D.L.# SOC. SEC.#
PLEASE ENTER MY ORDER FOR ONE 2022 Yamaha V-King 3-Seater MODEL YXC70VPXNG
BODY TYPE ~~Motorcycle~~ UTV Green MILES 0 SERIAL NO.

INTERIOR TRIM COLOR
Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
• Cash Purchase • Finance Purchase • Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT

TO BE DELIVERED ON OR ABOUT

Price of Unit	13,319.00
Additional Equipment (options)	0.00
Extended Warranty	0.00
Tire & Wheel Protection (Optional)	0.00
Theft Protection (Optional)	0.00
Gap Insurance (Optional)	0.00
(Guaranteed Asset Protection)	
Freight	1,200.00
PDI	0.00

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT \$
TERM: MONTHS
MILEAGE PER YEAR
CASH DUE AT DELIVERY \$

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	14,519.00
Less Trade-in	N/A
Documentary Fee	0.00
TOTAL TAXABLE AMOUNT	14,519.00
State Sales Tax	0.00
N.J. Title Tax	\$2.00

Registration/Title Fee (Estimated)
(SEE PARAGRAPH 15 ON REVERSE SIDE) 0.00

(SEE PARAGRAPH 16 ON REVERSE SIDE)
NET PAY-OFF ON TRADE-IN 0.00

TOTAL 14,519.00
Deposit 0.00

BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY
BALANCE DUE ON DELIVERY 14,519.00

No Lien Holder

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions of a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. I am 18 years of age or older and of full legal capacity to enter into this contract.

Accepted By: 3-4-22 Karen Campbell
Date: Dealer or His Authorized Representative

IF A NEW VEHICLE SALE OR LEASE

The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX

☐ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES-DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)

The undersigned, has read and understood the above Dealer's Obligation and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

TRADE-IN DESCRIPTION AND ALLOWANCE

Year Make Model
Serial No. Mileage
Trade-in Value Date of
Less Balance Owed 0.00
Net Trade-In Allowance N/A
Balance Owed to:
Address:
Account No.:
Info. From Good Thru
Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.

X Customer's Signature Date

THIS ORDER NOT SUBJECT TO CANCELLATION—DEPOSIT NON-REFUNDABLE
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

ACTION YAMAHA OF NEW JERSEY

BWW INC

Since 1971

108 Essex Ave. (Rt. 27), Metuchen, NJ 08840

Phone (732) 494-5555 / Fax (732)548-2277 / E-mail:actionyamahanj@yahoo.com

Purchase order for City of Asbury Park

Units ordered: 2022 Yamaha YXM70VPANG (Viking EPS)

Price : 13899.00

Assembly 499.00

Prep 299.00

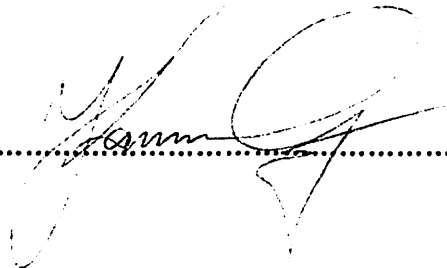
Freight 1049.00

Documentary 189.00

Yamaha logistic surcharge 490.00

Toal 16425.00

Kamil Gieszczyński



03/03/2022

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE 03/11/2020

Beach Utility

DESCRIPTION of Purchase: Yamaha Viking

REASON for Purchase: Safety Vehicle for Beach operations

AMOUNT: \$ 14,519

VENDOR'S NAME AND ADDRESS: Mt Holley Motorsports 2044 Route 206 PO Box 2210 Vincentown, NJ 08088
REMARKS:

REQUESTED BY: Joe Bongiovanni

DPW DIRECTOR'S APPROVAL



Attachment: BEACH YAMAHA VIKING SAFETY VEHICLE (2022-186 : Purchase of a New Yamaha Viking Safety Vehicle for the Beach



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-187

Resolution authorizing the purchase of a new fire truck for the Fire Department totaling \$1,649,600.00 utilizing capital funds.



RESOLUTION NO. 2022-187

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

RESOLUTION AUTHORIZING THE PURCHASE OF A NEW FIRE TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need for a new fire truck within the Fire Department; and

WHEREAS, the City has obtained the attached quote from Seagrave Fire Apparatus, LLC totaling \$1,649,600.00 from the Houston-Galveston Area Council (H-GAC) National Cooperative Contract Number FS19AAA07 in which the City is a member with a membership number of ILC18-6583; and

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-182-002, C-04-55-998-182-001, C-04-55-998-172-004 and C-04-55-998-177-006 . The maximum dollar value of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of a new fire truck for a total amount of \$1,649.600 from Seagrave Fire Apparatus, LLC; and

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

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

RESOLUTION NO. 2022-187 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.



Melody Hartsgrove, City Clerk 4/13/2022

MELODY HARTSGROVE
CITY CLERK



SEAGRAVE FIRE APPARATUS, LLC

March 21, 2022

Asbury Park Fire Department
Attn: Chief Kevin Keddy
800 Main Street
Asbury Park, NJ 07712

Dear Chief Keddy:

Thank you for the opportunity to assist you with your fire apparatus needs with a proposal to purchase a Seagrave Fire Apparatus through the Houston-Galveston Area Council (H-GAC) program.

Your proposal was based on the current HGAC Contract. Seagrave agrees to sell said fire apparatus through the H-GAC contract extending all pricing, terms and conditions.

PROPOSAL SUMMARY

Seagrave Fire Apparatus, LLC offers the apparatus herein named FS19AAA07 for the following price:

	Seagrave Custom 95' Aerialscope	
HGAC Base Unit Price		\$1,326,678
Published Options		\$69,958
Unpublished Options		\$244,861
Per Unit Total		1,641,497
HGAC Order Processing Fee		\$2,000
Delivery		\$2,991
Inspections		\$6900
Discount		-\$3,788
Purchase Order Total		\$1,649,600

State, federal, FET or local taxes not included.

Delivery 500 calendar days upon receipt of complete order and signed PE drawing

Again, we appreciate the opportunity to assist with your apparatus needs.

Sincerely,

Ulisses Parmeziani
President and Chief Executive Officer

cc: dennis.warren@seagrave.com

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	FS12-19	Date Prepared:	3/21/2022
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	Asbury Park Fire Department, Asbury Park, NJ			Contractor:	Seagrave Fire Apparatus, LLC		
Contact Person:	Fire Chief Kevin Keddy			Prepared By:	Marianne Thiex		
Phone:	732-775-6300			Phone:	715-823-1854		
Fax:				Fax:	715-823-5769		
Email:	kevin.keddy@cityofasburypark.com			Email:	marianne.thiex@seagrave.com		
Product Code:	FS19AAA07	Description:	Seagrave Custom 95' Aerialscope				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							13266
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
See Attached							
			Subtotal From Additional Sheet(s):		699		
			Subtotal B:		699		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
See Attached					164972		
			Subtotal From Additional Sheet(s):		2448		
			Subtotal C:		2448		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		18	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:	1641497	=	Subtotal D:	16414	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	
						20	
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Delivery		2991					
Inspections		6900	Discount		-37		
					Subtotal F:		
					61		
Delivery Date:		520 Days	G. Total Purchase Price (D+E+F):			16496	

Attachment: SEAGRAVE FIRE TRUCK QUOTE (2022-187 : Authorizing the purchase of a new fire truck)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-188

Resolution authorizing the purchase of a 2022 Ford Cargo Van for DPW utilizing capital funds totaling \$43,197.50 off of NJ State Contract.



RESOLUTION NO. 2022-188

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

RESOLUTION AUTHORIZING THE PURCHASE OF A 2022 FORD CARGO VAN

WHEREAS, the City has a need to purchase a 2022 Ford Cargo Van within the Department of Public Works; and

WHEREAS, the City has obtained a quote from DFFLM, LLC., T/A Ditschman/Flemington Ford totaling \$43,197.50 off of the NJ State Contract #A88211;

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to this vendor in an amount listed above; and

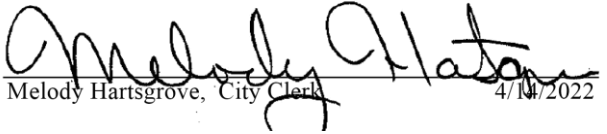
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-182-003. The maximum dollar value of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$43,197.50; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-188 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.



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

Melody Hartsgrove, City Clerk

4/14/2022

MELODY HARTSGROVE
CITY CLERK

DFFLM, LLC., T/A DITSCHMAN/FLEMINGTON FORD

215 US HIGHWAY 202, FLEMINGTON, NJ 08822

PHONE: (908) 782-3673 / FAX: (908) 782-7305

RICK HUNGERFORD – rhungerford@flemington.com

CUSTOMER**ASBURY PARK****2022 FORD T350 HIGH ROOF EXTENDED CARGO VAN****NJ STATE CONTRACT #A88211****SECTION #7****STANDARD EQUIPMENT****Powertrain**

3.5 Liter PFDI V-6

Recommended fuel : regular unleaded

Emissions Type: ULEV II

10 speed auto transmission

Rear-wheel drive

Fuel Tank Capacity: 25.0gal.

Suspension/Handling

Front independent strut suspension

Rear rigid axle leaf suspension with HD shocks

Hydraulic power-assist rack-pinion steering

Front and rear 16" x 7" argent steel wheels

LT235/65SR16.0 BSW AS front and rear tires

Body Exterior

Driver and Passenger Doors

Sliding right rear passenger door, Rear Cargo Doors

Driver and passenger power remote door mirrors

Black door mirrors

Black bumpers

Clearcoat paint

Convenience

Manual air conditioning

Power front windows

Driver 1-touch down

Remote power door locks

Manual tilt steering wheel

Manual telescopic steering wheel

1 1st row LCD monitor

Front cupholders

Dual visor vanity mirrors

Full overhead console

Driver and passenger door bins

Seats and Trim

Seating capacity of 2

Front bucket seats

4-way driver seat adjustment

4-way passenger seat adjustment

Driver armrest

Metal-look instrument panel insert

Entertainment Features

AM/FM stereo radio

2 speakers

Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights

Variable intermittent front windshield wipers

Light tinted windows

Front reading lights

Tachometer

Low tire pressure warning

Trip odometer

Safety and Security

Rear-view Camera with Trailer Assist

4-wheel ABS brakes

Brake assist

4-wheel disc brakes

AdvanceTrac w/Roll Stability Control

ABS and driveline traction control

Dual front impact airbags

Dual seat mounted side impact airbags

Curtain 1st row overhead airbag

Airbag supplemental restraint system

Power remote door locks

Manually adjustable front head restraints

NJ State Contract Price

\$ 32,468.00

Attachment: 2022 FORD CARGO VAN (2022-188 : Authorizing the purchase of a 2022 Ford Cargo Van)

AVAILABLE FACTORY OPTIONS SUBJECT TO A 10% DISCOUNT

63E	Dual heavy duty batteries, INCLUDED IN UPFITTER SWITCHES	\$	-
54S	Heated power exterior mirrors with turn signals, short arm	\$	220.00
68H	Running Board at sliding side passenger door only	\$	300.00
87E	Auxiliary Fuse Panel – INCLUDED IN UPFITTER SWITCHES	\$	-
86F	2 additional keys, total of 4 keys, programmed	\$	75.00
67C	Upfitter switches, 4, with required, dual batteries & Aux Fuel Panel, MOD WIRE SYS.	\$	610.00
53K	MODIFIED VEHICLE WIRING SYSTEM INCLUDED IN UPFITTER SWITCHES		0

PAINT COLOR = WHITE

\$ -

INTERIOR = PALAZZO GRAY VINYL

NJ Discount (10%)

\$ (120.50)

Factory Options Total**\$ 1,084.50****Additional Options**

INSTALL SHELVING PACKAGE – PARTITION , (2) 52" SHELF UNITS ON DRIVER SIDE OF LOADSPACE	\$	4,850.00
1 DOOR KIT ON UPPER SHELF IN D/S FRONT SHELF UNIT, INSTALL 3 HOOK BAR ON D/S REAR	\$	-
SHELF, INSTALL 32" SHELF UNIT ON P/S IN FRONT OF REAR WHEEL WELL, INSTALL 42" WORK	\$	-
BENCH WITH PULL OUT DRAWER OVER THE P/S WHEEL WELL , INSTALL 2 SWIVEL HOOKS ON P/S	\$	-
FRONT SHELF UNIT	\$	-
INSTALL CENTER CONSOLE BETWEEN FRONT SEATS	\$	350.00
INSTALL 5 SLOT LITERATURE HOLDER ON PARTITION BETWEEN SEATS	\$	190.00
INSTALL 2 LED FLOOD LIGHTS MOUNTED INTERIOR REAR AND WIRED TO SWITCH IN REAR POST	\$	985.00
INSTALL INTERIOR LED LIGHTING WIRE TO SWITCH	\$	-
4 corner strobe system	\$	1,095.00
INSTALL REAR TRAFFIC ADVISOR MOUNTED ON ROOF	\$	985.00
INSTALL LEGEND FLEET STABILIGRIP FLOOR WITH SAFETY YELLOW SIDE AND REAR DOOR THRES-	\$	1,190.00
HOLD SET	\$	-

Additional Options Total**\$ 9,645.00****Total Price with Options****\$ 43,197.50**

Date 3/23/2022

Quote is good for 60 Days

Please sign here to accept _____

Attachment: 2022 FORD CARGO VAN (2022-188 : Authorizing the purchase of a 2022 Ford Cargo Van)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-189

Resolution authorizing the purchase of a 2022 Mason Dump Truck for DPW utilizing capital funds totaling \$49,400.40.



RESOLUTION NO. 2022-189

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

RESOLUTION AUTHORIZING THE PURCHASE OF A 2022 MASON DUMP TRUCK

WHEREAS, the City has a need to purchase a 2022 Mason Dump truck within the Department of Public Works; and

WHEREAS, the City has obtained a quote from Mall Chevrolet totaling \$49,400.40 based off of the Educational Services Commission of New Jersey (ESCNJ) Co-op Contract #ESCNJ20/21-557, in which the City is a member; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to this vendor in an amount listed above; and

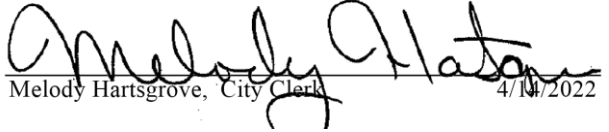
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-182-003. The maximum dollar value of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$49,400.40; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-189 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK

MALL CHEVROLET

75 Haddonfield Road, Cherry Hill, NJ 08002

Direct: 856-449-9254 / Fax: 856-504-0108

fleetman13@gmail.com

Rick Di Renzo, Fleet Manager

Date: 3/1/2022

END USER ADDRESS - CITY, STATE, ZIP: 416

STOCK DUMP

VEHICLE TYPE 2022 3500 CC 4WD

Method of Shipment DELIVER/UPFIT

Ship to Attention of: RICK DI RENZO

Comments: ESCNJ 20/21-09

Item	Quantity	Part No.	Description	MSRP	ESCNJ
1	1	CK31003	2021 OR NEWER SILVERADO CC DRW	\$ 41,080.00	\$ 36,150.40
		L8T	6.6L V8 ENGINE		
		MYD	TRANSMISSION 6-SPD AUTOMATIC		
		GT4	3.73 REAR AXLE		
		1WT	WORK TRUCK GROUP		
		QZT	TIRES, LT235/80R173 ALL TERRAIN		
		ZZT	ALL TERRAIN SPARE		
		AE7	JET BLACK VINYL 40/20/40 BENCH SEAT		
		IOR	GM INFOTAINMENT SYSTEM		
		VYU	SNOW PLOW PREP PACKAGE		
		KW5	220 AMP ALTERNATOR		
		NZZ	SKID PLATES		
		VK3	FRONT LICENSE PLATE		
		9L7	UPFITTER SWITCH		
	1	DU9	AIRFLOW 2/3 CU YD DUMP BODY		\$ 13,250.00
			97 DB BACK UP ALARM		
			WELD ON HITCH PLATE W/PINTLE HOOK		
			RV STYLE TRAILER PLUG		
		DOT-6	AMBER FLASHING LED SAFETY LIGHTS		
					\$ 49,400.40

Attachment: MALL CHEVROLET DUMP TRUCK QUOTE (2022-189 : Authorizing the purchase of a 2022 Mason Dump Truck)

Mail body:



Attachment: MALL CHEVROLET DUMP TRUCK QUOTE (2022-189 : Authorizing the purchase of a 2022 Mason Dump Truck)

Mail body:



Attachment: MALL CHEVROLET DUMP TRUCK QUOTE (2022-189 : Authorizing the purchase of a 2022 Mason Dump Truck)



732-388-5333
www.akequipment.net



BID # ESCNJ20/21-55

NEW JERSEY STATE APPROVED CO-OP # 65-MCESCCPS

Adrian Steel

Airflo

Buyer Products

Duramag

Ecco

Fillrite

Fisher

Go Light

Harper-Deweze

Magnum

RC Industries

SH Truck

Tommygate

Weatherguard

VMAC





Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-190

Resolution authorizing the purchase of a Kubota for the Beach Department from Cherry Valley Tractor totaling \$29,936.68 off of the Sourcewell Co-Op. This is a Menu Item as per Resolution #2022-171



RESOLUTION NO. 2022-190

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

RESOLUTION AUTHORIZING THE PURCHASE OF A KUBOTA FOR THE BEACH DEPARTMENT

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

WHEREAS, the City has obtained the attached quote from Cherry Valley Tractor Sales, Inc. totaling \$29,936.68 from Sourcewell (formerly NJPA) National Cooperative Agricultural & Compact Construction Equipment Contract Number 040319-KBA in which the City is a member with a membership number of 18864; and

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

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

WHEREAS, the City of Asbury Park has adopted Resolution #2022-171 identifying the 2022 Menu Items as per the SDA and the reimbursement and purchase of one (1) Kubota is included; and

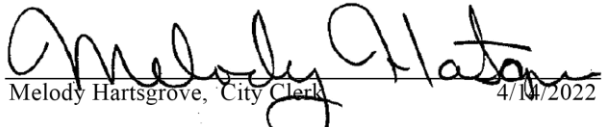
WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts: 2-05-55-502-000-219 as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of a Kubota for a total amount of \$29,936.68 from Cherry Valley Tractor Sales, Inc.; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-190 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.



Melody Hartsgrove, City Clerk 4/13/2022

MELODY HARTSGROVE
CITY CLERK

Quote Provided By
 CHERRY VALLEY TRACTOR SALES,
 INC.
 John Fowler
 35 W ROUTE 70
 MARLTON, NJ 08053
 email: john@cherryvalleytractor.com
 phone: 7323200452

-- Standard Features --

-- Custom Options --



Kubota

V Series

RTV-X1100CWL-H

EQUIPMENT IN STANDARD MACHINE

DIESEL ENGINE

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

TRANSMISSION

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

HYDRAULICS

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

FLUID CAPACITY

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

CARGO BOX

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

+ Manufacturer Estimate

KEY FEATURES

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

SAFETY EQUIPMENT

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

DIMENSIONS

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

Factory Spray-on Bedliner
 "L" Models Only

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

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$22,549.00

(1) BACKUP ALARM K7591-99640-BACKUP ALARM	\$169.71
(1) REAR SCREEN - GREY K7711-99280-REAR SCREEN - GREY	\$290.11
(1) TURN SIGNAL/HAZARD LIGHT KIT K7731-99610-TURN SIGNAL/HAZARD LIGHT KIT	\$339.58
(2) SIDE MIRROR KIT - CAB (1) 77700-V5059-SIDE MIRROR KIT - CAB (1)	\$165.00
(1) STROBE LIGHT KIT 77700-VC5058-STROBE LIGHT KIT	\$192.50

Configured Price: **\$23,705.90**

Sourcewell Discount: **(\$5,215.30)**

SUBTOTAL: **\$18,490.60**

Dealer Assembly: **\$325.83**

Freight Cost: **\$881.25**

PDI: **\$400.00**

AFTERMARKET AM/FM/WB/RADIO **\$440.00**

ELLIOT MACHINE WORKS 2.0 CU YD REFUSE
 HOPPER **\$9,399.00**

Total Unit Price: **\$29,936.68**

Quantity Ordered: **1**

Final Sales Price: **\$29,936.68**

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

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

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

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Attachment: CHERRY VALLEY KUBOTA QUOTE (2022-190 : Authorizing the purchase of a Kubota for the Beach Department)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-192

Resolution authorizing the purchase of office furniture for various department totaling \$30,238.24 utilizing Capital Funds.



RESOLUTION NO. 2022-192

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

RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE FURNITURE FOR VARIOUS DEPARTMENTS WITHIN THE CITY

WHEREAS, the City has a need to purchase office furniture for various departments within the City; and

WHEREAS, the City has obtained the attached quote for office furniture:

- The Hon Company c/o Tanner North Jersey in the amount of \$30,238.24 off of NJ State Contract #19-FOOD-00927

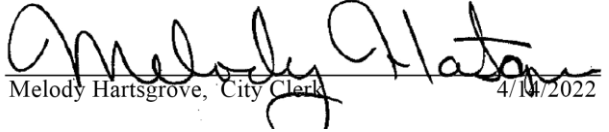
WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$30,238.24; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-182-003 and 2-01-27-345-000-299. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of office furniture in the amount of \$30,238.24 and a copy of this Resolution shall be provided to the City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-192 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 13th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK

Date	Quote	Item	Description	Quantity	Price	Total
4/7/2022	2022-0430	H1526.LNR1	Pencil/center drawer	1	89.42	\$89.42
	2022-0430	HBDMAUSB	Dual Monitor	0	234.65	\$0.00
	2022-0430	HE4022.LNR1	SlideAway keyboard	1	125.46	\$125.46
	2022-0430	HNL243679SC.F.LNR1.LNR1	Concinnity Stoage cabinet w/laminate doors	2	1,394.93	\$2,789.86
	2022-0430	HNL2448F.BNR.T1.LNR1.LNR1	Bridge	1	278.89	\$278.89
	2022-0430	HNL2472DPS.GNR.F.T1.LNR1.LNR1	Concinnity Credenza w/Lateral R	1	1,464.65	\$1,464.65
	2022-0430	HNL2472RLC.GNR.F.T1.LNR1.LNR1	Concinnity Credenza w/Lateral R	1	968.74	\$968.74
	2022-0430	HNL2972FD.LNR1	Wall mount storage w/frosted doors	1	1,421.45	\$1,421.45
	2022-0430	HNL3672LPBR.GNR.F.T1.LNR1.LNR1	Pedestal desk	1	1,127.83	\$1,127.83
	2022-0430	HIWM1.P.H.M.WP96.T.PA	Ignition mid back pneumatic chair	1	543.54	\$543.54
	2022-0430	HSGS6.F.EWP40.P8V	Accomodate set of 2 guest chairs	1	514.08	\$514.08
	2022-0430	HLED31AS	LED light w/power supply	1	224.74	\$224.74
					sub-total	\$9,548.66
4/7/2022	2022-0395	H105290.LLA1LLA1	10500 Storage cabinet	1	541.08	\$541.08
	2022-0395	H684.L.L	Brigade 36"W 4 drawer lateral file cabinet	1	869.56	\$869.56
					sub-total	\$1,410.64
4/7/2022	2022-0394	H683.L.S	Brigade 36"W 3 drawer lateral file cabinet	1	700.66	\$700.66
	2022-0394	H919436.N	36" Square -edge laminate top	1	320.62	\$320.62
					sub-total	\$1,021.28
4/7/2022	2022-0396	HIEH1.A.H.U.AL10.T.SB	Ignition xecutive high back chair	1	435.03	\$435.03
					sub-total	\$435.03
4/7/2022	2022-0432	HIWM1.P.H.M.WP96.T.PA	Ignition mid back pneumatic chair	1	543.54	\$543.54
	2022-0432	HIWM2.A.H.U.A126.T.SB	Ignition mid back pneumatic chair	1	462.52	\$462.52
					sub-total	\$1,006.06
4/7/2022	2021-1067	H105904L.NN-	10500 Single left full height pedestal credenza	1	671.20	\$671.20
	2021-1067	H10534.NN	72" Stack-on hutchw/doors	1	560.72	\$560.72
	2021-1067	H105856.N	10500 72" back enclosure	1	132.08	\$132.08
	2021-1067	H90056.APN15	72" fabric tackboard	1	181.67	\$181.67
					sub-total	\$1,545.67
4/7/2022	2021-1068	H2191.N.EB11	Pillow soft exec high back chair	2	638.79	\$1,277.58
					sub-total	\$1,277.58
4/7/2022	2021-1066	H10585R.LSA1SA1	10500 36X72 single right pedestal desk	1	655.49	\$655.49
	2021-1066	H10512L.LSA1	10500 24X42 flush left return pedestal box/file	1	454.67	\$454.67

	2021-1066	H105327.LSA1LSA1	10500 stack on storage hutch	1	634.37	\$634.37
	2021-1066	H105857.LSA1	78" back enclosure for hutch	1	143.86	\$143.86
	2021-1066	H90057.CU22	78" Tackbord	1	191.49	\$191.49
	2021-1066	H1522.LSA1	pencil/center drawer	1	78.20	\$78.20
	2021-1066	HTLD48.GSA.N.LSA1	Prside 48" shaped laminate	1	293.13	\$293.13
	2021-1066	HTLXP48.LSA1	Preside laminate table x base	1	250.41	\$250.41
	2021-1066	HSGS6.F.E.DAPR15.BLCK	Accommodate set of 2 guest chairs	1	478.73	\$478.73
	2021-1066	HITLM.YO.A.H.IM.DAPR15.NL.SA1	Ignition 2.0 low back task chair	1	320.13	\$320.13
					sub-total	\$3,500.48
4/7/2022	2021-1076	H10585R.LSA1LSA1	10500 36x72 single right pedestal desk box/file	2	655.49	\$1,310.98
	2021-1076	H10512L.LSA1LSA1	10500 24X42 flush left return pedestal box/file	1	454.67	\$454.67
	2021-1076	H10534.LSA1LSA1	72" stack on hutch w/doors	1	560.72	\$560.72
	2021-1076	H105856.LSA1	10500 72" back enclosure for hutch	1	132.08	\$132.08
	2021-1076	H90056.CU22	72" fabric tackboard	1	181.67	\$181.67
	2021-1076	H105327.LSA1LSA1	10500 stack on storage hutch	1	634.37	\$634.37
	2021-1076	H105857.LSA1	78" back enclosure for hutch	1	143.86	\$143.86
	2021-1076	H90057.CU22	78" fabric tackboard	1	191.49	\$191.49
	2021-1076	H1522.LSA1	Pencil/center drawer	2	78.20	\$156.40
	2021-1076	HTLD36.GSA.N.LSA1	36" round Preside laminate table top	1	242.55	\$242.55
	2021-1076	HTLXP36.LSA1	Preside laminate table x base	1	232.73	\$232.73
	2021-1076	HSGS6.F.E.DAPR15.BLCK	Accommodate set of 2 guest chairs	2	478.73	\$957.46
	2021-1076	HITLM.YO.A.H.IM.DAPR15.NL.SA1	Ignition 2.0 low back task chair	2	320.13	\$640.26
	2021-1076	H10516L.LSA1LSA1	1050024x48 flush left return	1	464.49	\$464.49
					sub-total	\$6,303.73
4/7/2022	2022-0537	HBDMAUSB	Dual monitor arm	2	234.65	\$469.30
					sub-total	\$469.30
4/7/2022	2022-0510	H10548L.COGN.COGN	10500 - 24x72 Credenza w/36"w (20 drawer file	1	776.27	\$776.27
	2022-0510	H105899.COGN.COGN	10500 - 36x72 Double Pedestal Desk	1	1,035.52	\$1,035.52
	2022-0510	HLINEARC2	Linear handle	3	34.86	\$104.58
	2022-0510	HLINEARC3	Linear handle	1	39.28	\$39.28
	2022-0510	HIWM2.A.H.U.HAML17.T.SB	Ignition mid-back chair	1	462.52	\$462.52
	2022-0510	HUTM1872.COGN.P.CHR	18X72 Utility table	1	376.60	\$376.60
					sub-total	\$2,794.77
4/7/2022	2022-0514	HIWM2.A.H.M.AI10.T.SB	Ignition midback chair	2	462.52	\$925.04
		HIWM8.A.A.U.AI10.T.SB	Ignition midback chair big and tall	0	851.15	\$0.00
					sub-total	\$925.04
					TOTAL	\$30,238.24



TannerNorthJersey

SCHOOL & OFFICE FURNITURE

1251 Lakewood-Farmingdale Road

Howell, NJ 07731

888-722-0087

732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0430

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Donna's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
H1526.LNR1	Pencil/Center Drawer For Desk Color: Natural Recon	1	89.42	89.42
HE4022.LNR1	Extended SlideAway Keyboard Platform (Accommodates Both Keyboard & Mouse) Dimensions: 30"W x 10"D Color: Natural Recon	1	125.46	125.46
HNL243679SC.F.LNR1.LNR1	"Concinnity" Storage Cabinet with Laminate Doors, (5) Adjustable Shelves, Locking, Pull: Loop Color: Natural Recon Dimensions: 36"W x 24"D x 78-1/8"H	2	1,394.93	2,789.86
HNL2448BF.BNR.T1.LNR1.LNR1	48X24X29 1/2 Bridge w/ Full Mod, Edge: Smooth, Flat- Natural Recon Grommet Color: Platinum Laminate: Natural Recon	1	278.89	278.89

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Total



TannerNorthJersey

SCHOOL & OFFICE FURNITURE

1251 Lakewood-Farmingdale Road

Howell, NJ 07731

888-722-0087

732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0430

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Donna's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
HNL2472DPS.GNR.F.T1.LNR1.L...	Concinnity 72 X 24 X 29 1/2 Credenza W/ Lateral Rt Edge- Smooth Flat- Natural Recon Grommet- Platinum Laminate- Natural Recon	1	1,464.65	1,464.65
HNL2472RLC.GNR.F.T1.LNR1.L...	72X24X29 1/2 Credenza w/ Lateral Rt EdgeL Smooth Flat- Natural Recon Grommet: Platinum Laminate: Natural Recon	1	968.74	968.74
HNL2972FD.LNR1	72 X 15 X 28- 1/2 Wall Mount Storage Frosted Doors Laminate: Natural Recon	1	1,421.45	1,421.45
HNL3672LPBR.GNR.F.T1.LNR1....	72 X 36 X 29-1/2 LF Ped Desk Bow Top Recess Mod Edge= Smooth Platinum Pull= Loop/Black Color= Natural Recon	1	1,127.83	1,127.83

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Total



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0430

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Donna's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
HIWM1.P.H.M.WP96.T.PA	Ignition Wk Mid-Bck Pneu Swivel Tilt Back Ht adj, Fixed Polished Aluminum, Hard, Mesh Back Fabric Selection: Whisper vinyl- Ochre Paint: Black Basetype: Polished Aluminum	1	543.54	543.54
HSGS6.F.E.WP40.P8V	"Accommodate" Guest Chair, Nylon Glides, Fixed Arms (2 Per Carton) Seat & Back Fabric: Black Faux Leather Frame: Textured Titanium	1	514.08	514.08
HLED31AS	31" LED Light with Power Supply (Single)	1	224.74	224.74

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Total



TannerNorthJersey
 SCHOOL & OFFICE FURNITURE
 1251 Lakewood-Farmingdale Road
 Howell, NJ 07731
 888-722-0087
 732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0430

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Donna's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
D & A	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Street Muscatine, IA 52761 Delivered and Assembled Sales Tax		6.625%	0.00 0.00

We want your order to be perfect as it is custom made to your specifications.
 Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
 restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to
 732-886-3629. Thank you for your business!

Total \$9,548.66



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0395

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Joanne Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
H105290.LLA1LLA1	10500 Series Storage Cabinet w /Doors, (1) Adj Shelf, Locking Dimensions: 36" x 24"D x 29-1/2"H Color: Lowell Ash	1	541.08	541.08
H684.L.L	Brigade 36"W (4)-Drawer Lateral File Cabinet, Aluminum Recessed Drawer Pull, Locking Color: Putty Dimensions: 18"D x 52-1/2"H	1	869.56	869.56
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
D & A	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Street Muscatine, IA 52761 Delivered and Assembled Sales Tax		6.625%	0.00 0.00

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to 732-886-3629. Thank you for your business!

Total \$1,410.64

Attachment: OFFICE FURNITURE QUOTES_001 (2022-192 : Authorizing the Purchase of Office Furniture for Various Departments)



TannerNorthJersey
 SCHOOL & OFFICE FURNITURE
 1251 Lakewood-Farmingdale Road
 Howell, NJ 07731
 888-722-0087
 732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0394

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Melody's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
H683.L.S	Brigade 36"W (3)-Drawer Lateral File Cabinet, Aluminum Recessed Drawer Pull, Locking Color: Charcoal Dimensions: 18"D x 39-1/8"H	1	700.66	700.66
H919436.N	36"W Square-Edge Laminate Top Color: Mahogany Dimensions: 18"D x 1-1/8" Thick	1	320.62	320.62
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
D & A	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Street Muscatine, IA 52761 Delivered and Assembled			0.00

We want your order to be perfect as it is custom made to your specifications.
 Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
 restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to
 732-886-3629. Thank you for your business!

Total \$1,021.28

Attachment: OFFICE FURNITURE QUOTES_001 (2022-192 : Authorizing the Purchase of Office Furniture for Various Departments)



TannerNorthJersey
 SCHOOL & OFFICE FURNITURE
 1251 Lakewood-Farmingdale Road
 Howell, NJ 07731
 888-722-0087
 732-886-9660

Quote

Date	Quote #
4/6/2022	2022-0396

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Morraine's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
HIEH1.A.H.U.AL10.T.SB	Ignition Executive High Back Chair, Pneumatic, Back Height Adjustment, Swivel/Tilt, Tension & Lock, Ht & Width Adj T-Arms Fabric: Attire- Onyx	1	435.03	435.03
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Street Muscatine, IA 52761			
D & A	Delivered and Assembled			0.00
	Sales Tax		6.625%	0.00

We want your order to be perfect as it is custom made to your specifications.
 Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to 732-886-3629. Thank you for your business!

Total \$435.03

Attachment: OFFICE FURNITURE QUOTES_001 (2022-192 : Authorizing the Purchase of Office Furniture for Various Departments)



TannerNorthJersey

SCHOOL & OFFICE FURNITURE

1251 Lakewood-Farmingdale Road

Howell, NJ 07731

888-722-0087

732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0432

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Donna's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
HIWM1.P.H.M.WP96.T.PA	Ignition Wk Mid-Bck Pneu Swivel Tilt Back Ht adj, Fixed Polished Aluminum, Hard, Mesh Back Fabric Selection: Whisper vinyl- Ochre Paint: Black Basetype: Polished Aluminum	1	543.54	543.54
HIWM2.A.H.U.AI26.T.SB	Ignition Midback Chair, Pneumatic, Back Height Adjustment, Synchro-Tilt, Tilt Tension & Lock, Seat Glide, Upholstered Seat & Back, Height Arms Adjustable Arms Color: Whisper Vinyl, Ochre Frame: Black	1	462.52	462.52

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Total



TannerNorthJersey

SCHOOL & OFFICE FURNITURE

1251 Lakewood-Farmingdale Road

Howell, NJ 07731

888-722-0087

732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0432

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Donna's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
D & A	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Street Muscatine, IA 52761 Delivered and Assembled Sales Tax		6.625%	0.00T 0.00

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to
732-886-3629. Thank you for your business!

Total \$1,006.06



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2021-1067

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 (Anthony Office)

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
H105904L.NN	10500 Series 24x72 Single Left Full- Height Pedestal Credenza (File/File), Locking Color: Mahogany	1	671.20	671.20
H10534.NN	72"W Stack-On Hutch w/ Doors, Laminate Construction, Non-Locking Dimensions: 14-5/8"D x 37-1/8"H Color: Mahogany	1	560.72	560.72
H105856.N	10500 Series 72"W Back Enclosure For Hutch Color: Mahogany	1	132.08	132.08
H90056.APN15	72"W Fabric Tackboard - Dune	1	181.67	181.67
NJSC	HON NJSC #19-FOOD-00927		0.00	0.00
D & A	Delivered and Assembled			0.00
	Sales Tax		6.625%	0.00

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to 732-886-3629. Thank you for your business!

Total \$1,545.67

Attachment: OFFICE FURNITURE QUOTES_001 (2022-192 : Authorizing the Purchase of Office Furniture for Various Departments)



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2021-1066

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Robert G. Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
H10585R.LSA1LSA1	10500 Series 36x72 Single Right 3/4 Ht Pedestal Desk (Box/File), Locking, Laminate Construction w/ Square Edge Color: Sterling Ash	1	655.49	655.49
H10512L.LSA1	10500 Series 24x42 Flush Ht Left Return, 3/4 Ht Pedestal (Box/File), Locking, Laminate Construction Color: Sterling Ash	1	454.67	454.67
H105327.LSA1LSA1	10500 Series Stack-On Storage Hutch, (4) Doors, Non-Locking, Open Back Dimensions: 78"W x 37-1/8"H x 14-5/8"D Color: Sterling Ash	1	634.37	634.37
H105857.LSA1	78"W Back Enclosure For Hutch Color: Sterling Ash	1	143.86	143.86
H90057.CU22	78"W Fabric Tackboard - Centurion, Frost	1	191.49	191.49
H1522.LSA1	Pencil/Center Drawer Color: Sterling Ash	1	78.20	78.20
HTLD48.GSA.N.LSA1	Preside 48"R Shaped Laminate, 2MM Flat- Sterling Ash Laminate: Sterling Ash	1	293.13	293.13

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Total



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2021-1066

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Robert G. Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
HTLXP48.LSA1	Preside Laminate Table X- Base Color: Sterling Ash	1	250.41	250.41
HSGS6.F.E.DAPR15.BLCK	Accomodate Set of 2 Guest Chairs Fixed Arms, Standard Nylon Glides Fabric: Dapper, Slate Frame: Textured Black	1	478.73	478.73
HITLM.YO.A.H.IM.DAPR15.NL.S...	Ignition 2.0 Low Back Task Chair, Pneumatic Seat Ht Adj, Swivel/Tilt, Synchro Tilt, Tension & Lock, Adj Lumbar Support, Adj Ht & Width Arms Mesh Back: Black Seat Fabric: Dapper, Slate Frame: Black	1	320.13	320.13

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Total



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2021-1068

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 (Lisa Office)

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
H2191.N.EB11	Pillow-Soft 2190 Exec High-Back Swivel Tilt Finish: Mahogany Fabric: Vinyl, Black	2	638.79	1,277.58
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
DO	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Streeet Muscatine, IA 52761 Delivered Only Sales Tax		6.625%	0.00 0.00

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to
732-886-3629. Thank you for your business!

Total \$1,277.58

Attachment: OFFICE FURNITURE QUOTES_001 (2022-192 : Authorizing the Purchase of Office Furniture for Various Departments)



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2021-1066

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Robert G. Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
D & A	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Street Muscatine, IA 52761 Delivered and Assembled Sales Tax		6.625%	0.00 0.00

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to
732-886-3629. Thank you for your business!

Total \$3,500.48



TannerNorthJersey
 SCHOOL & OFFICE FURNITURE
 1251 Lakewood-Farmingdale Road
 Howell, NJ 07731
 888-722-0087
 732-886-9660

Quote

Date	Quote #
4/7/2022	2021-1076

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 (Girl Office)

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
H10585R.LSA1LSA1	10500 Series 36x72 Single Right 3/4 Ht Pedestal Desk (Box/File), Locking, Laminate Construction w/ Square Edge Color: Sterling Ash	2	655.49	1,310.98
H10512L.LSA1LSA1	10500 Series 24x42 Flush Ht Left Return, 3/4 Ht Pedestal (Box/File), Locking, Laminate Construction Color: Sterling Ash	1	454.67	454.67
H10534.LSA1LSA1	72"W Stack-On Hutch w/ Doors, Laminate Construction, Non-Locking Dimensions: 14-5/8"D x 37-1/8"H Color: Sterling Ash	1	560.72	560.72
H105856.LSA1	10500 Series 72"W Back Enclosure For Hutch Color: Sterling Ash	1	132.08	132.08
H90056.CU22	72"W Fabric Tackboard - Frost	1	181.67	181.67
H105327.LSA1LSA1	10500 Series Stack-On Storage Hutch, (4) Doors, Non-Locking, Open Back Dimensions: 78"W x 37-1/8"H x 14-5/8"D Color: Sterling Ash	1	634.37	634.37

We want your order to be perfect as it is custom made to your specifications.
 Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Total



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2021-1076

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 (Girl Office)

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty.	Price	Total
H105857.LSA1	78"W Back Enclosure For Hutch Color: Sterling Ash	1	143.86	143.86
H90057.CU22	78"W Fabric Tackboard - Centurion, Frost	1	191.49	191.49
H1522.LSA1	Pencil/Center Drawer Color: Sterling Ash	2	78.20	156.40
HTLD36.GSA.N.LSA1	36" Round "Preside" Laminate Table Top w/ 2mm Sterling Ash Edge, Top: Sterling Ash	1	242.55	242.55
HTLXP36.LSA1	Preside Laminate Panel X Base For 36" Top Color: Sterling Ash	1	232.73	232.73
HSGS6.F.E.DAPR15.BLCK	Accomodate Set of 2 Guest Chairs Fixed Arms, Standard Nylon Glides Fabric: Dapper, Slate Frame: Textured Black	2	478.73	957.46

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Total



TannerNorthJersey
 SCHOOL & OFFICE FURNITURE
 1251 Lakewood-Farmingdale Road
 Howell, NJ 07731
 888-722-0087
 732-886-9660

Quote

Date	Quote #
4/7/2022	2021-1076

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 (Girl Office)

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
HITLM.YO.A.H.IM.DAPR15.NL.S...	Ignition 2.0 Low Back Task Chair, Pneumatic Seat Ht Adj, Swivel/Tilt, Synchro Tilt, Tension & Lock, Adj Lumbar Support, Adj Ht & Width Arms Mesh Back: Black Seat Fabric: Dapper, Slate Frame: Black	2	320.13	640.26
H10516L.LSA1LSA1	10500 Series 24x48 Flush Ht Left Return, 3/4 Ht Pedestal (Box/File), Locking, Laminate Construction Color: Sterling Ash	1	464.49	464.49
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2022 Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Streeet Muscatine, IA 52761		0.00	0.00

We want your order to be perfect as it is custom made to your specifications.
 Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Total

732-886-9660

Date	Quote #
4/7/2022	2021-1076

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 (Girl Office)

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
D & A	Delivered and Assembled			0.00
	Sales Tax		6.625%	0.00

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to 732-886-3629. Thank you for your business!

Total	\$6,303.73
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Attachment: OFFICE FURNITURE QUOTES_001 (2022-192 : Authorizing the Purchase of Office Furniture for Various Departments)



TannerNorthJersey

SCHOOL & OFFICE FURNITURE

1251 Lakewood-Farmingdale Road

Howell, NJ 07731

888-722-0087

732-886-9660

Quote

Date	Quote #
4/8/2022	2022-0537

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Greg Office #2

Rep	Salesperson	P.O. Number
Cipi	EG	

Item	Description	Qty	Price	Total
HBDMAUSB	Dual Monitor Arm with 2 USB Ports	2	234.65	469.30
D & A	Delivered and Assembled			0.00

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to 732-886-3629. Thank you for your business!

Total \$469.30

Attachment: OFFICE FURNITURE QUOTES_001 (2022-192 : Authorizing the Purchase of Office Furniture for Various Departments)



TannerNorthJersey

SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/8/2022	2022-0510

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 (Greg's Office)

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
H10548L.COGNCOGN	"10500 Series" 24x72 Credenza w/ 36"W (2)-Drawer Lateral File LEFT, Locking Color: Cognac	1	776.27	776.27
H105899.COGN.COGN	10500 Series 36x72 Double Pedestal Desk, Laminate Construction, Bow Front Top, (1) Full Ht Pedestal (B/B/F) & (1) Full Ht Pedestal (F/F), Locking Laminate: Cognac	1	1,035.52	1,035.52
HLINEARC2	Linear Handle, (2)-Pack Color: Matte Chrome	3	34.86	104.58
HLINEARC3	Linear Handle, (3)-Pack Color: Matte Chrome	1	39.28	39.28
HIWM2.A.H.U.HAML17.T.SB	Ignition Midback Chair, Pneumatic, Back Height Adjustment, Synchro-Tilt, Tilt Tension & Lock, Seat Glide, Upholstered Seat & Back, Height Arms Adjustable Arms Color: Hamilton-- Charcoal, Ochre Frame: Black	1	462.52	462.52

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Total



TannerNorthJersey
 SCHOOL & OFFICE FURNITURE
 1251 Lakewood-Farmingdale Road
 Howell, NJ 07731
 888-722-0087
 732-886-9660

Quote

Date	Quote #
4/8/2022	2022-0510

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 (Greg's Office)

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
HUTM1872.COGN.P.CHR	18x72 Utility Table, Laminate Top w/ Steel Apron, 29" Fixed Height Tubular Steel Legs Top: Cognac Apron & Legs: Chrome	1	376.60	376.60
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
D & A	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Streeet Muscatine, IA 52761 Delivered and Assembled Sales Tax		6.625%	0.00 0.00

We want your order to be perfect as it is custom made to your specifications.
 Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to 732-886-3629. Thank you for your business!

Total \$2,794.77



SCHOOL & OFFICE FURNITURE
1251 Lakewood-Farmingdale Road
Howell, NJ 07731
888-722-0087
732-886-9660

Quote

Date	Quote #
4/7/2022	2022-0514

Bill To
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Ship To
1 Municipal Plaza Asbury Park, NJ 07712 Doug's Office

Rep	Salesperson	P.O. Number
Ruth	EG	

Item	Description	Qty	Price	Total
HIWM2.A.H.M.AI10.T.SB	Ignition Midback Chair, Pneumatic, Back Height Adjustment, Synchro-Tilt, Tilt Tension & Lock, Seat Glide, Height & Width Adjustable Arm Onyx Fabric Seat / Black Mesh Back	2	462.52	925.04
NJ State Price	NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 4/30/2023		0.00	0.00
D & A	Please make out this purchase order to: The Hon Company c/o Tanner NJ 200 Oak Street Muscatine, IA 52761 Delivered and Assembled Sales Tax		6.625%	0.00T 0.00

We want your order to be perfect as it is custom made to your specifications.
Please verify all quantities, colors and dimensions prior to ordering. All sales are subject to a
restocking fee as per the Cooperative agreement.

Please email purchase order to lorry@tannernj.com or fax to
732-886-3629. Thank you for your business!

Total \$925.04

Attachment: OFFICE FURNITURE QUOTES_001 (2022-192 : Authorizing the Purchase of Office Furniture for Various Departments)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-193

SQF wishes to remove and replace ten (10) additional existing City-owned utility poles located at various sites along Ocean Avenue



RESOLUTION NO. 2022-193

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A “THIRD MEMORANDUM OF UNDERSTANDING” WITH SQF, LLC RELATING TO THE REMOVAL AND REPLACEMENT OF CERTAIN CITY-OWNED UTILITY POLES

WHEREAS, the City of Asbury Park (the “City”) is a party to a Rights-of-Way Use Agreement (the “ROW Agreement”) with SQF, LLC, d/b/a Tilson (“SQF”), dated November 16, 2017, which provides SQF with the non-exclusive right to utilize the public rights-of-way within the City for the purpose of owning, construction, installing, operating and maintaining telecommunications and Wi-fi facilities; and

WHEREAS, following the execution of the ROW Agreement, the City and SQF (collectively referenced as the “Parties”) have entered into a First Memorandum of Understanding and Second Memorandum of Understanding, each of which memorialized the scope of work and activities associated with the removal and replacement of certain specific existing City-owned utility poles located at various specific sites within the City; and

WHEREAS, the prior sites involved the removal and replacement of utility poles at specific locations along Springwood Avenue, Ocean Avenue and Cookman Avenue within the City; and

WHEREAS, at current, SQF wishes to remove and replace ten (10) additional existing City-owned utility poles located at various sites along Ocean Avenue; and

WHEREAS, the specific locations and the design of the proposed replacement poles have been reviewed and approved by City officials; and

WHEREAS, the Parties have memorialized their understanding relating to the within undertaking in a proposed “Third Memorandum of Understanding,” a copy of which is attached hereto and made a part hereof; and

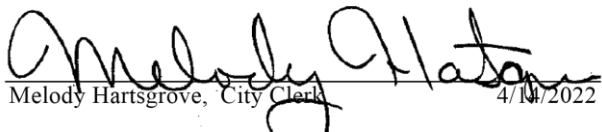
WHEREAS, the City wishes to authorize the execution of the attached “Third Memorandum of Understanding,” along with the activities referenced therein.

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

1. That the City Manager is hereby authorized to execute the attached "Third Memorandum of Understanding" between the City and SQF relating to the removal and replacement of ten (10) existing City-owned utility poles located at various sites along Ocean Avenue, as more specifically set forth in the attached.
2. That all City officials and employees are hereby authorized and directed to undertake all activities that are necessary in order to further the intentions of the within Resolution.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. SQF, LLC;
 - b. Heather Carlisle, Esq., Senior Counsel, Siting and Real Estate, Tilson;
 - c. Donna M. Vieiro, City Manager;
 - d. Michele Alonso, Director of Planning and Redevelopment;
 - e. Robert Bianchini, Director of Capital Projects and Public Facilities; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-193 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK

Third Memorandum of Understanding

SQF, LLC

and

The City of Asbury Park, New Jersey

This Memorandum of Understanding (MOU) sets forth the terms and understanding between SQF, LLC, with an address of 16 Middle Street, 4th Floor, Portland, Maine 04101 (“SQF” or “Licensee”), and the City of Asbury Park, New Jersey (“City” or “Licensor”) to allow Licensee to remove certain existing City-owned utility poles and replace them with new SQF-owned utility poles at the same locations.

1. Background.

SQF has partnered with New York SMSA Limited Partnership d/b/a Verizon Wireless, to provide infrastructure for wireless telecommunications services to Verizon Wireless’s customers. Verizon Wireless wishes to place a small network node on certain utility poles owned by City, that, according to Licensee, are structurally insufficient to accommodate the small network node. Licensee has obtained a right-of-way license agreement from the City allowing it to own infrastructure in the public right-of-way. SQF wishes to remove the structurally insufficient utility poles and replace them with new utility poles that will accommodate the existing attachments, as well as a new Verizon Wireless small network node. The City has agreed to this proposal pursuant to the terms and conditions set forth in this MOU.

2. Scope of Work.

This MOU will evidence the understanding between Licensee and the Licensor of the scope of work and activities that will take place in the replacement of these utility poles:

SQF will remove ten (10) existing City-owned utility poles located at or about the following locations (collectively referred to herein as the “Sites” or “Property”):

- (1) 800 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.21827 , -74.00108, (ASBURY PARK 01); and
- (2) 900 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.219439 , -74.000601, (ASBURY PARK BOARDWALK 02); and
- (3) 950 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.220217 , -74.000328, (ASBURY PARK BOARDWALK 03); and
- (4) 1050 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.221253, -73.999953, (ASBURY PARK BOARDWALK 04); and

- (5) 1101 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.2222368 , -73.999836, (ASBURY PARK BOARDWALK 05); and
- (6) 101 5th AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.22377, -74.000551, (ASBURY PARK BOARDWALK 06); and
- (7) 1300 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.224268, -73.99898, (ASBURY PARK BOARDWALK 07); and
- (8) 1501 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.225768, -73.99842, (ASBURY PARK BOARDWALK 08); and
- (9) 1480 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.225757, -73.998437, (ASBURY PARK BOARDWALK 09); and
- (10) 1501 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.227019, -73.997963, (ASBURY PARK BOARDWALK 10).

Licensee represents and warrants that it has inspected the Property for all risks and hazards and finds the Sites suitable for Licensee's intended purpose.

Licensee will remove, perform waste classification and dispose of the utility poles in accordance with all NJDEP requirements at its own cost and expense unless otherwise directed by the City. Licensee will install a new hybrid utility pole at each location and will install the Verizon Wireless small network node as shown on Exhibit A to this MOU on each new pole. Licensee will assume ownership of each new hybrid utility pole, including all liability and all responsibility for future maintenance.

The terms and conditions contained in the Right of Way Use Agreement executed by the Licensor and Licensee, dated November 17, 2017, are hereby incorporated into the MOU as if set forth at length herein. In particular, Licensee shall comply with all existing Ordinances of the Licensor as may be amended from time to time and with all future Ordinances as may be enacted by the Licensor in the future. Additionally, Licensee agrees to remove and replace any of the new poles that are being installed pursuant to the within MOU with "Smart Poles" as that term is defined in the Licensor's Ordinance No. 2022-3 (as may be amended from time to time), per the direction of the Licensor if there is a request for additional collocators on Licensee's pole.

3. Liability Insurance, Hold Harmless, and Indemnification Provisions.

Licensee agrees to indemnify, defend, release and hold harmless Licensor and NJIIF and their respective employees, officials, commissioners, agents, and volunteers from and against any and all liabilities, losses, damages or claims arising out the acts or omissions of Licensee, their agents, employees, shareholders, affiliates, partners, subsidiaries, contractors, arising out of or in any way associated with Licensee's access to, activities upon, in or under or use of the Property, including but not limited to any claims of bodily injury or physical damage to the

Property or any person.

4. Insurance.

Prior to its first entry on the Property and no later than January 1 of each year following execution of this Agreement while said Agreement is in effect, Licensee shall provide Licensor and the NJ Intergovernmental Insurance Fund, with address c/o Eric J. Nemeth, PC, 55 Madison Ave, Suite 400, Morristown NJ 07960 ("NJIIF"), with certificates of insurance ("COI's") naming the City of Asbury Park and NJIIF as "additional insureds" and establishing to the satisfaction of the NJIIF that Licensee is maintaining the following insurance policies and minimum coverage limits with carriers licensed to conduct business in the State of New Jersey: not less than \$2MM per claim/\$5MM aggregate for General Liability and Auto Liability and Completed Operations. Said COIs shall also evidence that statutory Workers Compensation coverage is in place.

5. Reporting.

SQF will notify the City prior to undertaking the removal and replacement of the poles, and provide the date(s) and time(s) that the activity will take place.

6. Contact Information.

SQF, LLC
 Attention: Joshua Broder
 16 Middle St., 4th Floor Portland, ME 04101
 Phone: (207) 358-7402
 Fax: (207) 772-3427
 Email: jbroder@tilsontech.com

City of Asbury Park
 Attention: City Manager
 One Municipal Plaza Asbury Park, NJ 07712
 Phone: (732) 775-2100
 Email: Donna.Vieiro@cityofasburypark.com

7. Choice of Law and Venue.

This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey. The Parties agree that any litigation regarding this Agreement or any claim arising from Licensee's access to, work on or about or use of the Property will be venued in a court of appropriate jurisdiction in the State of New Jersey.

8. Entire Agreement; Agreement May Be Executed in Counterparts.

This MOU embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter hereof. This MOU may be executed in counterparts, each of

which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes.

9. Binding Effect.

The obligations and duties set forth in this MOU shall be binding upon the parties and their successors and permitted assigns, and the rights of this MOU shall inure to the benefit of permitted successors and assigns. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this MOU.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU as of the _____ day of _____, 2022.

By: _____
 Joshua Broder
 SQF, LLC
 Date: _____

By: _____
 Donna Vieiro
 City Manager, Asbury Park
 Date: _____

EXHIBIT

A

Attachment: 2022-03-01 SQF Asbury Park_Third MOU_Draft (2022-193 : Resolution Authorizing the City of Asbury Park to Enter Into)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-195

Discharge of mortgage executed to Helena McCurdy in the amount of \$33,566 for repairs to 1208 Fourth Avenue, Asbury Park, NJ.



RESOLUTION NO. 2022-195

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

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR HELENA MCCURDY FOR PROPERTY LOCATED AT 1208 FOURTH AVENUE, ASBURY PARK

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Helena McCurdy in the total amount of \$33,566, for repairs to 1208 Fourth Avenue, Asbury Park, Block 19 Lot 6, which was recorded at the Office of Monmouth County Clerk, Book OR-8903, Page 2566; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$33,566 on August 15, 2011 for a period of ten years; and

WHEREAS, Helena McCurdy has vacated or transferred the title of said property and has reimbursed the City \$33,566; and

WHEREAS, Helena McCurdy has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 1208 Fourth Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 1208 Fourth Avenue, Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-195 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



CITY OF ASBURY PARK

REGIONAL CONTRIBUTION AGREEMENT REHABILITATION PROGRAM

MORTGAGE

This Mortgage is made and dated MARCH 29, 2011
 between HELENA MCCURDY
 308 W. SYLVANIA AVENUE APTE. 12A
 NEPTUNE CITY, NJ 07753

(from now on called the "Borrower")

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

(from now on called the "Lender")

The words Borrower and Lender include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lender and (b) anyone else who takes this Mortgage by transfer or assignment.

NOTE: The Borrower is borrowing the sum of (\$ 33,566) (the Principal) from the Lender. In return for this loan, the Borrower has signed a Note dated MARCH 29, 2011 (the Note).

MORTGAGE AS SECURITY: The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, grants and conveys to the Lender all of the land, buildings, and other improvements (now or in the future erected) owned by the Borrower and located at Blk/Lot 19/6 1208 FOURTH AVENUE, in the CITY of ASBURY PARK County of MONMOUTH and State of New Jersey (the property), the legal description of which is:

SEE ATTACHED

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

R/R
 .04

M CLARE FRENCH, CTY CLK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER

2011073388

RECORDED ON

AUG 15, 2011

9:29:30 AM

BOOK: OR-8903

PAGE: 2566

Total Pages: 8

COUNTY RECORDING FEES \$8.00

TOTAL PAID \$8.00

(MORTGAGE CONT'D)

SUBORDINATE MORTGAGE; This property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by _____ and dated _____. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.

MORTGAGE VOID ON FULL PAYMENT: When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lenders rights under the Note and secured by this Mortgage shall end.

~~The Borrower agrees to these terms:~~

1. The Borrower shall comply with all of the terms of the Note and this Mortgage.
2. The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
3. The Borrower is to occupy the premises for the term of the mortgage.
4. The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and other charges against the Property when due.
5. The Borrower shall pay or satisfy the principal under the terms of the Note.
6. The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender.
7. The Borrower shall keep the Property in good repair and shall not damage, destroy or abandon the Property.
8. This Mortgage is a lien of the Lender against the Property for the payment of the Note. Except for the First Mortgage, the Borrower shall not allow any superior lien against the Property.
9. The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.

WS-70737
 MID-STATE ABSTRACT COMPANY
 207 HOOPER AVE.
 P.O. BOX 413
 TOMS RIVER, N.J. 08754

Prepared by:

AMERICO J. DeNOIA, JR., ESQ.

COUNTY OF MONMOUTH	
CONSIDERATION	100 000 00
RFY	350 add'l RTF
DATE	11/2/91 BY JSD

BARGAIN AND SALE DEED WITH COVENANTS AGAINST THE GRANTOR'S ACTS

This Deed is made on December 26, 1991

BETWEEN

ARVIN G. FOSTER and GERTRUDE D. FOSTER, Husband and Wife
 whose address is 27 Old Mill Road, Tinton Falls, New Jersey

referred to as the Grantor,

AND

HELENA McCURDY

whose post office address is about to be 1208 Fourth Avenue, Asbury Park, New Jersey

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED THOUSAND and no/100. (\$100,000.00)-----DOLLARS.

The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1)
 Municipality of Asbury Park

Block No. 19

Lot No. 6

No property tax identification number is available on the date of this Deed.

PROPERTY. The property consists of the land and all the buildings and structures on the land in the City of Asbury Park, County of Monmouth, and the State of New Jersey. The legal description is:

BEGINNING at a point in the southerly line of Fourth Avenue, a 100 foot wide right-of-way, said point being distant 200.00 feet measured in a westerly direction along the said southerly line of Fourth Avenue from its point of intersection with the westerly line of Pine Street, a 50.00 foot wide right-of-way; thence

1. South 07 degrees 30 minutes West, 140.00 feet to a point; thence
2. North 82 degrees 30 minutes West, 50.0 feet to a point; thence
3. North 07 degrees 30 minutes East, 140.00 feet to a point in the southerly line of Fourth Avenue, aforementioned; thence
4. Along the same, South 82 degrees 30 minutes East, 50.0 feet to the point and place of BEGINNING.

This description is based on a survey by Eugene Amron, N.J.P.E. & L.S., dated August 17, 1985.

Also known as Lot 6 in Block 19 on the tax map of the City of Asbury Park.

DB5114-0333

Attachment: Helen McCurdy RCA 4-2022 (2022-195 : Dishcharge of Mortgage for Helena McCarthy 1208 Fourth Avenue)

CITY OF ASBURY PARK

COUNTY OF MONMOUTH

REGIONAL CONTRIBUTION AGREEMENT REHABILITATION PROGRAM

MORTGAGE NOTE

This Mortgage Note is made on MARCH 29, 20 11
 Between the Borrower (s) HELENA MCCURDY
 whose address is 308 W. SYLVANIA AVENUE APT 12A
NEPTUNE, CITY NJ 07753
 And the Lender CITY OF ASBURY PARK
 whose address is 1 MUNICIPAL PLAZA, ASBURY PARK NJ 07712

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

PROMISE TO PAY: In return for a loan that I received, I promise to pay (\$ 33,566) (the Principal) with no interest in its entirety upon vacating or the transfer of title of this property prior to the end of the 10 year after completion of the rehabilitation as evidenced by certification from the Housing Inspector of the City of Asbury Park.

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

MORTGAGE TO SECURE PAYMENT: The Lender has been given a Mortgage dated MARCH 29, 20 11, to protect the Lender if the promises made in this Note are not kept. I agree to keep all promises made in the Mortgage covering property (the Property) I own located at Block/Lot 19/6 1208 FOURTH AVENUE in the City of ASBURY PARK in the County of MONMOUTH and the State of New Jersey. All terms of the Mortgage are made part of this Note.

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

Attachment: Helen McCurdy RCA 4-2022 (2022-195 : Dishcharge of Mortgage for Helena McCarthy 1208 Fourth Avenue)

(MORTGAGE NOTE CONT'D)

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

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

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

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

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

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

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

Attachment: Helen McCurdy RCA 4-2022 (2022-195 : Dishcharge of Mortgage for Helena McCarthy 1208 Fourth Avenue)

(MORTGAGE NOTE COND)

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

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

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

Witnessed or Attested by:

Carrie J. Pratt

Helena McCurdy (Seal)
HELENA MCCURDY

(Seal)

Attachment: Helen McCurdy RCA 4-2022 (2022-195 : Dishcharge of Mortgage for Helena McCarthy 1208 Fourth Avenue)

(MORTGAGE CONT'D)

10. This Mortgage is binding on the Borrower, his or her heirs and personal representatives.
11. All notices under this Mortgage must be in writing by personal delivery, or certified mail, return receipt requested.
12. On payment or forgiveness of the principal under the terms of the Note, the Lender shall execute a cancellation of this Mortgage.
13. The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

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

Witnessed or attested by:

Helena McCurdy (Seal)
 HELENA MCCURDY (Seal)
 _____ (Seal)
 _____ (Seal)

Cynthia A. Jernett
 CYNTHIA A. JERNETT
 COUNTY CLERK OF MONMOUTH COUNTY
 My Commission Expires September 8, 2015

(MORTGAGE CONT'D)

State of New Jersey)

County MONMOUTH) ss.:

BE IT REMEMBERED, that on this 29th day of MARCH, 20 11,
 before me, the subscriber, an attorney-at-law of the State of New Jersey personally
 appeared HELENA MCCURDY and

who I am satisfied (is) (are) the Mortgagor(s) mentioned in the within instrument and
 thereupon signed this document. This person(s) acknowledged signing, sealing and
 delivering this document as (their) (his) (her) own voluntary act and deed for the uses and
 purposes therein expressed.

Carrie A. Jencot
 CARIE A. JENCOT
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 08/08/2015

TO THE REGISTER OR CLERK,

County:

This mortgage is fully paid and satisfied.

I authorize you to cancel it off Record.

Lender:

Record and return to:

I certify that the Lender's signature is genuine.

FEB 08 2013

SUBORDINATION OF MORTGAGEMade this 1 day of January, 2013

BETWEEN the CITY OF ASBURY PARK, having an office at One Municipal Plaza in Asbury Park, New Jersey 07712, herein designated as the Subordinator;

AND

SUN WEST MORTGAGE COMPANY, INC., having an office at 18303 Gridley Road in Cerritos, California 90703, herein designated as the Subordinatee;

WHEREAS, the Subordinator is the holder of a mortgage/lien originally in the amount of \$33,566.00, and the bond, note or other obligation secured therein, dated March 29, 2011, made by HELENA McCURDY, upon the lands and premises therein described, lying and being in County of Monmouth and State of New Jersey, which mortgage/lien was recorded on August 15, 2011 in the Office of the Clerk/Register of the County of Monmouth, in Original Record 8903 at Page 2566.

WHEREAS, the Subordinatee requests to have a First Lien Priority Mortgage in the amount of \$136,076.00 on land and premises owned by HELENA McCURDY, and known as 1208 Fourth Avenue in Asbury Park, New Jersey 07712, a/k/a Lot 6 in Block 2204 in the City of Asbury Park, New Jersey, which First Lien Mortgage, the owner desires to grant to Subordinatee.

WHEREAS, the Subordinatee will receive, accept and record a First Lien mortgage and require that the aforementioned mortgage held by the Subordinator shall be subordinated and postponed to the First Lien Mortgage to be granted by Subordinatee.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration the receipt of which is hereby acknowledged, the Subordinator hereby accepts and agrees that the mortgage of the Subordinator shall be subject, subordinate and inferior to the First Lien Mortgage about to be granted to the Subordinatee in the amount of \$136,076.00, and to all renewals and extensions, notwithstanding the prior execution and recording of the mortgage of the Subordinator.

SWMC #112215010200

M CLARE FRENCH, CITY CL
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER

2013016006

RECORDED ON

Feb 08, 2013

2:21:58 PM

BOOK:OR-8996

PAGE:2832

Total Pages: 2

COUNTY RECORDING FEES \$50.00

TOTAL PAID \$50.00

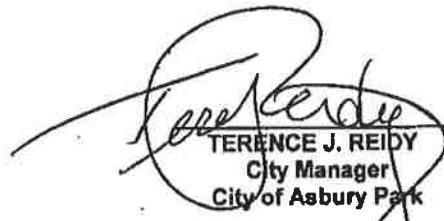
References herein to any parties, persons, entities or corporations, the use of any particular gender of the plural or singular number is intended to include the appropriate gender or numbers of the text that the within instrument may require.

Whenever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or cause these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed, the day and year first above written.

Witnessed or Attested by:


STEPHEN M. KAY

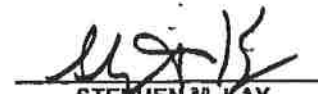

TERENCE J. REIDY
City Manager
City of Asbury Park

STATE OF NEW JERSEY, COUNTY OF MONMOUTH, SS.:

I CERTIFY that on January 1, 2013, **TERENCE J. REIDY**, personally came before me and acknowledged under oath, to my satisfaction, that:

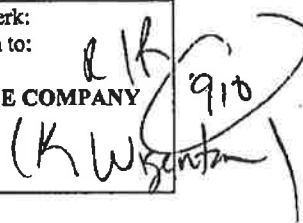
- (a) this person is the **Clerk for the City of ASBURY PARK**, the entity named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper officer who is the **City Manager for the City of ASBURY PARK**;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution of its **Mayor and Council**;
- (d) this person knows the proper seal of the entity which was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts.

Sworn to and Subscribed Before Me
this 1st day of January, 2013


STEPHEN M. KAY
Clerk, City of Asbury Park

To Monmouth County Clerk:
Kindly Record and Return to:

SUN WEST MORTGAGE COMPANY
18303 Gridley Road
Cerritos, CA 90703


910
(K Wigenton)

SWMC #112215010200

Attachment: Helen McCurdy RCA 4-2022 (2022-195 : Dishcharge of Mortgage for Helena McCarthy 1208 Fourth Avenue)



FEB 0 8 2013

After Recording Return To:
SUN WEST MORTGAGE COMPANY, INC.
18303 GRIDLEY ROAD
CERRITOS, CALIFORNIA 90703
Loan Number: 112215010200

R/R
(910)
(K Wigenton)

TOTAL PAID \$130.00
UNTY RECORDING \$130.00
Total Pages: 11
PAGE: 2839
BOOK: 08-8996
2:21:59 PM
EB 08, 2013
RECORDED ON
2013016007
INSTRUMENT NUMBER

This Instrument Prepared By:
HANH NGUYEN

[Space Above This Line For Recording Data]

CLARE FRENCH, CLK
MONMOUTH COUNTY, NJ

MORTGAGE

FHA CASE NO.

3527736717702

MIN: 100107311221501027

MERS Phone: 888-679-6377

THIS MORTGAGE ("Security Instrument") is given on JANUARY 25, 2013
The mortgagor is HELENA MCCURDY

("Borrower").

This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") as mortgagee. MERS is the nominee for Lender, as hereinafter defined, and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has a mailing address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. SUN WEST MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION

("Lender")

is organized and existing under the laws of CALIFORNIA and has a principal office and mailing address of 18303 GRIDLEY ROAD, CERRITOS, CALIFORNIA 90703

Borrower owes Lender the principal sum of ONE HUNDRED THIRTY-SIX THOUSAND SEVENTY-SIX AND 00/100 Dollars (U.S. \$ 136,076.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2043. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. This Security Instrument and the Note secured hereby are subject to modification (including changes in the interest rate, the due date, and other terms and conditions), as defined in New Jersey Laws 1985, ch. 353, § 1 et seq., and upon such modification, shall have the benefit of the lien priority provisions of that law. The maximum principal amount secured by this Security Instrument is \$ 136,076.00. For these purposes, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in MONMOUTH County, New Jersey:

121883

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND BY THIS REFERENCE MADE A PART HEREOF.
A.P.N.: BLOCK 2204 LOT 6

which has the address of

1208 FOURTH AVENUE
[Street]
ASBURY PARK, New Jersey 07712-4910 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

TITLE INSURANCE COMMITMENT
Issued by **Trident Abstract Title Agency, LLC**
AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: TA-121883

**SCHEDULE C
LEGAL DESCRIPTION**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Asbury Park, in the County of Monmouth, State of New Jersey:

BEGINNING at a point in the Southerly line of Fourth Avenue, a 100.00 foot wide Right of Way, said point being distant 200.00 feet measured in a Westerly direction along the said Southerly line of Fourth Avenue and from its point of intersection with the Westerly line of Pine Street, a 50.00 foot wide Right of Way; thence

1. South 07 degrees 30 minutes West, 140.00 feet to a point; thence
2. North 82 degrees 30 minutes West, 50.00 feet to a point; thence
3. North 07 degrees 30 minutes East, 140.00 feet to a point in the Southerly line of Fourth Avenue, aforementioned; thence
4. Along same, South 82 degrees 30 minutes East, 50.00 feet to the point and place of BEGINNING.

Note for Information Only:

Also known as Lot(s) 6, Block 2204 in the City of Asbury Park, in the County of Monmouth, also known as 1208 Fourth Avenue.

New Jersey Land Title
Insurance Rating Bureau
ALTA Plain Language Commitment 2006
New Jersey Variation

NJR 3-08
Last Revised 5/15/2009

Attachment: Helen McCurdy RCA 4-2022 (2022-195 : Dishcharge of Mortgage for Helena McCarthy 1208 Fourth Avenue)

MIN: 100107311221501027

Loan Number: 112215010200

REHABILITATION LOAN RIDER

FHA Case No. 3527736717702

THIS REHABILITATION LOAN RIDER is made this 25th day of JANUARY 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to SUN WEST MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

1208 FOURTH AVENUE, ASBURY PARK, NEW JERSEY 07712-4910
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Loan proceeds are to be advanced for the premises in accordance with the Rehabilitation Loan Agreement dated JANUARY 25, 2013, between Borrower and Lender. This agreement is incorporated by reference and made a part of this Security Instrument. No advances shall be made unless approved by the Secretary of Housing and Urban Development or a Direct Endorsement Underwriter.
- B. If the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All sums expended for such protection, exclusive of the advances of the principal indebtedness, shall be added to the principal indebtedness, and secured by the Security Instrument and be due and payable on demand with interest as set out in the Note.
- C. If Borrower fails to perform any obligation under the loan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of Lender, be in default.
- D. The Property covered by this Security Instrument shall include all of Borrower's interest in funds held by Lender in escrow under the Rehabilitation Loan Agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Rehabilitation Loan Rider.

Helena McCurdy (Seal)
HELENA MCCURDY Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

[ADD ANY NECESSARY ACKNOWLEDGMENT PROVISIONS]

21. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

- ☐ Condominium Rider
- ☐ Graduated Payment Rider
- ☐ Growing Equity Rider
- ☐ Planned Unit Development Rider
- ☐ Adjustable Rate Rider
- ☒ Rehabilitation Loan Rider
- ☐ Non-Owner Occupancy Rider
- ☐ Other [Specify]

Provisions pertaining to releases are contained in the Rehabilitation Rider which is attached to this mortgage, and made a part hereof.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Helena McCurdy (Seal)
HELENA MCCURDY -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Kevin P. Wigenton
KEVIN P. WIGENTON
Attorney at Law of NJ

Witness:

[Space Below This Line For Acknowledgment]

State of NEW JERSEY,

County of MONMOUTH, ss

I CERTIFY that on January 25, 2013, HELENA MCCURDY

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.

[Signature]
Notary's Signature

1-25-13
Date

KEVIN P. WIGENTON
Attorney at Law of N.J.

Notary's printed or typed name

My commission expires: _____



**Asbury Park, New Jersey
ORDINANCE NO. 2022-4**

2022 CAP RATE ORDINANCE

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 2.5% 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 2022 budget 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 1.0% increase in the budget for said year, amount to \$437,594.17. 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 2022 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 \$1,531,579.60. And the CY 2022 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, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2022-4 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2022-2**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER VII OF THE CODE OF THE CITY OF ASBURY PARK
REGARDING THE UNOFFICIAL RESERVATION OF PARKING**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning the Temporary Reservation of Parking within the City, as set forth in Ordinance No. 2017-14 (adopted on April 12, 2017); 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, the parking conditions have been evaluated by the Transportation Manager on a continuous basis; and

WHEREAS, 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; 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 as follows:

§ 7-42.2 Temporary Reservation of Parking Spaces.

[Ord. No. 2017-14]

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.

d. Unofficial Reserving of Parking Spaces

1. It shall be unlawful for any person to reserve or attempt to reserve a parking space, or prevent any vehicle from parking on a public street through his/her presence in the roadway, the use of hand-signals, or by placing any barrel, box, can, cone, crate, handcart, dolly or any other device, including unauthorized pavement, curb or street markings or signs in the roadway.
2. Any person who violates this provision, upon conviction, shall be liable to the following penalty of \$55.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2022-2 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2022-3**

AN ORDINANCE AMENDING AND SUPPLEMENTING THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY,” IN ORDER TO ESTABLISH A NEW CHAPTER 17 THEREOF, ENTITLED “COMMUNICATION FACILITIES RIGHT-OF-WAY PERMITS” TO PROVIDE FOR THE REGULATION OF SMALL CELL WIRELESS FACILITIES WITHIN THE MUNICIPAL RIGHTS-OF-WAY.

WHEREAS, the City of Asbury Park (the “City”) is aware that certain technological developments have made access to its Municipal Rights-of-Way desirable by certain telecommunications companies for the placement of small cell wireless facilities, including but not limited to, the installation of antennas, small cells and other communication devices and associated equipment (collectively the "Small Cells"); and

WHEREAS, the City has determined that its Municipal Rights-of-Way, such as they are or may be, themselves constitute a valuable resource, finite in nature, and which exists as a common right of the public to pass and repass freely over and across said lands without unreasonable obstruction or interference, and which therefore must be managed carefully; and

WHEREAS, the Federal Telecommunications Act preserves local governments' ability to manage the public Rights-of-Way on a competitively neutral and non-discriminatory basis 47 U.S.C. 332 (c)(7)(A); and

WHEREAS, New Jersey municipalities must give consent before a Small Cell, i.e., a small antenna, can be placed on existing poles pursuant to N.J.S.A. 48:3-19 and for the erection of new poles within the public Rights-of-Way pursuant to N.J.S.A. 48:17-10; and

WHEREAS, the Federal Communications Commission (FCC) has recently adopted an order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment" WT Docket No. 17-79; WC Docket 17-84, which places a shot clock on municipal approval for the placement of Small Cells on Existing Poles and the placement of New Poles in the Municipal Right-of-Way; and

WHEREAS, the erection of New Poles and Ground level Cabinets in the Municipal Right-of-Way raise significant aesthetic and safety concerns; and

WHEREAS, the FCC, in its recent order, provides that municipalities can impose aesthetic requirements on Small Cells where said requirement are: 1) reasonable; 2) no more burdensome than those applied to other types of infrastructure deployment; and 3) published in advance; and

WHEREAS, the City has determined that it is necessary to set forth clear standards in relation to the siting of Poles, Cabinets and Antennas for the benefit of its citizens and any utilities which use or will seek to make use of said Municipal Rights-of-Way.

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

Section 1. That the Code of the City of Asbury Park is hereby amended and supplemented in order to establish a new Chapter thereof, to be known as Chapter 17, “Communication Facilities Right-of-Way Permits” (hereinafter referenced as "this Ordinance" or "this Chapter" or "Small Cell Ordinance”) as follows:

Chapter 17. Communication Facilities Right-of-Way Permits

§ 17-1. DEFINITIONS.

- a. As used in this Chapter:

ADMINISTRATIVE REVIEW

shall mean ministerial review of an Application by the City to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Chapter.

ANTENNA

shall mean communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

APPLICABLE CODES

shall mean uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.

APPLICANT

shall mean any Person or Entity who submits an Application under this Chapter, such as a Provider described herein.

APPLICATION

shall mean a written request, on a form provided by the City of Asbury Park.

AUTHORITY

shall mean the City Council of the City of Asbury Park. The term “Authority” and “City” are interchangeable.

CITY

shall mean the City of Asbury Park, in the County of Monmouth, New Jersey.

COLLOCATE

shall mean to install or mount a Small Wireless Facility in the Public Right-Of-Way on an existing Support Structure, on an existing Pole, on a new pole, or Smart Pole.

COLLOCATION

shall have a corresponding meaning.

COMMUNICATIONS FACILITY

shall mean, collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including; (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole or Support Structure to which the equipment is attached.

COMMUNICATIONS SERVICE

shall mean cable service, as defined in 47 U.S.C. § 522(6); information service, as defined in 47 U.S.C. § 153(24); or telecommunications service, as defined in 47 U.S.C. § 153(53).

CONSULTANT

shall mean the Person appointed by the City to serve as the consultant for the City for all matters concerning this Chapter, and who may be contracted for professional services.

FCC

shall mean the Federal Communications Commission of the United States.

LAWS

shall mean, collectively, any and all Federal, State or Local law, statute, common law, code, rule, regulation, order, or ordinance.

ORDINARY MAINTENANCE AND REPAIR

shall mean inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a communications Facility and/or the associated Support Structure or Pole, that does not require blocking, damaging or disturbing any portion of the Public ROW.

PERMIT, "R.O.W. PERMIT" OR "SMALL CELL PERMIT"

shall mean a written authorization to install, at a specified location(s) in the Public ROW, a Communications Facility or a Pole to support a Communications Facility.

PERMITTEE

shall mean an Applicant that has received a Permit under this Chapter.

PERSON

shall mean an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a governmental entity.

POLE

shall mean a legally constructed pole, such as a utility, lighting or similar pole made of wood, metal or other material as determined by the City, located or to be located within the Public Right-of-Way. A Pole does not include a Support Structure.

PROVIDER

shall mean a Communications Service Provider or a Wireless Services Provider, and includes any Person that owns and/or operates within the Public ROW any Communications Facilities, Wireless Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities.

PUBLIC RIGHT OF WAY OR PUBLIC ROW

shall mean the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, or similar purpose. The term does not include a federal interstate highway, state highway, county right of way or other areas that are not within the legal jurisdiction, ownership or control of the Authority.

SMALL WIRELESS FACILITY

as defined in the Code of Federal Regulations at 47 C.F.R. §1.6002(1), as supplemented and/or as amended. **SMALL WIRELESS FACILITY** shall mean a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty-five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

SMART POLE

shall mean a decorative utility pole that conceals three or more Small Wireless Facility installation(s) and may include other features such as street lighting, 911 call service access, public access Wi-Fi and surveillance cameras. A Smart Pole must allow for at least three (3) occupants and allow space for City use for other services and/or equipment. Smart Poles shall neither have external latches, external hinges, external cabling, or other attachments. The pole must be made of an inherently rust-resistant material (i.e. aluminum alloys or stainless steel).

STATE

shall mean the State of New Jersey.

SUPPORT STRUCTURE

shall mean a structure in the Public ROW other than a Pole which is capable of supporting a Wireless Facility.

SURROUNDING STREETScape

shall mean the visual elements of a street, including the road, adjoining buildings, street furniture, trees and open spaces, etc., that combine to form the street's character.

WIRELESS FACILITY

shall mean the equipment at a fixed location or locations in the Public ROW that enables Wireless Services. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one type of a Wireless Facility. Throughout this Ordinance, the terms "Communications Facility", "Wireless Facility" and "Small Wireless Facility" may be used interchangeably and shall be taken to refer to the same thing unless the context clearly indicates otherwise.

WIRELESS SERVICES

shall mean any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

- b. All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and made a part hereof.
- c. All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*, are incorporated herein and made a part hereof.
- d. All of the definitions of words, terms and phrases that are set forth in the Code of Federal Regulations at 47 C.F.R. §1.6002, as amended, are incorporated herein and made a part hereof.
- e. In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined herein then that term, word or phrase shall have its common, ordinary meaning.

§ 17-2. ACCESS TO PUBLIC RIGHT OF WAY.

Prior to installing in the Public R.O.W. any Communications Facility, or any Pole built for the sole or primary purpose of supporting a Communications Facility, a Person shall enter into a Right of Way Use Agreement (also referenced as "R.O.W. Use Agreement" or "Agreement") with the City of Asbury Park expressly authorizing use of the Public Right of Way for the

Communications Facility or Pole proposed to be installed. The following provisions shall be applicable to all Right of Way Use Agreements:

- a. The term of the R.O.W. Use Agreement shall be a minimum of 15 years and shall not exceed 30 years.
- b. The R.O.W. Use Agreement authorizes the Provider's non-exclusive use of the Public R.O.W. for the sole purpose of installing, maintaining and operating Communications Facilities, including any Pole built for the sole or primary purpose of supporting the Communications Facilities and to provide the services expressly authorized in the Agreement subject to Applicable Codes and applicable laws, this Chapter and the terms and conditions of the agreement. The Agreement authorizes use only of the public R.O.W. in which the City has an actual interest. It is not a warranty of title or interest in any Public R.O.W. and it does not confer on the Provider any interest in any particular location within the Public R.O.W. No other right or authority is granted except as expressly set forth in the R.O.W. Use Agreement. Nothing herein shall authorize the use of the City's Poles or Support Structures, in the Public R.O.W, without express approval from the City. All use of the City's Poles or Support Structures in the Public R.O.W. shall require a separate agreement and the payment of separate fees for such use.
- c. The Provider shall, at its sole cost and expense, keep and maintain its Communications Facilities, Poles, and Support Structures in the Public R.O.W. in a safe condition, and in good order and repair.
- d. The Provider shall provide insurance to, and indemnification of, the City as described in the R.O.W. Use Agreement, a copy of which is on file with the City Clerk's Office.
- e. The form of the R.O.W. Use Agreement shall be approved by Resolution of the City Council and may, from time to time, be revised, supplemented or otherwise amended or replaced. All such revisions, supplements, amendments or replacements shall likewise be approved by Resolution of the City Council. The City Clerk shall maintain on file the currently approved R.O.W. Use Agreement and shall provide a copy to all R.O.W. permit applicants pursuant to this Chapter.

§ 17-3. R.O.W. PERMIT.

- a. No Person may construct, install, modify, expand, alter or maintain or perform any other work in the Public R.O.W. related to Communications Facilities or Poles built for the sole or primary purpose of supporting Communications Facilities without first receiving a Permit to the extent required under this Chapter, and any subsequent permits or authorizations required by applicable Laws or the Authority.
- b. The Authority shall not issue a Permit unless the Applicant, or a Provider on whose behalf the Applicant is constructing Communications Facilities or Poles, has applied for and received the R.O.W. Use Agreement required by this Chapter, or otherwise has a current and valid franchise with the City expressly authorizing use of the Public R.O.W.

for the Communications Facilities, Poles or towers proposed in the Application, and all applicable fees have been paid.

- c. The Provider shall not locate or maintain its Communications Facilities, Wireless Facilities, Support Structure or Poles so as to unreasonably interfere with the use of the Public R.O.W. by the City, by the general public or by other persons authorized to use or be present in or upon the Public R.O.W.
- d. No application for a Small Wireless Facility siting permit shall be approved if the Application proposes the deployment of a Small Wireless Facility in an area other than those specific locations set forth within the City's Wireless Siting Plan.

§ 17-4. PERMIT APPLICATIONS.

- a. **Permit Required.** Pursuant to Section 17-3 of this Chapter, unless expressly authorized in this Chapter or in writing by the Authority, no Person may construct, install, modify, expand, alter or maintain in the Public R.O.W. any Communications Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities, including the installation or Collocation of Communications Facilities on existing Poles, Support Structures or other structures within the Public R.O.W. without first receiving a Permit. Notwithstanding the foregoing, in the event of an emergency, a Provider or its duly authorized representative may work in the Public R.O.W. prior to obtaining a Permit, provided that the Provider shall attempt to contact the City Engineer prior to commencing the work and shall apply for a Permit as soon as reasonably possible, but not later than 24 hours, after commencing the emergency work. For purposes of this subsection, an "Emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or property.
- b. **Permit Application Requirements.** The Application shall be made by the Provider or its duly authorized representative and shall contain the following:
 - 1. The Applicant's name, address, telephone number, and email address, including emergency contact information for the Applicant.
 - 2. The names, addresses, telephone numbers and email addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
 - 3. A description of the proposed work and the purposes and intent of the proposed Communications Facility, Pole, Support Structure or Wireless Facility (as applicable) sufficient to demonstrate compliance with the provisions of this Chapter.
 - 4. If applicable, a copy of the authorization for use of the property from the Pole or Support Structure owner on or in which the Communications Facility will be placed or attached.

5. Detailed construction drawings regarding the proposed Communications Facility, Pole, Support Structure or Wireless Facility (as applicable). Construction drawings shall include, at minimum, a clear delineation of the right-of-way, distance of the proposed Communications Facility, Pole or Support Structure from certain existing right-of-way features such as curb ramps for handicap accessibility pursuant to the Americans With Disabilities Act, sidewalk width and other details standard for these types of telecommunications installations in the public right-of-way.
6. Prior to installation of Communications Facility, including but not limited to Collocation on a Pole or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole or Support Structure will structurally support the Communications Facility in accordance with Applicable Codes.
7. For any new aboveground facilities, accurate visual depictions or representations.
8. The following additional permits, approvals and authorization, as each is reasonably applicable to the proposed Application:
 - (a) Street opening permit, per City procedure; and
 - (b) Construction permit, per City procedure. This requirement may be waived if the appropriate code official determines that it is unnecessary per the proposed construction and installation of facilities.
- c. The Applicant shall certify that they shall market the availability of approved facilities to all major wireless carriers in the marketplace. The Applicant shall further certify that they will encourage, manage and coordinate the location and placement of any interested carrier's equipment on the structure.
- d. The application and permitting processes set forth herein may be revised, supplemented or otherwise amended or replaced by resolution of Board of Commissioners.
- e. Proprietary or Confidential Information in Application. Applications are public records that may be made publicly available pursuant to the New Jersey Open Public Records Act. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each portion of such materials accordingly, and the City shall treat the information as propriety and confidential, subject to the New Jersey Open Public Records Act and the City's determination that the Applicant's request for confidential or proprietary treatment of Application materials is reasonable. The City shall not be required to incur any costs to protect the Application materials from disclosure, other than the City's routine procedures for complying with the New Jersey Open Public Records Act.

- f. Ordinary Maintenance and Repair. A Permit shall not be required for Ordinary Maintenance and Repair. The Provider or other Person performing the Ordinary Maintenance and Repair shall obtain any other permits required by applicable laws and shall notify the City in writing at least 48 hours before performing the Ordinary Maintenance and Repair. Notwithstanding the foregoing, the Authority reserves the right to inspect Applicant's Small Wireless Facilities at any time in order to determine if the existing configuration matches the configuration contained in the most recently issued Permit, and the applicable Right-of-Way Use Agreement. Applicant shall bear costs for said inspections. If it is determined that an existing Small Wireless Facility is found to be larger than the dimensions specified in the most recently issued applicable Permit, then Applicant shall be in violation of this Chapter. Applicant shall receive notice from the City and, upon receipt of such notice, be required to restore the site within ten (10) days to the configuration of the most recently approved Permit or retroactively apply for Administrative Approval for the unapproved modifications.
- g. Material Changes. Unless otherwise agreed to in writing by the Authority, any material changes to an Application, as determined by the Authority in its sole discretion, shall be considered a new application for purposes of the time limits set forth in Chapter, unless otherwise provided by application Laws.
- h. Application Fees. Unless otherwise provided the applicable Laws, all Applications pursuant to this Chapter shall be accompanied by the required Fees, without which the Application shall be deemed incomplete.
- i. Effect of Permit. A Permit from the Authority authorizes an Applicant to undertake only the activities in the Public R.O.W. specified in the Application and Permit, and in accordance with this Chapter and any general conditions included in the Permit. A Permit does not authorize attachment to or use of existing Poles, Towers, Support Structures or other structures in the Public R.O.W.; a Permittee or Provider must obtain all necessary approvals from the owner of any Pole, Tower, Support Structure or other structure prior to any attachment or use. A Permit does not create a property right or grant authority to the Applicant to interfere with other existing uses of the Public R.O.W.
- j. Duration. Any Permit for construction issued under this Chapter shall be valid for a period of 365 days after issuance, provided that the period may be extended for up to an additional 180 days upon written request for the Applicant (made prior to the end of the initial 365 day period) if the failure to complete construction is as a result of circumstances beyond the reasonable control of the Applicant.
- k. Batch Permit. An Applicant may simultaneously submit no more than twenty-five (25) Applications for Communications Facilities, or may file a single, consolidated Application covering such Communications Facilities, provided that the proposed Communications Facilities are to be deployed on the same type of structure using similar equipment and within an adjacent, related geographic area of the City. If the Applicant

files a consolidated application, the Applicant shall pay the application fee calculated as though each Communications Facility were a separate Application.

§ 17-5. APPLICATION REVIEW.

- a. Pre-Application Meeting. Prior to making a formal application with the City for use of the Municipal Right-of-Way, all applicants are required to meet with the City Manager, City Engineer and/or Consultant to review the scope of the Applicant's proposal.
- b. All applications made under this Chapter shall be processed as consistent with the “shot clocks” set forth in the Federal Communications Commission Order titled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.
- c. The City Manager and/or his/her designees, which may include the municipal attorney, Municipal Engineer and/or Consultant shall review all applications for the placement of new Poles within the Municipal R.O.W. and the placement of Pole Mounted Antennas and Pole Mounted Cabinets within the Municipal R.O.W. and advise the Authority whether the application is complete and whether it meets the requirements of this Chapter.
- d. Except as otherwise provided by applicable Laws, the Authority shall within thirty (30) days of receiving an Application, notify the Applicant if the Application is incomplete and identify the missing information. The Applicant may resubmit the completed Application within ten (10) days without additional charge, in which case the Authority shall have thirty (30) days from receipt of the resubmitted Application to verify the application is complete, notify the Applicant that the Application remains incomplete or, in the City's sole discretion, deny the Application.
- e. The Authority shall review the Application and, if the Application conforms with applicable provisions of Chapter, the Authority shall issue the Permit, subject to the standard permit requirements published by the City.
- f. The Authority shall make its final decision to approve or deny the Application within sixty (60) days for a collocation of a small wireless facility to an existing structure, and ninety (90) days to deploy a small wireless facility on a new structure, after the Application is complete (or deemed complete in the event the City does not notify the Applicant that the Application or resubmitted Application is incomplete). Review of an Application to deploy a facility other than a small wireless facility using a new structure shall be decided within 150 days.
- g. Waiver. The Authority may waive any siting standard set forth in Chapter where the Applicant demonstrates that strict enforcement of said Standard:

1. Will prohibit or have the effect of prohibiting any interstate or intrastate communications service pursuant to 47 U.S.C. 253(a); or
 - (a) Will prohibit or have the effect of prohibiting personal wireless service pursuant to 47 U.S.C. 332(c)(7)(B)(i)(11); or
 - (b) Will violate any requirement set forth by the Federal Communications Commission Order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.
- h. The Authority shall advise the Applicant in writing of its final decision.

§ 17-6. LOCATION AND SITING.

- a. Height. No Pole shall be taller than forty-two (42) feet in height including the antennas or 110% of the height of Poles in the Surrounding Streetscape, whichever is higher.
- b. Distance from curb line. No Pole shall be further than eighteen (18) inches from the curb line.
- c. Location, Safety and Aesthetics. No Pole shall be erected in the Public Right-of-Way unless it:
 1. Is replacing an existing Pole with a Smart Pole, the design of which shall be subject to administrative review and approval by the City;
 2. Is approved by the Authority;
 3. Is located entirely within the Public Right-of-Way;
 4. Is at least five hundred (500) linear feet from any other existing Pole or proposed Pole which is used to support a Small Wireless Facility;
 5. Is not located in an area with underground utilities;
 6. Does not inhibit any existing sight triangles;
 7. Allows adequate room for the public to pass and re-pass across the Right-of-Way;
 8. Is a Smart Pole, the design of which shall be subject to administrative review and approval by the City; and
 9. Is placed within a 25 foot radius of those specific locations set forth on the City's Wireless Siting Plan, which can be found on file with the Office of the City Clerk.

- d. Any claim by Applicant of technical incompatibility, inability to use existing structure, or inability to collocate must be scientifically demonstrated by the Applicant, not disproved by City. Validity of said claims by Applicant is reserved within the sole discretion of City.
- e. No sign or artificial lighting shall be permitted on any Pole. Support Structure, or Small Wireless Facility, including Pole mounted antennas and cabinets and ground mounted cabinets, unless said sign or artificial lighting is required for safety or other reason by local, state or federal regulation, or by the FCC, Federal Aviation Administration (FAA) or other applicable authority with the capacity to promulgate regulations regarding same.
- f. The Authority requires that an applicant provide a certification from a licensed structural engineer attesting to the structural integrity of any Pole mounted antenna or Pole mounted cabinet.
- g. Ground mounted equipment is prohibited.
- h. All wireless equipment associated with the Pole, including the wireless equipment associated with the antenna and any preexisting associated equipment shall not be more than twenty-eight (28) cubic feet in volume.
- i. The Provider shall upon completion of construction provide the City with as-built drawings and a map showing the location of the facility and equipment.
- j. Fewest Possible New Poles. Applicant shall use existing Poles when possible for the placement of its Small Wireless Facilities and shall minimize the number of new proposed Poles in the right-of-way to the fewest possible to meet the coverage and capacity requirements.
- k. Fewest Possible Small Wireless Facilities. Applicant shall minimize the number of new proposed Small Wireless Facilities in the Public Right-of-Way to the fewest possible to meet its coverage and capacity requirements and, in furtherance of same, shall collocate on existing Poles and support structures whenever possible to minimize the number of required new Poles.

§ 17-7. RESTORATION REQUIREMENTS.

- a. The Provider, or its agent or contractor, shall restore, repair and/or replace any portion of the Public R.O.W. that is damaged or disturbed by the Provider's Communications Facilities, Poles or work in or adjacent to the Public R.O.W.
- b. If the Provider fails to timely restore, repair or replace the Public R.O.W. as required in this subsection, the Authority or its contractor may do so and the Provider shall pay the Authority's costs and expenses in completing the restoration, repair or replacement.

§ 17-8. REMOVAL, RELOCATION AND ABANDONMENT.

- a. Within ninety (90) days following written notice from the Authority, the Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its Communications Facilities, Poles or support structures within the Public R.O.W., including relocation of above-ground Communications Facilities underground (consistent with the provisions of this Chapter), whenever the City has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance or installation of any City improvement, the operations of the City in, under or upon the Public R.O.W., or otherwise is in the public interest. The Provider shall be responsible to the City for any damages or penalties it may incur as a result of the Provider's failure to remove or relocate Communications Facilities, Poles or Support Structures as required in this subsection. If removal or relocation is requested by the City, the City will work in good faith to identify a suitable alternative site and such removal or relocation shall not require an additional permit.
- b. The City retains the right and privilege to cut or move any Communications Facility, Pole or, support structure located within the Public R.O.W. as the City may determine, in its sole discretion, to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the City shall notify the Provider and give the Provider an opportunity to move its own facilities prior to cutting or removing the Communications Facility, Pole or support structure. In all cases, the City shall notify the Provider after cutting or removing the Communications Facility, Pole or support structure as promptly as reasonably possible. Emergency response shall be coordinated between the City and Provider to the extent practicable under the circumstances.
- c. A Provider shall notify the City of abandonment of any Communications Facility, Pole support, or structure at the time the decision to abandon is made, however, in no case shall such notification be made later than thirty (30) days prior to abandonment. Following receipt of such notice, the Provider shall remove its Communications Facility, Pole or support structure at the Provider's own expense, unless the City determines, in its sole discretion, that the Communications Facility, Pole or support structure may be abandoned in place. The Provider shall remain solely responsible and liable for all of its Communications Facilities, Poles and support structures until they are removed from the Public R.O.W. unless the City agrees in writing to take ownership of the abandoned Communications Facilities, Poles or support structures. The Provider shall remain liable for annual ROW occupancy fee for balance of term.
- d. If the Provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its Communications Facilities, Poles or support structures or remove any of its abandoned Communications Facilities, Poles or support structures as required in this subsection, the City or its contractor may do so and the Provider shall pay all costs and expenses related to such work, including any delay damages or other damages the City incurs arising from the delay.

§ 17-9. FEES.

- a. Application Fees. All applications for approval and issuance of a R.O.W. Permit pursuant to this Ordinance shall be accompanied by a fee as follows:
 1. For applications that do not include the installation of any new structures within a Public Right-of-Way, the application fee shall be \$500.00 for up to five (5) Communications Facilities with an additional \$100.00 for each Communications Facility beyond five (5).
 2. For applications that include the installation of a new structure within a Public Right-of-Way, the application shall be \$1,000.00 for up to five (5) Communications Facilities with an additional \$100.00 for each Communications Facility beyond five (5).
- b. Other Fees: No pole attachment fees will be assessed by the City unless and until an applicant applies for pole attachment to a City-owned pole.

§ 17-10. ESCROW FEE FOR THIRD-PARTY PROFESSIONALS AND CONSULTANTS.

- a. In addition to the application fee, all applications for approval and issuance of a R.O.W. Permit shall be accompanied by an escrow fee as follows:
 1. For applications whose proposed Communications Facility deployment(s) will not require a street opening permit: \$5,000.00.
 2. For applications whose proposed Communications Facility deployment(s) will require a street opening permit: \$7,500.00.
- b. The escrow account deposits are required to pay for the costs of professional services, including engineering, planning, legal and other third-party professional consulting expenses connected with the review of submitted materials, including any traffic engineering review or other special analyses related to the City's review of the materials submitted by the Applicant and the preparation of any reports or any necessary legal agreement regarding Public Rights-of-Way use. An Applicant is required to reimburse the City for all fees, costs and expenses of third-party professionals and consultants incurred and paid by the City for the review process of a R.O.W. Permit application, such as, but not limited to:
 1. Professional fees for reviews by third-party professionals or consultants of applications, plans and accompanying documents;
 2. Issuance of reports or analyses by third-party professionals or consultants to the City setting forth recommendations resulting from the review of any documents submitted by the Applicant;

3. Charges for any telephone conference(s) or meeting(s), including travel expenses, requested or initiated by the Applicant, the Applicant's attorney or any of the Applicant's experts or representatives;
 4. Review of additional documents submitted by the Applicant and issuance of reports or analyses relating thereto;
 5. Review or preparation of R.O.W. Use Agreements, easements, deeds, right-of-way municipal consent ordinances or resolutions and any and all other like or similar documents; and
 6. Preparation for and attendance at all meetings by third-party professionals or consultants serving the City, such as the Municipal Attorney, City Engineer, City Planner, Consultant and/or other experts as required.
- c. The escrow account deposits shall be placed in a separate account by the City's Chief Financial Officer at the request of the City Clerk and an accounting shall be kept of each Applicant's deposit. Thereafter:
1. All third-party professional or consultant fees, costs, expenses and charges shall be paid from the escrow account and charged to the Applicant;
 - (a) Third-party professional or consultant fees shall not be disbursed from escrow if they are for a service performed in the context of an identical paid service between Applicant and same third-party who may otherwise be entitled to said fees.
 2. Upon either final denial of a R.O.W. Permit application or upon issuance of a R.O.W. Permit, any moneys not expended for third-party professional or consulting services shall be returned to the Applicant within ninety (90) days upon written request by the Applicant and as authorized by the City Council;
 3. If at any time during the application process seventy-five percent (75%) of the money originally posted shall have been expended, the Applicant shall be required to replenish the escrow deposit to one hundred percent (100%) of the amount originally deposited by the Applicant;
 4. No R.O.W. Permit application shall be considered complete until such time as the required escrow fee has been posted to guarantee payment of third-party professional or consultant fees, costs, expenses and charges;
 5. All payments charged to the escrow deposit shall be pursuant to vouchers from the third-party professionals or consultants stating the hours spent, the hourly rate and the fees, costs, expenses and charges incurred;

6. Third-party professionals and consultants submitting charges pursuant to this section shall be permitted to charge for such services at the same rates as they would charge their private clients for like or similar work provided that:
 - (a) Professional fees are billed at rates that do not exceed such professional fees as are customarily charged by other like professionals and consultants performing similar work within Monmouth County; and
 - (b) Out-of-pocket costs, expenses and charges are billed on a dollar-for-dollar basis with no mark-up being permitted;
7. The City shall render a written final accounting to the Applicant on the uses to which the escrow deposit was put. The written final accounting shall include copies of all vouchers that were submitted by third-party professionals and consultants and paid by the City.

§ 17-11. PERMITTED USE.

Notwithstanding anything else in the Code of the City of Asbury Park, the installation of Communication Facilities and associated equipment in the Public Right-of-Way either on existing or new poles are permitted and considered a permitted use if a Right-of-Way Use Agreement is entered into and if a Right-of-Way Permit is obtained pursuant to this Chapter.

§ 17-12. GOVERNANCE OF DEPLOYMENTS OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.

This Chapter is intended to govern the installation, placement, maintenance, modification, upgrade and repair of Communications Facilities, including Small Wireless Facilities, in the Public Right-of-Way. The placement of telecommunications equipment outside of the Public Right-of-Way shall be governed by the applicable codes and ordinances of the City, including the provisions of Special Conditions for Wireless Telecommunications Towers and Antennas.

§ 17-13. PREEXISTING SITES AND MUNICIPAL AGREEMENTS.

- a. Any Communications Facilities in the Public Rights-of-Way existing at the time of the adoption of the provisions of this Chapter, whether or not a Right-of-Way Use Agreement exists or is in force and effect with regard to same, shall be required to comply with the provisions of this Chapter.
- b. Any Right-of-Way Use Agreements entered into between the City and any Provider regarding Communications Facilities in the Public Rights-of-Way shall be required to conform to the provisions and standards of this Chapter. To the extent the provisions of any existing such agreement conflict with this Chapter, said provisions, at the discretion of the City, shall be replaced and superseded by the applicable terms of this Chapter.

§ 17-14. NEW JERSEY ONE CALL.

In addition to compliance with the applicable provisions of this Chapter, prior to the start of any installation of Poles, Support Structures, Small Wireless Facilities or other Communications Facilities that requires excavation, Applicant shall contact New Jersey One Call at 811 at least three (3) full business days prior to the commencement of work.

§ 17-15. VIOLATIONS OF THIS CHAPTER.

Violation of any of the provisions of this Chapter shall be a citation punishable with a civil penalty of \$500 for each violation which continues more than ten (10) days after written notice of such violation is provided to the Person or Applicant. Each day, after such notice, that a violation occurs or is permitted to exist by the Person or Applicant constitutes a separate offense.

Section 2. All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 3. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 4. An emergency is hereby declared so that the provisions of this Ordinance shall take effect immediately following its adoption, rather than twenty (20) days after its final passage, per N.J.S.A. 40:69A-181(b).

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2022-3 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 13, 2022
RESOLUTION SUMMARY

2022-191

Resolution Introducing the 2022 Municipal Budget



RESOLUTION NO. 2022-191

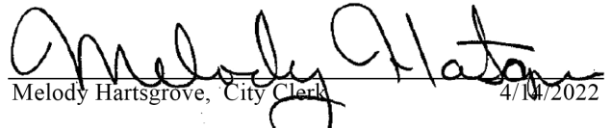
**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION INTRODUCING THE 2022 MUNICIPAL BUDGET

Resolution Introducing the 2022 Municipal Budget

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-191 which was finally adopted by the City Council at a meeting held on the 13th day of April, 2022

CERTIFIED BY ME THIS 14th DAY OF April, 2022.


Melody Hartsgrove, City Clerk 4/14/2022

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 13, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-172 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to the council.

PRESENTATION BY:

1. Fire Chief, Kevin Keddy

Fire Chief, Kevin Keddy and Captain Conklin presented a proposal for a Fire Service Apparatus.

Matters from City Council

Council member Clayton stated, I would like to remind everybody that this Saturday the City is sponsoring an Easter Drive/ Walk Thru. There is going to be an Easter bunny, and any resident that wants to come just drop by between the hours of 9:00AM and 11:00AM. The Easter bunny will be here with Easter baskets and other fun things. Please come out and celebrate Easter on Saturday.

Council member Kendle stated, about 2 weeks ago Asbury Park Little League had a parade and one of the biggest sponsors, and I give this guy a lot of credit, was Will Wright. He took a lot of money out of his pocket. He was able to put signs up. He went house to house, store to store, and was able to have an outstanding parade. So I just wanted to give a shout out to Will Wright, he did an excellent job.

Deputy Mayor Quinn stated, just wanted to thank Donna and the City departments for the job fair at the Asbury Park High School. We got all of our City departments that were hiring: Police, Fire, DPW, and a number of businesses from the business committee to go to work with High School and the Board of Education to rotate 11th and 12th and some younger grades as well in to fill out applications and hopefully get a bunch of kids jobs this summer. I want to thank everyone for participating in the job fair this year.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Deputy Mayor Quinn and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Jessica Johnson made a comment about subordination of mortgage; Gabriela Bergh made a comment about parking permits for residents; Matthew Gulace made a comment about Cookman Avenue street closure; Scott Mizrahi made a comment about Cookman Avenue street closure; and John Morris made a comment about Monmouth Lodge.

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

MINUTES

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

1. Municipal Council-Executive Meeting-Mar 23, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Mar 23, 2022 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2022-173 Resolution Approving Special Event Applications

2022-174 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

2022-175 Resolution Approving Appointments to The City of Asbury Park Green Team

2022-176 Resolution of the City of Asbury Park in Support of Clean Water, Healthy Families and Good Jobs

2022-194 Resolution Approving Appointments to the Mayor's Wellness Committee

INDIVIDUAL RESOLUTIONS

2022-177 Resolution Approving Payment of Bills

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

2022-179 Resolution Authorizing an Agreement with Mazza Recycling for the Processing and Disposition of Recyclable Materials

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

2022-180 Resolution Approving Change Order #2 for Bond Street Improvements Project

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

2022-181 Resolution Amending the Two-Year Extension of The Contract with Summertime Surf, LLC Regarding the Operation of a Seasonal Concession Involving Surf Lessons Covering The Summer Seasons Of 2022 And 2023.

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

2022-182 Resolution Authorizing a Professional Services Contract to Meridian Occupational Health P.C. for Employment Exams and Physicals

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

2022-183 Resolution Authorizing a Contract for the Installation of an Underground Sprinkler System

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

2022-184 Resolution Authorizing the Emergency RBC Shaft Reconditioning Needed at the Waste Water Treatment Plant

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

2022-185 Resolution Authorizing the Purchase and Installation of Comminutors at the Wastewater Treatment Plant

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

2022-186 Resolution Authorizing the Purchase a New Yamaha Viking Safety Vehicle for the Beach Department

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

2022-187 Resolution Authorizing the Purchase of a New Fire Truck for the Fire Department

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

2022-188 Resolution Authorizing the Purchase of a 2022 Ford Cargo Van

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

2022-189 Resolution Authorizing the Purchase of a 2022 Mason Dump Truck

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

2022-190 Resolution Authorizing the Purchase of a Kubota for the Beach Department

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

2022-192 Resolution Authorizing the Purchase of Office Furniture for Various Departments Within the City

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

2022-193 Resolution Authorizing the City of Asbury Park to Enter Into A “Third Memorandum of Understanding” With SQF, LLC Relating to The Removal and Replacement Of Certain City-Owned Utility Poles

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

2022-195 Resolution Authorizing The Mayor and City Council To Execute a Discharge of Mortgage For Helena McCurdy For Property Located at 1208 Fourth Avenue, Asbury Park

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

ORDINANCES

Introduction

2022-4 2022 Cap Rate Ordinance

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/11/2022 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn
ABSENT:	Eileen Chapman, John Moor

Second Reading/Public Hearing

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

A motion to open the public hearing on Ordinance 2022-2 was made by Council member Clayton and seconded by Deputy Mayor Quinn. All were in favor. No members of the public spoke. A motion to close the public hearing was made by Deputy Mayor Quinn with a second by Council member Clayton. All were in favor.

RESULT:	DEFEATED [2 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Amy Quinn
NAYS:	Jesse Kendle
ABSENT:	Eileen Chapman, John Moor

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

A motion to open the public hearing on Ordinance 2022-3 was made by Council member Kendle with a second by Council member Clayton. All were in favor. No members of the public spoke. A motion to close the public hearing was made by Deputy Mayor Quinn with a second by Council member Kendle. All were in favor.

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

2022 Municipal Budget Introduction

2022-191 Resolution Introducing the 2022 Municipal Budget

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

ADJOURNMENT

The meeting was adjourned at 6:40 PM

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

Meeting was adjourned at 6:40 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk