Agenda
Meeting of the Municipal Council
Wednesday, April 14, 2021
REGULAR MEETING 6:00 PM

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

2021-168 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Berkley Oceanfront Hotel-Sound Mitigation Report-Subsequent Redeveloper Agreement
2. 1276 Washington Avenue-Interfaith Neighbors Request to Purchase City Owned Property.

B. Acquistion of Real Property

1. Property Known as Bradley Cove

C. Attorney-Client Privilege

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

A. Call to Order/Roll Call

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamations

1. Alphabets Preschool-Proclaiming March 26, as SEL Day.
2. Elizabeth Arteaga-Celebrating 30 years in Asbury Park

Special Event Applications

Items to be Presented by Michele Alonso, Director of Planning & Zoning.

Presentation by Michele Alonso, Director of Planning and Redevelopment regarding Amendments to Chapter 30 of the City Code (Land Development Regulations)

Presentation by Michele Alonso, PP, AICP, Director of Planning and Redevelopment regarding amendment to the Central Business District (CBD) Redevelopment Plan requested by Asbury Park Brewery

III. Regular Meeting -

A. Public Participation

B. Minutes

- Municipal Council - Regular Meeting - Mar 24, 2021 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.

2021-169 Resolution Approving Special Event Applications

2021-170 Resolution Amending Temporary Budget Appropriations for 2021 Budget

2021-171 Resolution Authorizing the Disposition of Surplus Property

2021-172 Resolution Authorizing the Annual Renewal of SDL Software

2021-173 Resolution Accepting Award of a Safe Routes to School Grant and Associated Design Assistance from NJDOT and Authorizing Signatories

2021-174 Resolution Amending Resolution No. 2021-156, Adopted on March 24, 2021 And Entitled as Follows: "Resolution Temporarily Relaxing Existing Ordinances and Procedures Associated with Review and Approval for Existing Restaurants and Food Establishments and Retail Businesses to Offer Outdoor Dining and Outdoor Displays."

2021-175 Resolution Authorizing an Appointment to the Housing Authority

2021-176 Resolution Authorizing the Purchase of Concrete From Suffolk Redi-Mix for Sidewalk Repairs

2021-177 Resolution Authorizing Purchase of Access Control Security System at the Firehouse

2021-178 Resolution Authorizing the Purchase of Various Traffic Signal Parts for the Transportation Utility

2021-179 Resolution Authorizing a Professional Services Contract to General Code for Ordinance Codification

D. Individual Resolutions

2021-180 Resolution Approving Payment of Bills

2021-181 Resolution Authorizing Purchase of New Sign Displays

2021-182 Resolution Authorizing a Payment to the Asbury Park Library for the Removal and Purchase of Six Honeywell Air Conditioning Units Through Community Development Block Grant (CDBG)

2021-183 Resolution Authorizing the Purchase and Installation of an Electronic Digital Message Center Sign from Daktronics for Springwood Park

2021-184 Resolution Authorizing the Reappointment of Donna M. Vieiro as Municipal Manager and Authorizing the Execution of an Employment Agreement Relating Thereto

2021-185 Authorization to Ratify the PBA Local 6 Union Contract

2021-186 Resolution Authorizing the Award of a Contract for the Kennedy Park Concession

2021-187 Resolution Authorizing the City Manager to Execute a Contract with Rosario Contracting Corporation for the Demolition of 1117 Sunset Avenue Asbury Park, NJ

2021-188 Resolution Awarding a Contract for Sunset Lake Pond Management

2021-189 Resolution Awarding a Contract to Ben Shaffer Recreation for Installation of New Playground Equipment located at Seventh and Ocean Avenue.

2021-190 Resolution Awarding Contract to Ben Shaffer Recreation for the Purchase and Installation of a Bandshell for Springwood Park

2021-191 Resolution Awarding of a Contract to Millennium Communications Group for Security Cameras

2021-192 Resolution Awarding of a Contract to Millennium Communications Group for Fiber Extension

2021-193 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with K. Hovnanian Holdings NJ, LLC for the development of property located at as Block 4003, Lots 1,2, and 16 (the "Baltic Property") and Block 4003, Lots 12,13, and 14 (the "Aegean Property")

2021-194 A Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To K. Hovnanian Holdings NJ, LLC Regarding residential development on Block 4003 Lots 1,2 ,12, 13, 14 and 16; And Referring The Matter To The Planning Board For Appropriate Approvals

2021-195 Resolution Rescinding Liquor License 1303-33-013-001 Monmouth Lodge #122, IBPOE for the 2020-2021 Liquor License Renewals

2021-197 Resolution Approving Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 for 2020-2021 Liquor License Renewal Term.

E. Ordinances

1. Introduction

2021-16 2021 Cap Rate Ordinance

2021-17 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1100 Block of Langford Street in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled,"Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

2. Second Reading/Public Hearing

2021-9 An Ordinance Authorizing The Participation of The City Of Asbury Park In The Community Energy Aggregation Program That Creates An Option For 100% Regionally Sourced Renewables, And Amending And Supplementing The "Code Of The City Of Asbury Park," In Order To Create A New Chapter 21 Thereof, Entitled "Community Energy Aggregation," Accordingly.

2021-12 AN Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to The Fisherman's Lot Parking Lot

2021-13 An Ordinance Limiting Service Fees Charged to Retail Food Handling Establishments by Third-Party Food Takeout and Delivery Service Applications and Internet Websites During Such Times When the Restrictions Upon Such Fees Imposed by State Law Are Inoperative, And Amending and Supplementing "The Code of The City of Asbury Park" Accordingly.

2021-14 An Ordinance Amending and Supplementing Section 4-9, Entitled "Display of Merchandise in Public Areas; Outdoor/Sidewalk Cafes," Of Chapter 4, "General Licensing," Of "The Code of The City of Asbury Park."

2021-15 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Correcting A Scrivener's Error in Ordinance 2021-2

3. Municipal Budget Introduction 2021

2021-196 Resolution Introducing the 2021 Municipal Budget

F. Adjournment

RESOLUTION NO. 2021-168

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 14, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Berkley Oceanfront Hotel-Sound Mitigation

2. 1276 Washington Avenue

B. Acquisition of Real Property:
1. Property known as Bradley Cove

C. Attorney-Client Privilege:

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

MELODY HARTSGROVE
CITY CLERK

Asbury Park Land Development Ordinance Amendments

City Code Chapter 30

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Based on recommendations of the 2017 Master Plan & Master Plan Re-examination Report

Most comprehensive revision in decades.

Includes Zoning Map revisions

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Fences
Lighting
Landscaping
Signs

Definitions
Zone Districts- uses and bulk requirements
Conditional uses
Parking Design Standards
Community Design Standards

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Fences

Corner lots can now place fences closer to the sidewalk

Sightlines: Fences at all street intersections shall not be constructed to limit or obscure sight distance within the sight triangle of any street intersection

Regulations for fences on corner lots changed so that backyards can have taller solid fences. Those that are solid and face the street must be wood.

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Lighting

Creates standards which previously did not exist.

Building Lighting:

Illumination levels shall not exceed 0.1 foot-candles at the property line.

Lighting fixtures shall be produce glare.

Parking lot Lighting:

Exterior lighting fixtures shall not exceed a maximum height of 14 feet.

Lighting fixtures may be attached to a building, provided that such lighting is focused downward and is full cut-off.

Illumination Levels. The minimum level of illumination shall be 0.5 foot-candles, the average level of illumination sha be 1.0 foot-candle

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Landscaping

Street trees shall be the predominant species found in the immediate area

Street Tree locations - Requirements intended to avoid conflicts with public street infrastructure and adjacent site conditions

Regulations on how to plant street trees – soil and drainage requirements, tree pits based on sidewalk size.

Minimum size requirement : 2.5-to-3 inch caliper

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Signs

No distinction between commercial, personal and political signage

New more detailed definitions

Regulations for Digital signage and brightness

Regulations for brightness of all signage

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Definitions

a general update which includes:

Balcony	**Bed and Breakfast**
Deck	**Density**
Family and Household	**Microbrewery and brew pubs**
Office	**Sexual Orientated Business**
Stacked parking	**Service Station**
Townhouse	

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Zone Districts

R1A and PO zones are eliminated

The R2 District to permit one and two family homes where up to four family dwellings previously were permitted.

Creates P1 for Parks

Creates P2 for Schools

LI -uses include indoor manufacturing and assembly uses that that do not emit smoke or fumes, or produce noise or vibrations that are detrimental to nearby residences, in addition to general business uses that do not provide retail sales or services as well as welding and art studios.

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Bulk standards

FAR and Density eliminated in 1 and 2 family zones.

Unit sizes eliminated

Building coverage up from 25 to 30%

Sheds are permitted even if site exceeds building and lot coverage

Lot coverage

Minor home occupations – 20% gross floor area and no cap on deliveries

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Conditional uses

Added:

Craft distilleries and microbreweries
Townhouse Development
Major Home Occupation

New standards:

Residential Health Care Facilities
Child care center
Churches, Houses of Worship and Funeral Homes

Removed:

Helistop

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Parking Design Standards

One tree for 4 parking spaces

Where there is no room for landscaping a buffer wall or fence may be installed

Clarification on tandem parking

Facades of parking structures facing a public street shall provide 50% of the ground level with habitable space or other active uses

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Zoning Amendments

Community Design Standards

Building Orientation:

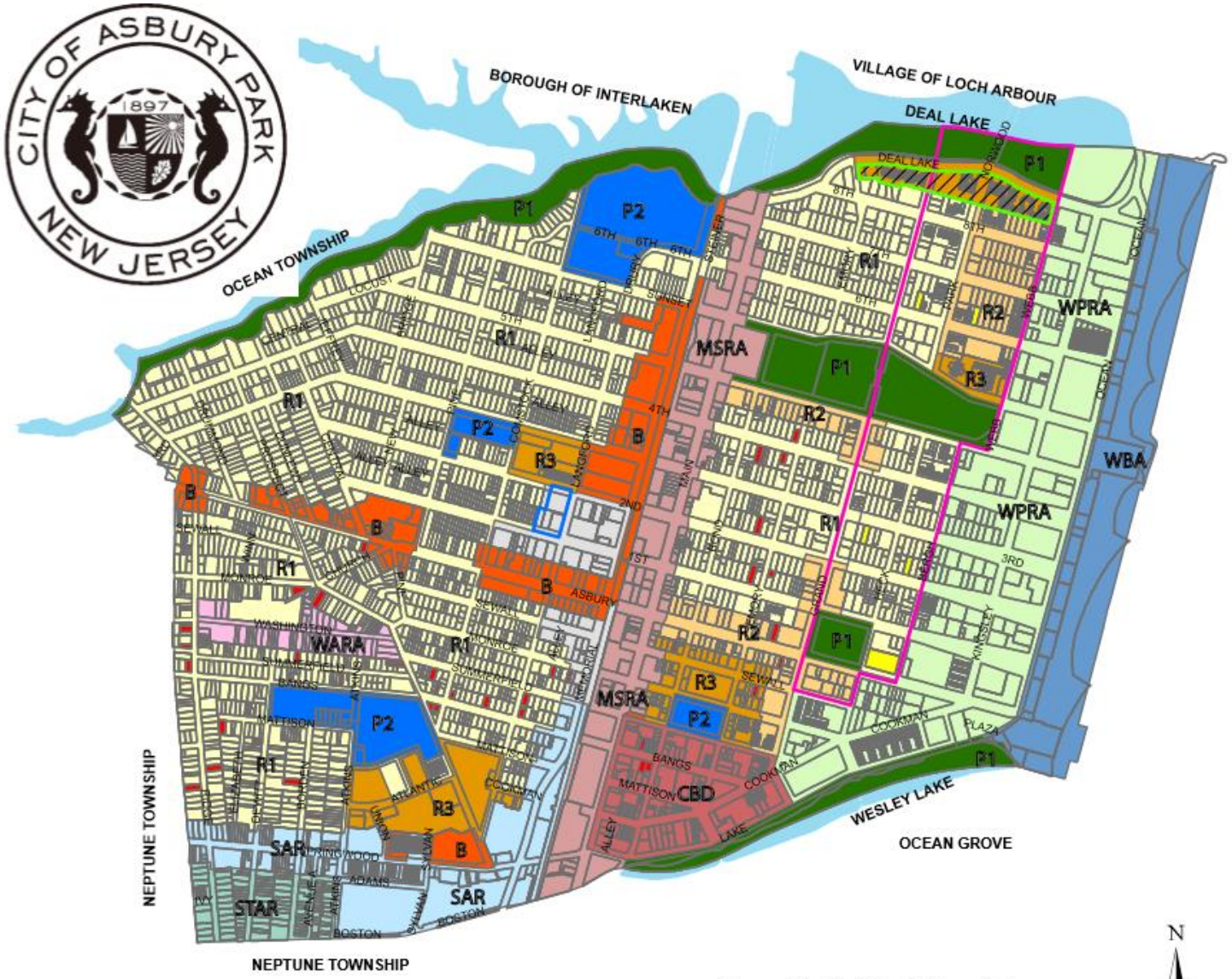
Primary façade and front entrance of the principal structure facing the public sidewalk and street.

Garage doors/openings are prohibited from facing the street unless set behind the rear building line of the residence.

Commercial and mixed use buildings shall be oriented to the primary street on which they have frontage and designed be compatible with a walkable environment.

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

Proposed Zoning Map



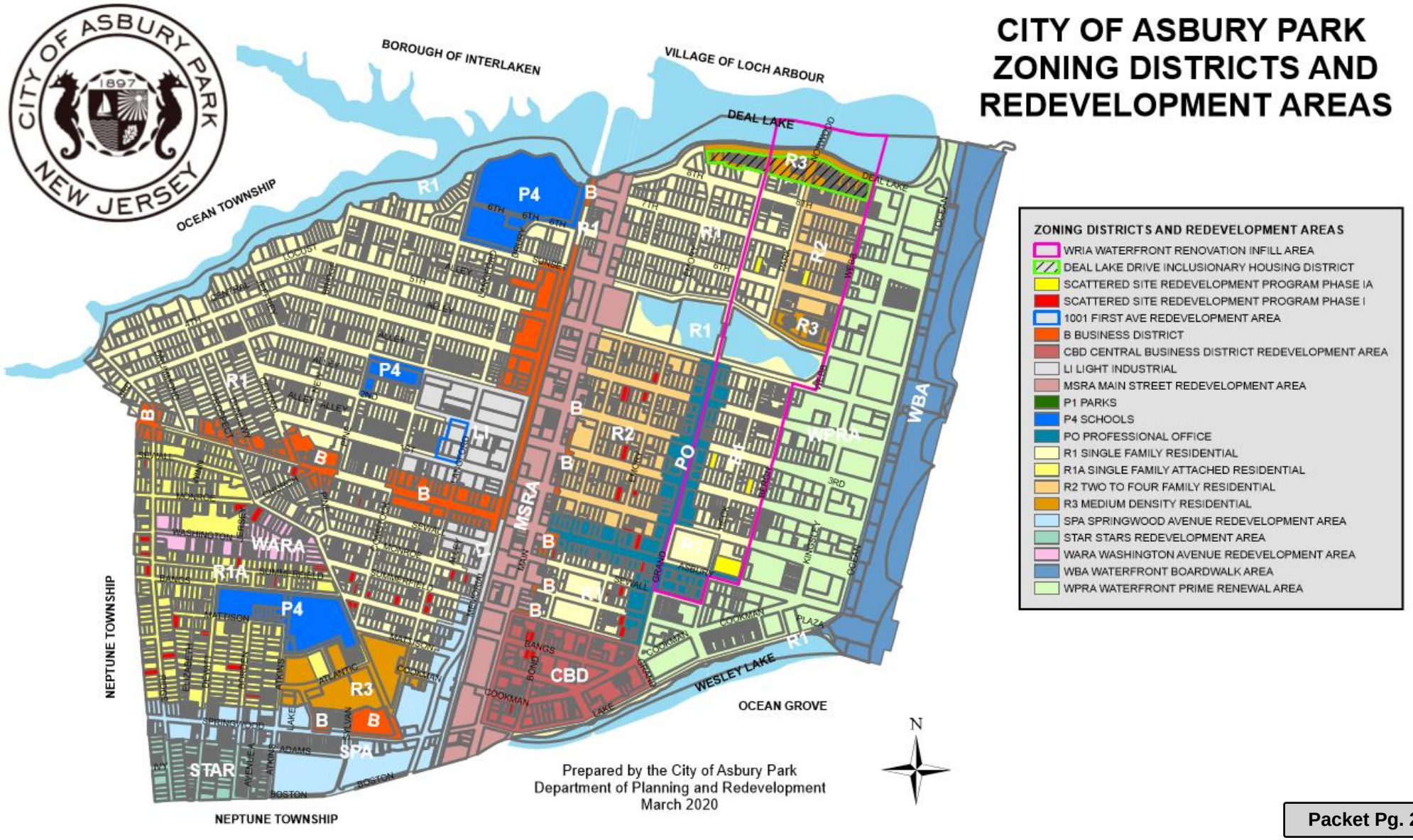
CITY OF ASBURY PARK ZONING DISTRICTS AND REDEVELOPMENT AREAS

ZONING DISTRICTS AND REDEVELOPMENT AREAS

- 1001 FIRST AVE REDEVELOPMENT AREA
- DEAL LAKE DRIVE INCLUSIONARY HOUSING DISTRICT
- WRIA WATERFRONT RENOVATION INFILL AREA
- B BUSINESS DISTRICT
- CBD CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA
- LI LIGHT INDUSTRIAL
- MSRA MAIN STREET REDEVELOPMENT AREA
- P1 PARKS
- P2 SCHOOLS
- R1 SINGLE FAMILY RESIDENTIAL
- R2 ONE AND TWO FAMILY RESIDENTIAL
- R3 MEDIUM DENSITY RESIDENTIAL
- SAR SPRINGWOOD AVENUE REDEVELOPMENT AREA
- STAR STARS REDEVELOPMENT AREA
- WARA WASHINGTON AVENUE REDEVELOPMENT AREA
- WBA WATERFRONT BOARDWALK AREA
- WPRA WATERFRONT PRIME RENEWAL AREA
- SCATTERED SITE REDEVELOPMENT PROGRAM PHASE I
- SCATTERED SITE REDEVELOPMENT PROGRAM PHASE IA

Prepared by the City of Asbury Park
Department of Planning and Redevelopment
September 2020 (draft)

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021



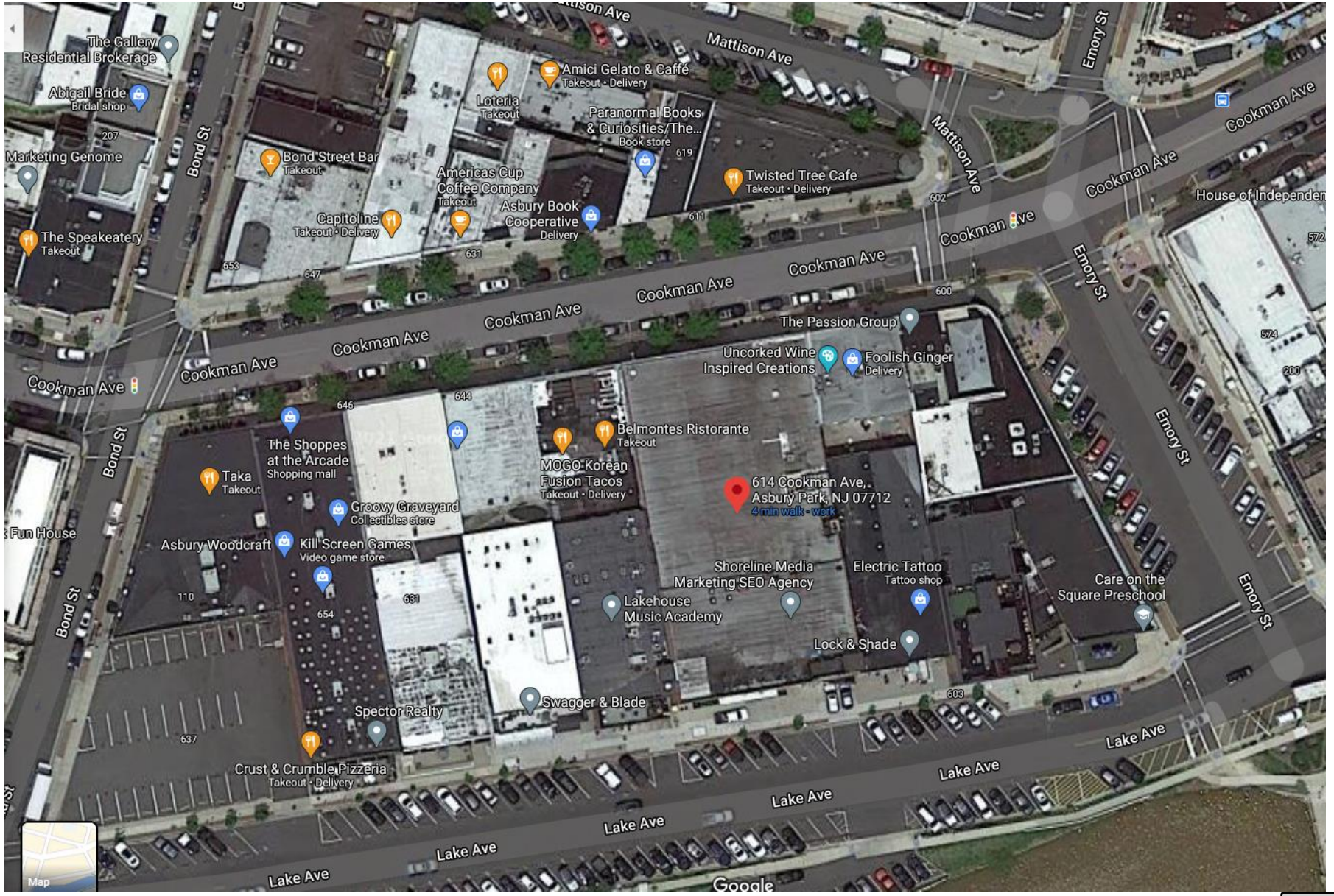
Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

For more information Please visit www.cityofasburypark.com/

If you have questions or comments please email us at zoningamendments@cityofasburypark.com

Attachment: Asbury Park Zoning Amendments powerpoint for Council April 14, 2021

614 Cookman Avenue –Site of Microbrewery Block 2404



Attachment: Map for Council Workshop (2021-24 : Central Business District (CBD)

Resolution of The Mayor And City Council of The City of Asbury Park Referring Proposed Amendment(S) To The Section "District Standards" in The Central Business District Redevelopment Plan to The City of Asbury Park Planning Board, and Directing The Planning Board To Take Certain Actions Pursuant To N.J.S.A. 40a:12a-7(E)

Whereas, on June 26, 2003, the Mayor and City Council adopted Ordinance No. 2646, entitled "AN ORDINANCE ESTABLISHING A CENTRAL BUSINESS DISTRICT REDEVELOPMENT PLAN FOR THE CITY OF ASBURY PARK" (the "Ordinance"); and

Whereas, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq., also referenced as the "Act"), the Ordinance adopted a plan (the "CBD Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Central Business District Redevelopment Area" or the "Area"); and

Whereas, the CBD Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption; however, the Plan may benefit from amendments to further effectuate redevelopment of the area; and

Whereas, the Act sets forth the process by which amendments to any redevelopment plan shall be adopted; and

Whereas, the City wishes to revisit and amend the CBD Mixed-Use and Cookman Avenue Retail Core sections under district standards of the redevelopment plan; and

Whereas, the Mayor and Council have determined that such change to the Plan would continue to achieve a the vision of the CBD Redevelopment Plan; and

Whereas, the Mayor and Council wish to entertain a request for a plan amendment to permit a Microbrewery on Block ; and

Whereas, the plan amendment shall include the following added language:

On Page 11 under Cookman Avenue Retail Core, Permitted Principal Use

- Block 2404 Ground Floor and Upper floors: Microbrewery

On page 13, under Definitions:

> *Microbrewer*y shall mean an establishment holding a limited brewery license issued in accordance with the State Division of Alcoholic Beverage Control (ABC), producing malt beverages, including the sale and distribution of the product to licensed wholesalers and retailers, including the retail sale of the product direct to consumers in limited quantities for consumption off the premises, or in connection with a tour of the brewery, the retail sale or offering of samples, for consumption on the premises

; and

Whereas,, the Mayor and City Council have reviewed the Proposed Amendment and desire to forward the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7e.

Now Therefore, Be It Resolved by the Mayor and Council of the City of Asbury Park as follows:

1. That the Mayor and Council hereby refer the Proposed Amendment to the Planning Board for review and recommendation in accordance with the requirements of N.J.S.A. 40A:12A-7(e).

2. That the Mayor and Council desire that the Planning Board undertake a review of this matter and determine if the amendment conforms with the goals and objectives of the City's Master Plan.

3. That the Planning Board is authorized and directed to prepare a report of its recommendations (the "Planning Board Report") to the Proposed Amendment to the Plan no later than forty-five (45) days of the date hereof.

4. That the Planning Board Report shall identify any provisions within the Proposed Amendment to the Plan that are inconsistent with the City's Master Plan, the recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.

5. That if the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Amendment to the Plan in accordance with N.J.S.A. 40A:12A-7(e).

6. That the Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).

7. That this resolution shall take effect immediately.

Be It Further Resolved, that a certified copy of this Resolution shall be provided to each of the following:

a. Michele Alonso, Director of Planning and Redevelopment;

b. Irina Gasparayn, Planning Board Secretary; and

c. Frederick C. Raffetto, Esquire, City Attorney.

Minutes
Meeting of the Municipal Council
Wednesday, March 24, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-150 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

1. Call to Order/Roll Call

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

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection

3. Salute to the Flag

4. Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

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

Minutes Acceptance: Minutes of Mar 24, 2021 6:00 PM (Minutes)

MATTERS FROM CITY COUNCIL

Council member Chapman stated, on Saturday the 24th at 9:00AM both Sunset Lake and Wesley Lake Commission have scheduled lake clean ups. Volunteers are welcome to come and help out. The City of Asbury Park season beach badges will be on sale on April 15th on both the Viply mobile app and in person on 1st Avenue and the Boardwalk from 10:00AM to 4:00PM daily. The City of Asbury Park is also hiring for the summer of 2021. Seasonal positions are available for Public Works, laborers, boardwalk restroom attendants, beach gate guards, and others. Details are available on the City of Asbury Park website.

Council member Clayton had no matters at this time.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn stated, I got a call from a news organization today asking questions about how our social services department is dealing with the vaccines and distribution and people not getting appointments because this news organization was contacted by residents who were singing our social services department praises and got calls after hours and on weekends. Again, just want to reiterate that Doug and Sarah and everyone in the social services department has been doing a great job with vaccines and if anybody needs assistance in getting a vaccine appointment, we can assist Asbury Park residents, if you qualify, in helping you get a vaccine appointment.

Mayor Moor stated, Amy I totally agree with you. Social services is doing a great job and the number is 775-0960. Saturday at 10:00AM at the Boys and Girls Club, we have the workforce redevelopment seminar for the triangle project. At 11:00AM the Mayor's Wellness is doing a walk in the park and healthy guidelines for everybody. I'm going to call everyone's attention to Resolution 2021-160 for $31,593. In 2021 there was an SDA between Madison Marquette and the City. Page 28, section 4.04 Public Restrooms, Section C. The City and MA Retail agree that the existing public restroom facilities are sufficient and in the event that beach usage increases significantly, as the City and MA Retail shall, acting together, reasonably determine MA Retail shall fund, install, and make operational and open to the general public additional bathroom facilities. The City was going to pursue this last year but with COVID we held off. We have provided Madison Marquette with the numbers in 2011 a year after this agreement, there was approximately 176,000 visitors to the beachfront. In 2019 there was 514,000 to the beachfront, and last year during COVID 2020, there were approximately 377,000 visitors to the beachfront. I think the City has proven that justifies a significant increase. The additional bathrooms are needed for both beachgoers and visitors who shop and eat at Madison Marquette's businesses and stores, play miniature golf and everything else on the boardwalk. When we informed Madison Marquette of the need for more bathrooms, the City was not looking for a handout or a bailout. We were asking as partners in the SDA that they simply fulfill their obligation. As a side note, Madison Marquette must maintain $500,000 in escrow, they have to maintain net worth of between 10 and 30 million dollars. If you google their home page the parent company has an investment portfolio of over 6 billion dollars. Unfortunately, unbelievably to me, the response in my humble opinion, from Madison Marquette so far has been similar to 1975 when President Ford told New York City to drop dead. Asbury Park has been told drop dead, they are not going to provide the bathrooms. They are liable for, and the taxpayers are going to be eating this cost. There are some letters that Donna will take over now and read as far as our correspondence with Madison Marquette.

MATTERS FROM CITY MANAGER

City Manager, Donna Vieiro stated, thank you Mayor. I will reiterate all that the Mayor has said. The most recent letter that we sent to Madison Marquette was sent on March 4th. We still have not received a response from them. What the letter has talked about was the restrooms and beginning in January this year I have met with representatives of Madison Marquette requesting these bathrooms as the mayor spoke about earlier. The response we received initially was, "after a very deep dive into our projections of income for the rest of 2021 and into 2022, it has been determined that this bathroom request is not possible for this upcoming season. We did all we could do to determine the cost it would take for the units but due to the impact the property has taken from COVID-19 setback and the income relief we have granted our tenants this was not expected nor are the funds available for this to happen." Our attorney responded to this comment in a letter dated March 4th stating that, "this response is totally inappropriate and unacceptable, needless to say the City is surprised and disappointed by Mr. Muly's response. Bathrooms are a necessary amenity and a key comfort factor for residents and visitors to the boardwalk alike. The City cannot accept Mr. Muly's reasonings for Madison's failure to adhere to its contractual obligations and trust that you will reconsider this response." We have asked Madison Marquette to provide us a response no later than March 9th, which they have not done, with evidence of their financial constraints that prevent them from filling its obligations to provide adequate restrooms facilities such as: financial statements, balance sheets and other evidence of rent subsidies or credits given to current tenants. Additionally, we request that any documentation evidencing MA Retail or Madison Marquette's receipt of loans or grants received under the Paycheck Protection Program of 2020. The letter in summary says, "be advised we are exploring all of the City's options at law and under the subsequent developer agreement to ensure that Madison Asbury Retail maintains obligations. The City expects that MA Retail shall, as o the terms of the subsequent developer agreement, reconsider its position and fulfill its obligation to fund, install, and make operational the additional restroom facilities as set forth by May 15, 2021. As the mayor indicated, we have not yet received a response from Madison Retail/Madison Marquette, so as such we had to move forward with renting bathrooms at the expense of the City, which is why they are on the agenda this evening and they will be installed and operational for the summer.

One other item that I wanted to mention this evening is that I wanted everyone to be aware that the City does have an existing sign ordinance. This ordinance prohibits the posting of signage of any type which includes lawn signs, stickers, or banners on municipal property. Municipal property includes, but not limited to, City Hall, the transportation center, municipal parking areas, all of our city parks, and schools, and the green spaces behind sidewalks and roadways. As we enter into Spring, there are a lot of signs for landscapers and other businesses as well as other postings. We are going to be taking an active approach this spring to remove any of these signs that are placed in the areas that I just mentioned. They will be brought to Public Works for a week and then they will be destroyed. So, if you do happen to place a sign in one of these areas and you find that it is removed, you can contact the Public Works Department and they will advise you if the sign is in fact there. Violators are subject to summonses and fines and we're going to take a very proactive approach to keep our city a little cleaner this spring season. In lieu of our Easter parade that's normally done that has not occurred for 2 years now, we're going to be doing an Easter bag drive/walk thru much like we did for Halloween. This is going to be on April 3rd from 9:00AM to 11:00AM at City Hall. Information should be posted shortly on the website, but we don't have another meeting before then so I just wanted to make that announcement now.

MATTERS FROM CITY ATTORNEY

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Chard Horan made a comment on Doordash, Kerry Butch made a comment on the budget, COVID-19, and masks, Rita Marano made a comment on street paving and the recent Planning Board meeting, Allison Coleric made a comment on COVID-19 and masks, Tracy Rogers made a comment on the American Rescue Act and rent control, Mauren Nevin made a comment on the rent control initiative petition, Avery Mansville made a comment on COVID-19 and masks, Kathleen Mumma made a comment on preservation of buildings and signage in the city, Matt Daniels made a comment on the rent control initiative petition, Polli Schildge made a comment on signage in the city, and Ernest Mignoli made a comment on the Ansell, Grimm and Aaron law firm.
A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Clayton. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting March 10, 2021

2. Municipal Council - Regular Meeting - Mar 10, 2021 6:00 PM**Accepted**

CONSENT AGENDA RESOLUTIONS

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

2021-151 Resolution Approving Special Event Applications

2021-152 Resolution Amending Temporary Budget Appropriations for 2021 Budget

2021-153 Resolution Authorizing Payment to Wakefern Food Corporation for the Purchase of Monetary Cards for the City's Food Assistance Program through Community Development Block Grant (CDBG/CV) Cares Act Funds

2021-167 Resolution Authorizing Submission of a Grant Application to The State Of New Jersey, Department Of Public Safety, Division Of Highway Traffic Safety, Under The 2021 Udrive Utext Upay Distracted Driving Crackdown

INDIVIDUAL RESOLUTIONS

2021-154 Resolution Approving Payment of Bills

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

2021-155 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 [3 TO 2]**
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle
NAYS:	Amy Quinn, John Moor

2021-156 Resolution Temporarily Relaxing Existing Ordinances and Procedures Associated with Review and Approval for Existing Restaurants and Food Establishments and Retail Businesses to Offer Outdoor Dining and Outdoor Displays

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

2021-157 Authorization to Ratify the AFSCME Union Contract

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

2021-158 Resolution Authorizing Floor Repairs at DPW

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

2021-159 Resolution Authorizing Payment to A.H. Hoffman, LLC for Service and Repairs to the Underground Storage Tank at the Sewer Plant

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

2021-160 Resolution Authorizing the Rental of an ADA Restroom Trailer for the 2021 Beach Season

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

2021-161 Resolution Awarding a Contract to J.C. Contracting Inc. for Asbury and Ridge Avenue Traffic Signal Improvements

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

2021-162 Resolution Rescinding Liquor License 1303-33--016-007-Asbury Lanes, LLC for the 2020-2021 Liquor License Renewals

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

2021-163 Resolution Approving Liquor License 1303-33-016-007-Asbury Lanes, LLC, for the 2020-2021 Licensing period.

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

2021-164 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed $4,125,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian's Cove At Asbury Park Urban Renewal, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

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

2021-165 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with 202 Seventh Avenue, LLC for the development of property located at Block 4201, Lots 3 & 4 (202-204 Seventh Avenue) and Rescinding and Replacing the Resolution Adopted March 4, 2020

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

2021-166 Resolution Authorizing Purchase of a Bobcat Lawn Mower for DPW

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

ORDINANCES

Introduction

2021-10 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to Sylvan Avenue, Adam's Street, Atkins Avenue, and Avenue A

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 4/28/2021 6:00 PM**
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-11 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to the City's Alleyways

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 4/28/2021 6:00 PM**
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-12 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to The Fisherman's Lot Parking Lot

RESULT:	**INTRODUCED [4 TO 1]** **Next: 4/14/2021 6:00 PM**
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2021-13 An Ordinance Limiting Service Fees Charged to Retail Food Handling Establishments by Third-Party Food Takeout and Delivery Service Applications and Internet Websites During Such Times When the Restrictions Upon Such Fees Imposed by State Law Are Inoperative, And Amending and Supplementing "The Code of The City of Asbury Park" Accordingly.

RESULT:	**INTRODUCED [UNANIMOUS]**
	Next: 4/14/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-14 An Ordinance Amending and Supplementing Section 4-9, Entitled "Display of Merchandise in Public Areas; Outdoor/Sidewalk Cafes," Of Chapter 4, "General Licensing," Of "The Code of The City of Asbury Park."

RESULT:	**INTRODUCED [UNANIMOUS]**
	Next: 4/14/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-15 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Correcting A Scrivener's Error in Ordinance 2021-2

RESULT:	**INTRODUCED [UNANIMOUS]**
	Next: 4/14/2021 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2021-6 An Ordinance Amending and Supplementing Section 4-10, Entitled "Permits for Special Events," Of Chapter IV, "General Licensing," of "The Code of The City of Asbury Park."

A motion to open 2021-6 to the public was made by Council Member Kendle and seconded by Council Member Chapman. All in favor. The following members of the public spoke: Ernest Mignoli and Rita Marano made comments on the Special Events Permit Ordinance.
A motion to close 2021-6 was made by Council Member Chapman and seconded by Council member Kendle.

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

2021-7 An Ordinance Amending and Supplementing Chapter IV, Entitled "General Licensing," Of "The Code of The City of Asbury Park," In Order to Establish A New Section Thereof To Be Known as Section 4-27, Entitled "Film and Photography Permits.

A motion to open 2021-7 to the public was made by Council Member Chapman and seconded by Council Member Kendle. All in favor. The following members of the public spoke: Ernest Mignoli, Maureen Nevin, and Kerry Butch all made comments on the Film and Photography ordinance.
A motion to close 2021-7 was made by Council Member Chapman and seconded by Council Member Kendle.

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

2021-8 An Ordinance Establishing New Requirements Relating to Stormwater Control Within the City of Asbury Park, And Amending and Supplementing Section 30-58, Entitled "Stormwater Control" Of Chapter 30 "Land Development Regulations" Of "The Code of The City of Asbury Park" Accordingly.

A motion to open 2021-8 to the public was made by Council Member Clayton and seconded by Deputy Mayor Quinn. All in favor. No members of the public spoke.
A motion to close 2021-8 was made by Deputy Mayor Quinn and seconded by Council Member Kendle.

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

ADJOURNMENT

The meeting was adjourned at 7:38 PM

Respectfully submitted by:

_____

Melody Hartsgrove, Deputy City Clerk

RESOLUTION NO. 2021-169

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 14, 2021 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Bike MS: Coast the Coast
2. NJ AIDS walk
3. Private wedding reception
4. Memorial Day Carnival
5. National Day of Prayer

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-169 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: Bike MS: Coast the Coast

DATE(S): Saturday, May 8, 2021 **Rain Date:** N/A
HOURS OF EVENT: From: 7:00 AM **To:** 4:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Various municipal roads, in addition to the Boardwalk between 5th Avenue and the border with Ocean Grove (see attached map for full detail)

Name of Applicant/Organization: National Multiple Sclerosis Society
Address: 1480 US Highway 9 North, Suite 301, Woodbridge, NJ 07095
Contact: Michael Franken **Phone:** (201)977-6053
Fax: (732)855-6984 **Email:** Michael.Franken@nmss.org
Non-Profit? Yes X **No** ____ **Tax Exempt ID Number:** 13-5661935
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Bike MS: Coast the Coast is a charity bicycle event to raise funds and awareness for the National Multiple Sclerosis Society. Bicyclists will travel between 25 and 50 miles from Deal (to Brielle or Lavallette) and back to Deal. Estimated participation is around 150 bicyclists, spread out over many hours, to enforce social distancing.
On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

Attachment: cm 414 (2021-169 : Special Event Applications)

City of Asbury Park Special Events Application **Page Two**

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

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 150
ADMISSION CHARGE? YES_____ NO X IF YES, HOW MUCH _____
VENDOR CHARGE? YES_____ NO X IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO X Please Give Details:
We will request police support to help bicyclists cross from Kingsley onto 7th Avenue, and from Ocean Avenue onto the Boardwalk at 5th Avenue.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Traffic control will be requested through the Asbury Park Police Department at two locations. There will be no need for clean up or the separation of recyclable material, as riders will not have a rest stop or other break in the municipality.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Two police officers to be hired between the hours of 7:00 AM and 10:00 AM

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

Michael Franken
Signature of Applicant

3/25/2021
Date

Michael Franken
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 414 (2021-169 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: New Jersey AIDS Walk

DATE(S): 5/2/2021 **Rain Date:** /

HOURS OF EVENT: From 11:00 **To:** 2:00

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Walk starts and ends at The Center in Asbury Park

Name of Applicant/Organization: The Center in Asbury Park

Address: 806 3rd Ave, Asbury Park, NJ 07712

Contact: Patsy Quinn-Vornhagen **Phone:** 732-774-3416 x115 c-732-610-9957

Fax: 732-775-5001 **Email:** quinnpy@optonline.net

Non-Profit? Yes X **No** ____ **Tax Exempt ID Number:** 22-3253558

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Walk from The Center north on Main to Deal Lake, right on Deal Lake Dr to the Boardwalk, South on Boardwalk to Cookman or Lake Ave. West to Main St, to 3rd Ave, West on 3rd to The Center

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

OVER

Attachment: cm 414 (2021-169 : Special Event Applications)

City of Asbury Park Special Events Application **Page Two**

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

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 40-50
ADMISSION CHARGE? YES_____ NO X IF YES, HOW MUCH _____
VENDOR CHARGE? YES_____ NO X IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ____ Please Give Details:
The city provides us street horses to deter traffic during registration. The are put on 3rd Ave between Main & memorial. You drop them off the night before

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:
The Center staff takes care of all of the above

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

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

Patricia Quinn-Vornhagen
Signature of Applicant

1/18/21
Date

Patricia Quinn-Vornhagen
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 414 (2021-169 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: PRIVATE WEDDING RECEPTION

DATE(S): FRIDAY MAY 14 **Rain Date:** —

HOURS OF EVENT: From 5 **To:** 10pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

Name of Applicant/Organization: CROSS + ORANGE

Address: 508 COOKMAN AVE

Contact: BOB FAHEY **Phone:** 201-403-1082

Fax: — **Email:** BOBFAHEY511@GMAIL.COM

Non-Profit? Yes ____ **No** ✓ **Tax Exempt ID Number:** _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: PRIVATE WEDDING RECEPTION IN CROSS + ORANGE AND KENNEDY PARK FOR 100 PEOPLE

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

OVER

Attachment: cm 414 (2021-169 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

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

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100
ADMISSION CHARGE? YES_____ NO ✓ IF YES, HOW MUCH _____
VENDOR CHARGE? YES_____ NO ✓ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ✓ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: PARK WILL BE FENCED IN. WE WILL HAVE AN APPD OFFICER ON PATROL. ALL GARBAGE WILL BE PLACED IN OUR DUMPSTERS

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

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

R Fahey
Signature of Applicant

3/24/21
Date

ROBERT FAHEY
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 414 (2021-169 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

AME OF EVENT: *MEMORIAL DAY CARNIVAL*

ATE(S): May 16 – 31, 2021 (SETUP IS THE 16th – 18th and the actual carnival will start on 19th

ain Date: _____

OURS OF EVENT: From: 5pm Noon (on weekends) To: 11 pm

XACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

radley Park

ame of Applicant/Organization: Triumphant Life Church
ddress: 500 Malterer Ave, Oceanport, NJ 07757
ontact: Rev. Lyddale Akins Phone: 732-774-0303
ax: _____ **Email:** _____
on-Profit? Yes _X__ No ____ Tax Exempt ID Number: 223-148-8801
yes, please provide non-profit certificate

ESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Our Memorial Day Carnival

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

Attachment: cm 414 (2021-169 : Special Event Applications)

OVER

City of Asbury Park Special Events Application Page Two

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

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____
ADMISSION CHARGE? YES_____ NO_____ IF YES, HOW MUCH _____
VENDOR CHARGE? YES _____ NO___X___ IF YES, HOW MUCH _____

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Police officers will be used for the event. Trash cans and dumpsters will also be used. Lot will be cleaned by the end of the event.

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

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

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

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

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

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

_____ 3/30/2021
Signature of Applicant *Date*

Rev. Lydale Akins
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 414 (2021-169 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: National Day of Prayer

DATE(S): May 4 **Rain Date:** _____

HOURS OF EVENT: From 12:00 **To:** 1:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

At the Flag Pole

Name of Applicant/Organization: Asbury Park National Day of Prayer

Address: c/o Deliverance Temple Church 504 Prospect

Contact: Pastor Warren Hall **Phone:** 848-456-0308

Fax: _____ **Email:** _____

Non-Profit? Yes ✓ **No** ____ **Tax Exempt ID Number:** _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Prayer by Community leaders and members

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

OVER

Attachment: cm 414 (2021-169 : Special Event Applications)

City of Asbury Park Special Events Application

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

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 10 - 15
ADMISSION CHARGE? YES_____ NO ✓ IF YES, HOW MUCH _____
VENDOR CHARGE? YES_____ NO ✓ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ✓ Please Give Details:

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

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Applicant requests to use Council Chambers as again location and chairs for elderly or disabled ones

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

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

Signature of Applicant _____ *Date* 3/21/21

Warren Hall
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm 414 (2021-169 : Special Event Applications)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-170
Increase to 2021 Temporary Budget prior to adoption.

	From	To
Current Fund:		
911 Dispatch Services	$663,869.00	$673,827.00
Open Space Grant	0.00	250,000.00

RESOLUTION NO. 2021-170

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2021 BUDGET

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

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2021 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2021 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	From	To
Current Fund:		
911 Dispatch Services	$663,869.00	$673,827.00
Open Space Grant	0.00	250,000.00

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. 2021-170 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-171
Property that has exceeded its useful life and no longer serves the need of the City.

RESOLUTION NO. 2021-171

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

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

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

WHEREAS, the equipment and vehicles will be auctioned on MUNICIBID.com.

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

I, 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. 2021-171 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

RECORDS UNIT
Destruction REPORT

Equipment:	
Antentas Model # AMY9M16	2
High Gain Senzor Model # AM5G19	1
Panels (No Model or Serial #)	15
Pelco Dome Cameras (No Model or Serial #)	4
Dome Cameras Marked REP-6100-1	6
Weather Proof Hyperlink Boxes w/ electrical parts	10
Honeywell Done Camera (Model HD3CHS / Serial # R265002648)	1
Bosch Digital Color Camera (S/N OP160512512528	1

Equipment:	
Pelco Camera Enclousure Model # EH3505 / S/N 03027-16-0160-17	1
Pelco Camera Model # ICS200-CRV3A / S/N 100-2090	1
Windows 2000 Professional CPU	2
Master Power Supply Model # MCS16-10E / S/N 10205-30-0016	1

Attachment: PD Items (2021-171 : Disposition of Surplus Property)

3/18/2021

Equipment:	Serial #'s
Firetide Hptport Wireless Node (6)	WH0051103506234
	WOB090903500646
	WOB090903500615
	W5G090903500615
	WP2090903500643
	W5F090903500636
	WD3090903600627

IT ITEMS

Manufacturer	Model	Notes	QTY
Dell	Optiplex 9030 AIO	No HDD	4
Lenovo	ThinkCentre M700 SFF	No HDD	2
Dell	Optiplex 5040	No HDD	1
LG	24" Monitor	No Stand	1
Dell	Inspiron 3847	No HDD	1
Brother	Intellifax 4100e	Jams Frequently	1
Netgear	GS724TP Switch		1
Cisco	2960G 48-Port Switch		2
Cisco	2960G 24-Port Switch		1
RICOH	SP C242SF	Unknown Working Status, Powers up	1
HP	LaserJet 4700DN	Unknown Working Status, Powers up	1
HP Compaq	6200 Pro	No HDD	1
Panasonic	CF-19	No HDD	1

VEHICLES

Year	Make	Model	VIN	Mileage	Notes
1999	Plyumouth	Breeze	1p3ej46cxxn632173	46497	Starts and runs - Can be driven off lot
2011	Ford	Crown Victoria	2fabp7bv9bx109377	Unknown	For parts only, bad motor.

FIRE DEPARTMENT

QTY	ITEM	NOTES
4	Large Luxfur Bottles	
4	Small Luxfur Bottles	
6	Pair Dive Fins	
4	Full Face Masks	
2	Pair Dive Mittens	
2	Weight Belts w/weight belts	
1	SCUBA Pro Dry Suit	Damaged
4	Regulators	
1	Search Reel	
/A	Assorted Harnesses	

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-172
Resolution authorizing the annual renewal of SDL Software.

RESOLUTION NO. 2021-172

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF SDL SOFTWARE

WHEREAS, the City has a need to renew the SDL software for one year; and

WHEREAS, the City has obtained the attached quote:

- SHI in the amount of $45,000.00 off of NJ State Contract #ITS58 Subcontract 89851

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of SDL software to the vendor listed above in an amount of $45,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-20-140-000-222. 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 renewal of SDL software in the amount of $45,000.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, 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. 2021-172 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Pricing Proposal
Quotation #: 20179734
Created On: 3/10/2021
Valid Until: 4/30/2021

City of Asbury Park

Joe Dellaragione
NJ
United States
Phone: (732) 502-5729
Fax:
Email: joe.dellaragione@cityofasburypark.com

Inside Account Executive

Jayson Perez
290 Davidson Ave
Somerset, NJ 08873
Phone: (732) 652-3067
Fax:
Email: Jayson_Perez@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Medium/Large Town Enterprise License - up to 50 computer seats or named users, support, and portal for 1 year. Includes 50 training credits per year Spatial Data Logic - Part#: SL3002.5 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	$45,000.00	$45,000.00
			Total	$45,000.00

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: SHI - SDL QUOTE (2021-172 : Authorizing the Annual Renewal of SDL Software)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-173
Accepting grant in the amount of $500,000 from Safe Routes to School

RESOLUTION NO. 2021-173

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION ACCEPTING AWARD OF A SAFE ROUTES TO SCHOOL GRANT AND ASSOCIATED DESIGN ASSISTANCE FROM NJDOT AND AUTHORIZING SIGNATORIES

WHEREAS, the City received notification from the New Jersey Department of Transportation that the City was awarded $500,000.00 from the Safe Routes to School Federal program (Federal Project No. TAP-D00S(415)) for the installation of traffic calming, bike and pedestrian safety upgrades along Third and Fourth Avenues in Asbury Park; and

WHEREAS, the City also received notification from the New Jersey Department of Transportation that the Federal Highway Administration (FHWA) authorized funding up to an amount of $153,678.87 for Design Assistance for the project; and

WHEREAS, the City, NJDOT and NV5 have agreed on a scope of work and budget to conduct Preliminary Engineering (PE) activities for the project, which the authorization of funding is based upon; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey accepts the grant in the amount of $500,000.00 and the authorization of funding for Design Assistance for Preliminary Engineering in the amount of $153,678.87.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor, City Manager and City Clerk are hereby authorized to sign any and all documents associated with the grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution is to be forwarded to the Director of Transportation, City Clerk 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. 2021-173 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

January 26, 2021

Michael J. Manzella
Deputy City Manager
City of Asbury Park
1 Municipal Plz,
Asbury Park, NJ 07712

Re: **AGREEMENT EXECUTION**
Traffic Calming, Bike and Pedestrian Safety Upgrades
Asbury Park City, Monmouth County
Federal Project No.: TAP-D00S(415)
State Job No.: 6703318

Dear Mr. Manzella:

Enclosed is an original copy of the executed Federal Aid Agreement No. 2020-DT-DLA-542 approved on 12/8/2020 for the above captioned Federal Aid project.

If you have any questions, please contact Julie Seaman at (609) 963-2004.

Sincerely,

Milan Limbachiya, PMS I

Julie A. Seaman
for Project Management Specialist 3
Division of Local Aid and Economic Development

Enclosure

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

January 2019

New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement

FEDERAL AID AGREEMENT

Agreement No.: **2020-DT-DLA-542** Contract ID: **21 70006**

Local Public Agency (LPA)/Subrecipient: **Asbury Park City**

CFDA Name and Number: **Highway Planning and Construction 20.205**

LPA DUNS Number: **049873235**

Contact Name and Phone Number: **Julie A. Seaman (609) 963-2004**

Project: **Traffic Calming, Bike and Pedestrian Safety Upgrades**

Municipality: **Asbury Park City**

County: **Monmouth County**

This Cost Reimbursement Agreement ("Agreement") is made as of the 8th day of December 2020, by and between the City of Asbury Park, having its offices at 1 Municipal Plz, Asbury Park, NJ 07712 "Subrecipient" or "Local Public Agency ('LPA')") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");

WITNESSETH

WHEREAS, the Congress of the United States has enacted various Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the National Highway Performance Program (NHPP), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program (collectively the "Programs"); and

WHEREAS, the Legislature of the State of New Jersey has enacted legislation by which certain federal aid funds may be made available for use on local transportation related projects of public entities qualified to act as Subrecipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal funds will be made available for a specific program project, the Subrecipient and State are required to enter into an agreement to establish terms and conditions applicable to the Subrecipient when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility.

WHEREAS, the Subrecipient proposes to be the Sponsor LPA of a project eligible for funding (the "Project") pursuant to the terms and conditions of this Agreement; and

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Subrecipient funds to finance the Project ("Project Fund") pursuant to the applicable federal and State law; and

WHEREAS, Subrecipient and the State desire to specify the conditions applicable to the financing of the costs of the Project ("Project Costs") out of the Project Fund and the obligations of the Subrecipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the Subrecipient and the State hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms are defined in the manner indicated below:

1.1 Local Public Agency ("LPA"): The contracting agency that is the subrecipient of Federal-aid funds administered through the NJDOT.

1.2 FHWA: Federal Highway Administration.

1.3 USDOT: United States Department of Transportation

1.4 Useful Life of the Project: the period of time assigned to the project for purposes of determining a repayment schedule or reimbursement in the event of default.

1.5 Responsible Charge: A full time public employee of the Subrecipient, who is not a consultant, and is responsible for the Project.

1.6 Construction Engineering: construction related design services including review of contractor's working drawings, responding to contractor questions regarding design, and reviewing design changes.

1.7 Construction Inspection: Subrecipient is responsible for ensuring that the project is being inspected on a full time basis throughout construction of the project. Federally funded construction projects must be built and inspected in accordance to the pertinent federal and state requirements and contract documents.

1.8 Standard Specifications: the NJDOT Standard Specifications for Road and Bridge Construction, including all Baseline Document Change ("BDC") Announcements, in effect at the time of the execution of this Agreement. The Standard Specifications are incorporated into this Agreement by reference.

1.9 Period of Performance: the period of time during which the Subrecipient is to complete the activities described herein and to incur and expend approved funds.

2. Description of Project – Scope of Work

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

A detailed Project description is included in the Project Scope of Work and a detailed Cost Estimate are attached to this Agreement.

3. Agreement Contract Terms

3.1 The State hereby awards a Grant of federal funds, available on a reimbursement basis, in the amount of **$153,678.87** for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.

3.2 The Period of Performance for this award begins on the date of this agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 below or until, based on inactivity as defined in Section 7.5.2 below. The Project shall be completed by **August 31, 2023**, unless either terminated or extended by written authorization of the State. Under 2 C.F.R. § 200.309, the Subrecipient shall not charge to this award costs that are incurred prior to and/or after the Period of Performance. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.

3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of its obligations under this Agreement if any of the following occurs:

3.3.1.1 The Subrecipient fails to begin expenditure of award funds;

3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 even if it is beyond the reasonable control of the Subrecipient.

3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient's claim for compensation.

3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.

3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.

3.3.3 This Agreement terminates on Project Closeout.

3.4 Fund Liquidation, Adjustment, and Cancellation.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in section 3.2.

3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343–.345.

3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.

3.6 The Subrecipient shall not proceed with any work on the Project ("Project Work") for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies.

3.8 Recipient shall solicit proposals for all work on the Project in accordance with the Brooks Act of 1972 (40 U.S.C.A. Ch. 11), 2 C.F.R. §§ 200.317-.326, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non–Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award."

4. Plans and Specifications

4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, the Subrecipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

4.2 Approval for the Design Exception shall be based upon Division of Local Aid and Economic Development Policy Number 005.00 as follows:

4.2.1 All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

4.2.2 Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the Federal Highway Administration.

4.2.3 The above applies regardless of funding source. The State shall notify Subrecipient when the Project is acceptable for bidding.

4.3 For reimbursement of allowable costs, Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 et seq., the NJDOT Right of Way Acquisition Manual and the NJDOT.

5.1.2 Subrecipient shall be responsible for preparing all maps and other documents required by the NJDOT Right of Way Acquisition Manual and Right of Way Engineering Manual.

5.1.3 Eligible costs for Right of Way acquisition projects shall include:

5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

5.1.3.2 Associated direct costs of acquisition including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages pursuant to 23 C.F.R. § 710.203.

5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 **Design Projects**

5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.

5.2.2 Subrecipient covenants that Design Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.

5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:

5.2.2.1.1 Transportation projects other than roads and bridges,

5.2.2.1.2 Projects that intersect State highways,

5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or

5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.

5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement

5.2.4 The Subrecipient shall not proceed with any Design Work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.

5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.

5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved. Within ten years of the date of design authorization, the Project must be awarded to a construction contractor. Failure to comply with the requirements of this provision will result in the recovery of all funds previously expended.

5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973,28 C.F.R. § 35.151(e), and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed.

5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.

5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.

5.3 **Construction Projects**

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.

5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.

5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.

5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.

5.3.5 Subrecipient shall solicit bids for the work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:

5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and

5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.

5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.

5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.

5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to

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the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.

5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.

5.3.10 Subrecipient agrees that it will cause its contractor to comply with the FHWA's Buy America policies that require a domestic manufacturing process for all steel or iron products that are permanently incorporated in a Federal-aid highway construction project pursuant to 23 U.S.C.A. § 313 and 23 C.F.R. § 635.410; comply with the current NJDOT Standard Roadway Specifications, and the current version of the NJDOT Construction Procedures Handbook. Buy America requirements apply to products installed permanently by utility companies for all contracts within the scope of the NEPA determination regardless of whether the contract uses FHWA funding. Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 28 C.F.R. § 35.151(e) and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. Failure to comply may result in the loss of projects funds.

5.3.11 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C.A. § 1352 prior to execution of any agreement in order to remain eligible for Federal funds.

5.3.12 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.

5.3.13 The Subrecipient must designate a person in Responsible Charge who is a full time employee of the agency as per 23 C.F.R. § 635.105. The person in "Responsible Charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services. This person may share duties, but is expected to be able to perform the following duties and functions:

5.3.13.1 Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

5.3.13.2 Maintains familiarity of day to day project operations, including project safety issues;

5.3.13.3 Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

5.3.13.4 Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the project;

5.3.13.5 Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and;

5.3.13.6 Directs Project staff, agency or consultant, to carry out Project Administration and Contract Oversight, including proper documentation.

5.3.13.7 Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the Project.

5.3.14 In addition to adhering to the requirements specifically set forth in this Agreement, Subrecipient agrees that it will cause its contractor to comply with the United States Department of Transportation's (USDOT)/FHWA's official Disadvantaged Business Enterprises (DBE) Program Guidance, including that all contract bidders/offerors submit DBE subcontractor information and/or good faith efforts, either at the time of bid (responsiveness) or within 5 days of bid (responsibility). Guidance with regard to the DBE program can be found on the USDOT and FHWA Civil Rights' websites.

6. Insurance

6.1 Subrecipient shall maintain or cause to be maintained:

6.1.1 General Comprehensive Liability Insurance in the minimum amount of $1,000,000.00 combined single limit plus $1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad

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form contractual liability coverage, independent contractor's coverage and completed operations coverage.

6.1.2 Automobile Liability Insurance in the minimum amount of $1,000,000.00.

6.1.3 Workers Compensation Insurance in the amount required by law.

6.2 A copy of each insurance policy shall be made available to the State upon request.

6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of $1,000,000.00

6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

7. Disbursement of Project Fund

7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.

7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

7.4 The final eligible costs incurred by the Subrecipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State's sole discretion.

7.5 **Payment Vouchers**

7.5.1 Subrecipient shall prepare and submit payment vouchers for payment for approval by the State within three (3) months of initial billing by the contractor or design consultant, or six (6) months from award, whichever is first. Payment vouchers

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may be submitted as frequently as every month at most but are required at least quarterly.

7.5.2 If Subrecipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed "inactive" and, as a result, Project funds may be withdrawn by the State. The Project may also be determined inactive, at the discretion of the State, for the following reasons: failure to provide billing for eligible costs within 12 months from the initial authorization or a preceding bill, the failure to perform work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the Project status and remaining work to be performed. The payment vouchers shall state, with proper documentation, the amounts due to the Subrecipient for actual, eligible costs incurred in connection with the Project. The Subrecipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

7.5.3 The parties agree that the State has sole discretion to modify the initial Agreement amount to reflect the actual, eligible costs for the Project work at the time of the award concurrence.

7.5.4 Progress Reports will accompany all payment vouchers and shall include:

7.5.4.1 A narrative description of work performed during the payment period and any difficulties or delays encountered;

7.5.4.2 A comparison of actual accomplishments to the goals established for the payment period;

7.5.4.3 A comparison, by tasks, of costs incurred with amounts budgeted, and;

7.5.4.4 A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

7.5.4.5 Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.

7.5.5 The State shall review and verify such payment vouchers for payment and remunerate the Subrecipient for direct and indirect costs incurred up to a maximum Project approved budget for satisfactorily completing the Project.

7.6 **Partial Payments**

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7.6.1 The State shall make partial payments to the Subrecipient toward the actual, eligible costs for the Project Work upon the receipt of properly drawn payment voucher for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Subrecipient concerning the percentage of work completed during any given period, that dispute shall be resolved in accordance with Paragraph 22.3 of this Agreement.

7.6.2 Subrecipient may submit payment vouchers totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. Subrecipient shall submit a final payment voucher, within six months of final inspection, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the Project by the State.

7.6.3 If the Subrecipient was found to be in good standing and compliance with the terms this Agreement, the Subrecipient can request compensation of a portion of the funds that were held as per Section 7.6.2 after a satisfactory final inspection by NJDOT and prior to the submittal of the final Payment voucher. Good standing can be defined as maintaining eligibility assessment, invoicing at a minimum of a quarterly basis, and receiving satisfactory reviews with regard to compliance with construction oversight inspections. This payment request will be accepted and processed at the sole discretion of the NJDOT.

7.7 Consultants and Contractors

7.7.1 The Subrecipient shall remain responsible for satisfactory performance of all work.

7.7.2 All work performed by consultant, contractors and subcontractors on the Project shall be treated as being performed by the Subrecipient.

7.7.3 Subrecipient will be paid the actual, eligible costs for the work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted work completed as shown in the Subrecipient's monthly progress reports.

7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 below by placing equivalent provisions in their contracts.

7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the Standard Specifications and 23 C.F.R. § 635.116.

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8. Conflict of Interest

8.1 All FHWA Federal Aid Highway Program (FAHP) funds provided for locally administered projects must pass through NJDOT pursuant to 23 C.F.R §172.5. NJDOT, as the grant recipient, is responsible for ensuring the Subrecipient complies with Federal requirements. This includes ensuring sufficient controls are in place to protect the public's interest against fraud, waste, and abuse of taxpayer resources.

8.2 Federal requirements and FHWA policies do not expressly prohibit the use of the same consulting firm for design and construction inspection services on the same project. However, the use of the same firm for design and inspection may present potential conflicts of interest that provide opportunities that benefit the consulting engineering firm and not the Subrecipient. A consulting firm performing construction inspection services for the same federal-aid project that the firm also designed provides the firm an opportunity to influence or affect decisions on scope changes; design changes; construction revisions; contract change orders; and related issues. A firm may have a vested financial interest in failing to disclose deficiencies in its design work during construction, such as minimizing or ignoring design errors and omissions rather than serving the best interest of the public. Using a different firm for construction inspection provides an additional level of review and reduces the risk for potential conflicts of interest. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the Subrecipent must establish appropriate compensating controls in the form of policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services as specified in 23 CFR 172.7(b)(4).

9. Liquidated Damages

9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the contractor's failure to complete work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient's estimated costs incurred as well as road user costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

9.2 Contract time extensions will only be granted for excusable delays specified in the Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs in accordance with the Standard Specifications.

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10. Audit Requirements

10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB "Supercircular" 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, "Contracts with Commercial Organizations." The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

10.2 The State, or its agents, shall be entitled to perform an audit at the following times:

10.2.1 At any time during the performance of work set forth in this Agreement.

10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.

10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:

10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

10.3 The Subrecipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the [Subrecipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement."

10.4 Payment to the Subrecipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed

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subsequent to payment of the Final Invoice, or the right of the Subrecipient to underpayments based upon adjustments disclosed by said audits.

11. Inspection

Subrecipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Subrecipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Subrecipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Subrecipient for a period of three (3) years after final payment is received from the State.

12. Indemnification

Subrecipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Subrecipient prompt notice thereof. If Subrecipient shall be required to defend in any action or proceeding pursuant to this Section to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Subrecipient in respect to the claim or matter in question.

13. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Subrecipient or the State with respect to any of the covenants or conditions of this Agreement.

14. Equal Opportunity

14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the

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rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

14.2 During the performance of this contract, the Contractor agrees as follows:

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

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

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

14.2.4 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

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14.2.6 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

14.2.7 This contract may be canceled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 may be obtained at the preconstruction conference.

15. Nondiscrimination

Subrecipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Subrecipient agrees that:

15.1 It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

15.2 It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by the Subrecipient with other parties.

15.3 It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

16. Disadvantaged Business Enterprises

Subrecipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Subrecipient and any contractor:

16.1 It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); the Transportation Equity Act for the 21st Century (TEA-21); and Section V, Part B below, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R., § 26(A), (C), and (F) apply to this Agreement.

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16.2 The Subrecipient and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 C.F.R. § 26(A); and in the ISTEA and the TEA-21, and Section V, Part B below, have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

17. No Oral Modifications

17.1 This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

17.2 The Subrecipient shall request State approval for any task or line item budget revision deemed necessary to carry out the Project. The Subrecipient shall submit the request in writing to the State. The State shall provide written authorization to the Subrecipient if the request is by the State and the applicable funding agency.

18. Notices and Demands

18.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

18.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Laine Rankin
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Division of Local Aid and Economic Development, serving the area of the Subrecipient:

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District 1 -
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 810-9120
Fax: (973) 601-6709
Morris, Passaic,
Sussex and Warren

District 2 -
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

District 3 -
1035 Parkway Avenue
Trenton, NJ 08625
Phone: (609) 963-2020
Fax (609)530-8044
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4 -
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 414-8414
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester and Salem

If to Subrecipient:

Michael J. Manzella
(Deputy City Manager)
City of Asbury Park
1 Municipal Plz,
Asbury Park, NJ 07712

This section does not apply to legal notices required by law or Court Rules.

19. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

20. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

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21. Subject to FHWA Regulations

Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

22. Entire Agreement; Counterparts; Disputes

22.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

22.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

22.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

23. Choice of Law

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

24. Resolution

The Subrecipient shall supply the necessary resolution authorizing the Subrecipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

25. **APPENDIX A** - Non Discrimination - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.

26. **APPENDIX B** - Certification of Subrecipient is attached hereto and made a part of this Agreement.

27. **APPENDIX C** - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

28. **APPENDIX D** - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

29. **APPENDIX E** - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.

30. **APPENDIX F** - Americans with Disabilities Act is attached hereto and made part of this Agreement.

31. **APPENDIX G** – Project Scope of Work is attached hereto and made a part of this Agreement.

32. **APPENDIX H** – Project Cost Estimate is attached hereto and made a part of this Agreement.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

January 2019

New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Traffic Calming, Bike and Pedestrian Safety Upgrades

Municipality: Asbury Park City County: Monmouth

Agreement Number: 2020-DT-DLA-542

Federal Project Number: TAP-D00S(415)

ATTEST/WITNESSED/AFFIX SEAL:

9/25/2020
Name: Melody Hartsgrove Date
Title City Clerk

SUBRECIPIENT(LPA): Asbury Park City

By: 9/25/20
Name: Michael J. Manzella Date
Title Deputy City Manager /RC

ATTEST/WITNESSED/AFFIX SEAL:

12/8/2020
Anika James Date
Department Secretary, New Jersey
Department of Transportation

NEW JERSEY DEPARTMENT OF TRANSPORTATION

By: 12/8/20
Laine Rankin Date
Director, Division of Local Aid &
Economic Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY
GURBIR S. GREWAL

By:
Brad M. Reiter
Deputy Attorney General

10/19/2020
Date

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the SUBRECIPIENT, agrees as follows:

1. Compliance with Regulations: The SUBRECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23C.F.R. § 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. Nondiscrimination: The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

4. Information and Reports: The SUBRECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.

6. (a)Withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies, and/or

7. (b)Cancellation, termination, or suspension of the contract, in whole or in part.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:

    (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.

    (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

11. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

APPENDIX B

CERTIFICATION OF SUBRECIPIENT

In executing the Agreement the SUBRECIPIENT'S signatory certifies on behalf of the SUBRECIPIENT that neither he, nor any other officer, agent or employee of the SUBRECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the SUBRECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

January 2019

New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement

APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I Michael J. Manzella hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest: SUBRECIPIENT

Michael J. Manzella
Name/Title Deputy City Manager /RC

Melody Hartsgrove
Name/Title City Clerk

Date: 9/25/20

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The SUBRECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the SUBRECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the SUBRECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the SUBRECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The SUBRECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The SUBRECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the SUBRECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUBRECIPIENT shall satisfy and discharge the same at its own expense.

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

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

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

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

APPENDIX G
Project Scope of Work

City of Asbury Park
Safe Routes to School Design Assistance
Traffic Calming, Bike and Pedestrian Safety Upgrades
Third Ave & Fourth Ave between Prospect Ave and Comstock St

Proposal for Professional Services
Preliminary Engineering
Scope of Services – March 10, 2020

I. Application Description / About the Project

Purpose: To support Safe Routes to School (SRTS) safety and access improvements by implementing traffic calming measures on Third Avenue and Fourth Avenue between Prospect Avenue and Comstock Street. The project includes:

1. Installing mini-roundabouts at the intersections of:
   a. Fourth Avenue & Prospect Avenue
   b. Fourth Avenue & Bridge Street
   c. Fourth Avenue & Pine Street
   d. Fourth Avenue & Comstock Street
   e. Third Avenue & Prospect Avenue
   f. Third Avenue & Comstock Street
2. Installing Driver Feedback (Your Speed Is) signs at the intersections of:
   a. Fourth Avenue & Central Avenue
   b. Fourth Avenue & Jeffrey Street
   c. Third Avenue & Central Avenue
   d. Third Avenue & Bridge Street
3. Replacing the Existing Traffic Signal at Third Avenue & Pine Street

Problem Statement per SRTS 2018 – City of Asbury Park Safe Route Grant Application

"…obstacle to pedestrian safety and walking to school is speeding along Third and Fourth Avenues. Since both streets are designated as through streets due to the original design of the City, these streets are often used as cut-through avenues for east-west traffic. The City has repaved Fourth Avenue with bicycle lanes and high visibility crosswalks, along with speed limit markings on that street and Third Avenue, yet this has not fully addressed the speeding issue."

The grant application estimated the following major improvement items:

- Signal Reconstruction at Third Avenue & Pine Street $256,740.00
- Six Neighborhood Roundabouts $150,380.00
- Bike Lanes on Third Avenue $24,000.00
- Vehicle Activated Traffic Calming Signs $48,000.00
- School Crossing Signage $6,400.00

We recommend reviewing project constraints; assessing impacts and necessary improvements so that the construction needs and the related grant award cost estimate can be updated.

Proposal Assumptions:

1. Our proposal is based upon discussions/direction provided at the January 14, 2020 proposal kickoff meeting and field visit with representatives from the New Jersey Department of Transportation and City of Asbury Park.
2. The Grant Application included a Construction Cost Estimate (September, 2018) of $485,520.00.
3. The 'responsible charge' for this project will be Michael Manzella, Director of Transportation / Deputy City Manager, City of Asbury Park. Mr. Manzella will be our main contact for the City of Asbury Park.
4. The NJDOT Bureau of Local Aid main contacts for both NV5 and the City of Asbury Park will be: Julie Seaman (Trenton) and Deval Desai (NJDOT Local Aid District III).

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

5. Environmental Assumptions:
   - The project is not located within a flood zone or other environmentally sensitive area. For these reasons, no environmental permitting is anticipated with the exception of Soil Erosion and Sediment Control Plan Certification.
   - No Environmental Justice issues are anticipated.
   - NV5 has provided services to assist NJDOT as "if and where directed" to prepare the Categorical Exclusion Document (CED).
6. Where sidewalks cannot be installed at five feet in width, passing spaces at least five feet in width must be provided at reasonable intervals. This width is needed for wheelchair users to pass one another or to turn around (AASHTO). We will assume 200 feet as the reasonable spacing distance, per other current SRTS guidelines.
7. The goal is to avoid/minimize the need for right-of-way (ROW). Limited detailed ROW design services are included in this project as described in our scope of services. Tax maps indicate the existing ROW varies but appears to be 100' wide through most of the project area. This is approximately 25' off of the existing curb line. Easements may be required at the intersection of Third Avenue and Pine Street for traffic signal equipment. For proposal purposes, we have assumed these minor ROW services are required and documents needed.
8. The goal is to avoid/minimize utility relocation. Based upon the field visit, it appears no utility relocation will be required to accommodate the minimum width sidewalk. Sidewalk will be widened around utility poles to accommodate the minimum with. Once basemaps are prepared and options considered, impacts will be assessed. If utility services are required beyond those outlined in this proposal, NV5 can provide utility services as an item of extra work.
9. Public Involvement will include a Public Information Center (PIC) meeting in both Preliminary and Final Design. It is assumed that representatives from City Public Works, City Police, City Fire / EMS and City Council may attend the PIC and also may attend status meetings.
10. NV5 may provide Construction Engineering Support Services, but not inspection. Inspection services would be separate from this project proposal.

II. Scope of Work

The following scope is based upon Activities from NJDOT's latest Preliminary Engineering (PE) and Final Design (FD) and Construction Engineering procedures and follows the respective activity numbers.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

City of Asbury Park
Safe Routes to School Design Assistance
Traffic Calming, Bike and Pedestrian Safety Upgrades
Third Ave & Fourth Ave between Prospect Ave and Comstock St

Proposal for Professional Services
Preliminary Engineering
Scope of Services – June 2020

Preliminary Engineering (PE)
Note: This project is currently starting in the PE Phase. Concept Development (CD) services were not conducted.

Initiate Preliminary Engineering (3005)
NV5 will attend a kickoff meeting attended by the City of Asbury Park and NJDOT Local Aid to discuss the project scope of services and commence Preliminary Engineering (PE). This will also include a field review by NV5 staff.

NV5 will gather any additional data and information needed. The data may include the following:

- As builts, Base Maps
- Traffic Signal Plans, Electrical Plans
- Jurisdictional Maps and Agreements
- ROW and Access
- Utility information
- Environmental Data

Survey and ROW Services Please see attached Amercom Proposal for details on these tasks:

Prepare Control Survey Report (3015)
Conduct Topographic Survey (3020)
Prepare Base Maps (3025) (ROW efforts)
ROW Report (3110) and Initiate ROW Impact Plan (3115)
Hold ROW Kickoff Meeting (3120) and Prepare Initial ROW Estimate (3125)
These services (3120 and 3125) are not anticipated as fee acquisitions are intended to be avoided.

Utility Services:

Prepare Utility Base Plans (3035)
This effort will be limited to areas of potential conflict which proposed improvements. Utility owners with facilities within Asbury Park include:

- Water: New Jersey American Water
- Sewer: City of Asbury Park Public Works
- Electric: JCP&L
- Natural Gas: NJ Natural Gas Company
- Phone Service: Verizon Communications
- Cable TV: Monmouth Cablevision

Utility base plans will be prepared from field survey data to show existing surface utility facilities. A field review will be conducted to depict the overhead facilities on the utility base plans. These plans will serve as the base plans for the alternatives of accommodation and the Utility Agreement Plan. Utility base plans will be prepared as part of Activity 3025 above.

Establish Utility Engineering Funding (3040)
Utility funding is not reimbursable and therefore this task is not included in this proposal.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

Send Utility Verification Request Letter (3045)
NV5 will confirm the utility companies serving the study area through a field investigation. In addition to the field investigation, NV5 will identify the Regional utility owner contacts and send a letter to the respective utility companies, along with two sets of the utility base plans, requesting they confirm and identify their existing facilities within the project area.

Prepare Utility Agreement (3050)
The goal is to avoid utility impacts. A Utility Agreement is not anticipated for this project. If required, would be coordinated by the City.

Update Base Plans & Identify Conflicts (3055)
We will coordinate with the affected utility companies and incorporate the collective utility company comments onto the base maps. The intent is to avoid utility impacts. We will identify potential utility conflicts between existing utility facilities and proposed design.

Execute Utility Agreement (3060)
Utility Agreements may be required. If required, conducted by others.

Conduct Subsurface Utility Engineering (3080)
If a conflict is anticipated, subsurface utility engineering (SUE) would be an item of extra work to determine exact locations (horizontal and vertical) in an effort to avoid the impact..

There are cases where existing valves and manholes are located where pavement grading and/or new sidewalk is proposed. Valves/manholes will need to be reset (extensions).

Prepare Preliminary Drainage Design (3085) / Assess Known Environmental Constraints – Limited Services
Existing drainage will not be modified except in the locations where impacts cannot be avoided such as where proposed curbing modifies stormwater collection. Project improvements are anticipated to be limited to sidewalk/curb ramp reconstruction. Noncompliant drainage will be replaced with ECO type curb headers and bicycle safe grates. The increase in impervious area and disturbance will be reviewed. Based upon approximate calculations using proposal assumptions, the proposed improvements would result in under the 0.25 acre increase in impervious area threshold. If this threshold is exceeded, stormwater management measures would be required, which is beyond the scope of this proposal.

Environmental constraints will be assessed using desktop GIS tools of known constraints and field observations (no testing or delineations).

Although NV5 will properly design inlets and drainage piping within the project limits (where required), we will not perform Hydrologic/ Hydraulic Assessment of the existing drainage collection/conveyance system.

Determine Traffic Engineering Facility Locations (3090)
NV5 will conduct weekday morning (6 AM to 9 AM), weekday evening (2 PM to 7 PM), and Saturday mid-day (10 AM to 3 PM) traffic counts at the intersection of Third Avenue & Pine Street to facilitate the determination of the traffic signal timing for the redesigned signal. Intersection analysis will be completed using Synchro V10. This task also includes determination of signal pole locations for the proposed signal as well as identifying any underground or overhead utility conflicts for the proposed signal equipment and make every effort to avoid utility impacts.

Prepare Preliminary Roadway Plans (3070)
In order to support obtaining an approved CED, NV5 will prepare preliminary roadway plans of the proposed improvements.

The preliminary roadway plans are anticipated to include the following sheets:

- Key Sheet
- Plan Sheet Index
- Construction Plans
- Traffic Signing & Striping Plans
- Details (Curb ramps, etc.)

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

- Traffic Signal Plan
- Traffic Control and Staging Plans

Update Preliminary Detour and Construction Staging Plans (3130)
NV5 will prepare preliminary construction staging plans that reflect Preliminary Engineering (PE) design. Shoulder and single lane closings are anticipated. Roadway detours are not anticipated. We will prepare a construction sequence narrative and prepare a preliminary construction schedule with anticipated construction stage durations. It is noted that scheduling will be coordinated with school schedule to minimize conflicts. Pedestrian staging and/or detour plans will be required.

Prepare Construction Cost Estimate (3135)
NV5 will prepare a Construction Cost Estimate using NJDOT software and utilizing the plans developed during preliminary engineering activities.

Finalize Project Plan (3165)
NV5 will coordinate with NJDOT Local Aid and meet with respective Subject Matter Experts (if needed) and the City of Asbury Park to review project plan and address comments.

Prepare Final Design Scope Statement (3170)
This task is not applicable since it is a Local Aid Project.

Prepare CED (3870) (If and Where Directed)
If directed by NJDOT, NV5 will assist or take the lead preparing the CED document with input from the City of Newark and NJDOT. The CED document will include source materials necessary to complete an environmental, cultural, and social resources constraints inventory and impact assessment. The most recent NJDOT CED Form will be completed and supplemented with documentation as required. A draft CED document will be submitted to the City of Asbury Park and NJDOT for review. NV5 will revise the CED document accordingly and resubmit the final version to the NJDOT and Federal Highway Administration (FHWA) for approval. If required, a Programmatic Section 4(f) Statement for cultural resources will be prepared and is included in this scope.

It is assumed the necessary public outreach activities will be fulfilled by the Public Information Centers conducted as part of this scope of services. If additional outreach is needed, it can be conducted as an item of extra work.

CED Form Outline
All applicable sections of the CED form will be completed.

I. General Information
II. Project Description
   A. Project Need
   B. Proposed Improvements
   C. Right-of-Way Taking
III. Environmental Considerations
   A. Noise
   B. Air Quality
   C. Potential Environmental Constraints
   D. Anticipated Environmental Permits/Coordination
   E. Cultural Resources
   F. Section 4(f) Involvement
      Section 1: Historic Sites
      Section 2: Historic Bridges
      Section 3: Publicly Owned Park, Recreation Area, Wildlife or Waterfowl Refuge
      Section 4: Independent Walkway and Bikeway construction Projects
   G. Hazardous Materials and Landfills
   H. Socioeconomics
   I. Environmental Justice
   J. Public Reaction
   K. Environmental Commitments

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

Environmental Constraints

The project area is located on Third and Fourth Avenues between Prospect Avenue and Comstock Street. This area is principally residential with shade tree plantings along the roads. The Bradley Elementary School is located on Third Avenue between Pine Street and Comstock Street. Based on a preliminary review of existing mapping and secondary sources, environmentally sensitive areas do not appear to be located in the project area. The proposed improvements are located within previously developed areas adjacent to residential properties and the Bradley Elementary School.

Based on a preliminary review of existing mapping and other secondary sources, environmental constraints including threatened and endangered species habitat, wetlands, streams, the 100-year floodplain and riparian zones do not appear to be within the project limits and at the closest point are approximately 250-feet to the north. These resources are associated with Hollow Brook, a tributary to Deal Lake. Shade tree removal appears to be an issue that could be of concern and if warranted will be addressed in the CED.

Further studies including additional secondary source data collection, agency coordination and a field investigation will be performed to confirm the presence/absence of all environmental constraints listed on the CED form, and whether any components of the project will result in impacts.

The presence/absence of wetlands within 150 feet of proposed activities will be performed according to the methodology outlined in the 1989 *Federal Manual for Identifying and Delineating Jurisdictional Wetlands*. The *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region* will be referenced for wetland plant indicator status and regional soil characteristics.

A NJDEP Natural Heritage Database Letter will be requested to determine the presence of state listed species and species of special concern.

Based on the information obtained through secondary sources, NV5 will perform an abbreviated threatened and endangered species habitat suitability assessment of the project area.

Environmental Constraints Assumptions

- It is assumed a wetland/open water delineation is not required. If observed, the approximate location of wetlands and/or State open waters will serve as the basis for assessment. If a wetland delineation/open water delineation is required, NV5 will prepare and submit a supplemental cost proposal for additional work
- It is assumed suitable habitat for threatened and endangered species is not present in the immediate vicinity of the proposed activities. If identified, the approximate extent of suitable habitat will serve as a basis for assessment. If required, NV5 will prepare and submit a supplemental cost proposal to perform a targeted survey for threatened and endangered species as additional work.
- It is assumed there will be no encroachment upon Green Acres and other open space properties.

Cultural Resources

NV5's Cultural Resource Unit has received guidance from the New Jersey Historic Preservation Office (NJHPO) as to how the initiation of the cultural resource process for the completion of CEDs is to be streamlined for the Department and the City of Asbury Park. Initial investigations will be limited to the identification of previously identified and recorded cultural resources, both archaeological and historic architectural, as documented on LUCY, NJHPO's Cultural Resources GIS Inventory, along with a cursory consideration of cultural resource potential not yet identified or recorded – no additional research or an in-field reconnaissance will be required. The results of this research effort are to be submitted to NJHPO in the form of a letter with appropriate supporting documentation, with said letter to also be incorporated as part of the CED for the Asbury Park SRTS project. This documentation will include plans depicting only those project actions that will potentially impact identified cultural resources – full plan sets are not required. Opinions as to the significance of potential impacts and the need for any further cultural resource investigations will be provided. NV5 will complete the necessary research and the required letter as a draft for submission to the Department for review and finalization.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

Cultural Resources Assumptions:

- It is assumed a Programmatic Section 4(f) document may be required, therefore we have included costs to prepare a Programmatic Section 4(f) for review and approval.
- It is assumed a Memorandum of Agreement will not be required. In the event additional cultural resources studies are necessary to obtain a final Eligibility and Effect Determination from SHPO and, if needed, a Memorandum of Agreement will be entered into as extra work. Should additional cultural resource investigations be required, NV5 Inc. will prepare and submit a supplemental cost proposal to the City of Asbury Park.

Hazardous Screening Study

NV5 will perform a Hazardous Screening Study (HSS) for proposed improvement areas. The HSS will assess potential Areas of Concern (AOCs) that could impact improvements. The following tasks will be conducted:

- Regulatory Records Review
- Historical Records Review
- Site Reconnaissance

Hazardous Screening Limitations/Assumptions

The scope of work detailed above is based on the following assumptions:

- HSS findings will be provided within CED documents. A separate report of findings will not be prepared.
- NV5 will have unencumbered access to all work areas during the field inspection. All property access agreements will be the responsibility of the City of Asbury Park
- This proposal does not include performing a Site Investigation (i.e., collection of soil and groundwater samples and analytical analysis). Nor does it include a Vapor Intrusion Assessment, survey of asbestos, lead-based paint, and radon/methane gas studies.
- This SOW/cost estimate does not include obtaining and reviewing a Title Search.

Environmental Justice and Socioeconomics

No environmental justice issues are anticipated.

One of the goals of this project is to avoid/minimize the need for right-of-way (ROW). Tax maps indicate the existing ROW varies but appears to be 100' wide through most of the project area. This is approximately 25' off of the existing curb line. Easements may be required at the intersection of Third Avenue and Pine Street for traffic signal equipment.

CED Additional Assumptions and Exclusions

- Preparation of any regulatory permit applications are not included.
- Proposal does not include any Green Acres coordination or obtaining either Green Acres or State House Commission approvals.
- No Threatened/Endangered Species presence/absence studies included, only a database search and preliminary habitat review.
- A preliminary cultural resource screening only is included in this proposal. Given that a final SHPO eligibility and effect determination is required for the CED as well as agreement on any required mitigation, additional cultural resource study may likely be required to complete the CED. The scope of any additional studies would be determined via consultation with SHPO after completion of the preliminary cultural resource screening.
- This proposal assumes that no quantitative Air Quality and/or Noise studies will be required (only qualitative proposed).

Hold Public Information Center (3865)

NV5 will attend a Public Information center (PIC) which will be used to inform the public of the project and finalize the improvements to advance to Final Design. The City will secure a meeting location and send out announcement. NV5 will prepare meeting boards, attend the meeting and provide summary.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

PE Project Management, Schedule, DCR's , Status Meetings (2)

NV5 coordination / management services will include the coordination of preliminary design tasks, as well as with the in-house design departments; scheduling design efforts and monitoring project budgets to ensure the successful completion of scope tasks identified. Also included is the preparation of progress reports, evaluation of potential issues that could impact the project budget/schedule, review of expense charges, quality assurance and control, and review of monthly invoices. We will prepare a DCR (Document Communications Report).

We anticipate two (2) status meetings

For the duration of the project, NV5 will submit a progress report each month with the invoice. This report will include, but not be limited to the following:

- A detailed progress report of the work completed to date with the current invoice period highlighted.
- A summary of the costs incurred to date, amount remaining, and percentage complete.
- Any anticipated costs/tasks not initially included in the scope of work.
- Confirmation of upcoming submittals and any possible scheduling conflicts.

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City of Asbury Park
Safe Routes to School Design Assistance
Traffic Calming, Bike and Pedestrian Safety Upgrades
Third Ave & Fourth Ave between Prospect Ave and Comstock St

Proposal for Professional Services
Final Design
Scope of Services – June 2020

Final Design (FD) Services

The project goal is to avoid utility impacts. If impacts are unavoidable, the following services can be provided as items of extra work:

Develop Alternatives of Accommodation (4050)
Prepare Utility Owner Design Authorization Checklist (4055)
Prepare Utility Agreement Plans, Specifications and Estimates (4060)
Incorporate Utility Design in Contract Documents (4090)

Conduct Supplemental Surveys (4215)
Please see attached Amercom Proposal for details on this task.

The following design tasks are not anticipated and are not included in this scope of work:

Prepare Jurisdictional Limit Maps and Agreements (4100)
Develop Subsurface Exploration Program (4300) and Gather Subsurface Information (4305)
Complete Hydrologic & Hydraulic Analysis (4310)
Delineate Wetlands (4360)
Prepare Final Structures Documents (4160)

Prepare Soil Erosion and Sediment Control (SESC) Report, Plans and Application (4410)
NV5 will prepare the SESC plans and report to address areas requiring temporary and permanent erosion controls. In addition, the application for plan certification will be completed and submitted to the district. Review comments will be addressed as necessary.

The following design tasks are not anticipated and are not included in this scope of work:

Prepare Permit Application (4385)
Secure Permits (4395)
Conduct Contamination Site Investigation (Initial Sampling) (4520)
Complete Environmental Plans (4585)

Review Access Cut-Outs (4710)
The project does involve several driveways but the intent is sidewalk construction. NV5 will assume existing driveway configuration will remain and driveways will not be modified beyond the public right of way unless directed otherwise by the City of Asbury Park. NJDOT type access cut-outs are not anticipated.

Prepare Final Roadway Plans (4220)
NV5 will update the preliminary roadway plans that were prepared in Preliminary Engineering to produce the final roadway plans. The final roadway plans are anticipated to include:

- Key Sheet
- Estimate – Distribution of Quantities
- Plan Sheet Index
- Typical Sections
- Construction Plans
- ADA Ramp Construction Plans (1"-10') and details
- Traffic Control and Staging Plans (vehicular & pedestrian)

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

- Profiles and sections in areas of new sidewalks and modified driveways
- Soil Erosion and Sediment Control Plans
- Ties & Grades
- Construction Details
- Traffic Signing & Striping Plans
- Traffic Signal Plan
- Traffic Control and Staging Plans
- Electrical Plans
- Landscape Plans (not separate plans, replanting of grass to be shown on construction plans)
- Traffic Striping and Signing Plans
- Details (Curb ramps, etc.)

This scope assumes up to 24 ADA ramps will be designed as part of the project, including:

- 8 Ramps at Third Avenue & Prospect Avenue
- 8 Ramps at Third Avenue & Pine Street
- 8 Ramps at Third Avenue & Comstock Street

Complete Traffic Signal, Signing and Striping Plans (4240)
Plans will include a replacement signal at the intersection of Third Avenue & Pine Street, roadway and crosswalk striping, and related roadway signage.

Complete Drainage Design (4270)
NV5 will complete the drainage design modifications required to accommodate proposed sidewalk and curb ramps. Associated details, quantities and costs will be prepared.

Develop Construction Cost Estimate (4275)
NV5 will develop the construction estimate utilizing the Construction Cost Estimating Guide.

Develop Specifications (4280)
NV5 will develop input for the Special Provisions using guidance provided by the latest Baseline Document Changes and Standard Specifications as modified by Asbury Park's 'boilerplate' specifications, which will be provided by Asbury Park.

Develop Construction Schedule (4285)
NV5 will develop schedule.

Prepare Final Design Submission Package (4290)
NV5 will prepare the Final Design (FD) Submission package for the City of Asbury Park and NJDOT Local Aid. The package may include:

- Transmittal letter indicating the distribution of all FD Submission deliverables
- Design Communications Report (DCR)
- Final Plans (prints only) with copies to the appropriate review units. Mylar sheets will be held by the designer so that any necessary revisions can be made as required by the FD Review and Plans, Specifications and Estimate (PS&E) processing activities
- Special Provisions - show all revisions required to the current Standard Input (SI)
- Engineer's Certification
- Utility Certification
- Right of Way Certification
- Railroad Certification
- Soil Erosion & Sediment Control Permit
- Construction Cost Estimate
- Construction Schedule

Conduct Title Search (4600), Prepare ROW Plans and Documents (4605), Prepare Pre-Final ROW Submission (4615), Prepare Final ROW Submission (4625)
Please see attached Amercom Proposal for details on these tasks.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

Resolve Final Design Submission Comments (4830)
NV5 will update the contract documents, utilizing the Final Design Submission (FDS) comments.

Submit PS&E Package (4840)
NV5 will prepare and submit the Plans, Specifications and Estimate (PS&E) package. In addition to the project plans, specifications and estimate, the PS&E package will include:

- Pre-bid Final Submission
- Signed Mylars
- 2 sets of signed & sealed prints
- Signed Specifications
- Designer PS&E Certification
- Construction Schedule
- ESBE Goal Memo
- Approved Design Communications Report
- Quantity Calculations and Design Calculations
- Digital data including all cad files (.DWG format), pdfs of all reports, .TIFF files of final contract plans

Hold Public Information Center
NV5 will attend a Public Information Center (PIC) which will be used to inform the public of the project and finalize the improvements to advance to Final Design. The City will secure a meeting location and send out announcement. NV5 will prepare meeting boards, attend the meeting and provide summary.

FD Status Meetings / Meeting Summary
We anticipate a total of three (3) status meetings which may also include a Local Officials meeting, school board meeting or meeting with City Council during final design.

FD Project Management, Schedule, DCR's
NV5 coordination / management services will include the coordination of final design tasks, as well as with the in-house design departments; scheduling design efforts and monitoring project budgets to ensure the successful completion of scope tasks identified. Also included is the preparation of progress reports, evaluation of potential issues that could impact the project budget/schedule, review of expense charges, quality assurance and control, and review of monthly invoices. Design Communications Report (DCR) will be prepared.

For the duration of the project, NV5 will submit a progress report each month with the invoice. This report will include, but not be limited to the following:

- A detailed progress report of the work completed to date with the current invoice period highlighted.
- A summary of the costs incurred to date, amount remaining, and percentage complete.
- Any anticipated costs/tasks not initially included in the scope of work.
- Confirmation of upcoming submittals and any possible scheduling conflicts.

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City of Asbury Park
Safe Routes to School Design Assistance
Traffic Calming, Bike and Pedestrian Safety Upgrades
Third Ave & Fourth Ave between Prospect Ave and Comstock St

Proposal for Professional Services
Construction Support
Scope of Services – June 2020

Construction Engineering Support (CE) Services

This Construction Support Services effort consists of the following tasks:

Bid Support (5030)
During the bid period, NV5 will review Contractor inquiries and prepare responses. All inquiries will be documented and responded to via addenda.

Review of Contractor Submittals (5120)
NV5 will review shop and working drawings and product submittals for general conformance with the contract documents.

Review of Contractor's Progress Schedules (5100)
NV5 will review the Contractor's preliminary CPM schedule and provide our comments to the City. Additional submittals (2 anticipated) of the preliminary schedule will be reviewed until approval and establishment of the Baseline CPM schedule. Schedule updates (5 anticipated) will also be reviewed and comments forwarded to the City.

Construction Consultation and Support (5100)
NV5 will provide consultation and recommendations in the interpretation of the contract documents and assist in developing solutions to unforeseen field conditions. For estimating purposes, we have assumed 80 hours for support services. Site meetings are considered separate and detailed below.

Pre-Construction Meeting (5080)
NV5 will attend one pre-construction meeting.

Site Meetings (5100)
NV5 will attend site meetings as requested by the City. Six (6) total meetings are anticipated. It is noted that these meetings may involve meetings with the contractor to address site issues or with residents regarding the work on the project.

Final Inspection (5170)
NV5 will attend one final inspection walk-through and prepare a corrective action list of noted deficiencies.

As-Built Plan Preparation (5170)
NV5 will provide the required coordination, CADD services and reproduction services associated with the transfer of as-built information onto the plan sheet mylars.

Project Coordination
Project coordination tasks will consist of the following:
- Establish and monitor project budgets.
- Prepare monthly progress reports.
- Coordinate with City staff to ensure timely responses to submissions and requests for information.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

NJ 15
ASBURY PARK
MAPPING LIMITS
JANUARY 2020
APPROXIMATE
SURVEY LIMITS
BRADLEY ELEMENTARY
SCHOOL
FIRST AVENUE
SECOND AVENUE
THIRD AVENUE
FOURTH AVENUE
FOURTH STREET
FIFTH STREET
SIXTH STREET
SEVENTH STREET
EMERSON AVENUE
ASBURY AVENUE
BROADRACE AVENUE
DEWAMAND AVENUE
CENTRAL AVENUE
PARK AVENUE
NORTH AVENUE
VEHICLES ONLY AT
FOURTH STREET
LITTLE SILVER
FOURTH STREET LOCATION
100'
50'

NV5, Inc.
SRTS Asbury Park
Updated: 06/18/2020

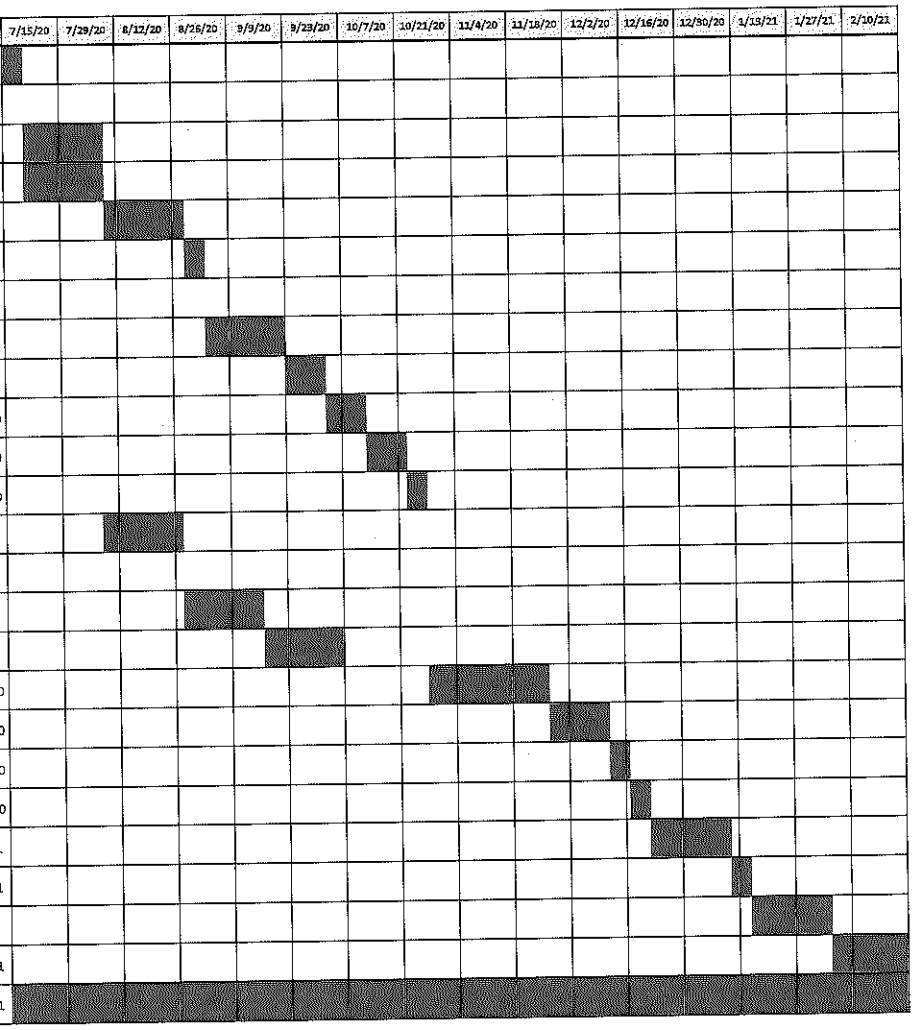
PRELIMINARY ENGINEERING DESIGN SCHEDULE

Traffic Calming, Bike and Pedestrian Safety Upgrades, Third Ave & Fourth Ave between Prospect Ave and Comstock St • Preliminary Engineering Phase

PROGRESS PRINT
JUNE 18, 2020
Draft to be updated at Notice to Proceed (NTP)

APPROXIMATE START DATE (NOTICE TO PROCEED) : 7/15/2020

#	Activity #	Task Description	# Calendar Days	Start Date	End Date
1	3005	Initiate Preliminary Engineering / Kickoff	5	7/15/2020	7/19/2020
2	~	Survey Services [See AmerCom Proposal]:	~		
3	3015	• Prepare Control Survey Report	20	7/20/2020	8/8/2020
4	3020	• Conduct Topographic Survey	20	7/20/2020	8/8/2020
5	3025	• Prepare Base Maps (ROW efforts)	20	8/9/2020	8/28/2020
6	~	Status Meeting	5	8/29/2020	9/2/2020
7	~	Utilities:	~		
8	3035	• Prepare Utility Base Plans	20	9/3/2020	9/22/2020
9	3045	• Send Utility Verification Request Letter	10	9/23/2020	10/2/2020
10	3055	• Update Base Plans & Identify Conflicts	10	10/3/2020	10/12/2020
11	3085	Prepare Preliminary Drainage Design / Assess Known Envirn. Constraints [Limited]	10	10/13/2020	10/22/2020
12	~	Status Meeting	5	10/23/2020	10/27/2020
13	3090	Determine Traffic Engineering Facility Locations	20	8/8/2020	8/27/2020
14	~	Right of Way [AmerCom Proposal]:	~		
15	3110	• Prepare ROW Report	20	8/28/2020	9/16/2020
16	3115	• Initiate ROW Impact Plan	20	9/17/2020	10/6/2020
17	3070	Prepare Preliminary Roadway Plans	30	10/28/2020	11/26/2020
18	3130	Update Preliminary Detour and Construction Staging Plans	15	11/27/2020	12/11/2020
19	~	Status Meeting	5	12/12/2020	12/16/2020
20	3135	Prepare Construction Cost Estimate	5	12/17/2020	12/21/2020
21	3165	Finalize Project Plan	20	12/22/2020	1/10/2021
22	~	Status Meeting	5	1/11/2021	1/15/2021
23	3870	Prepare CED	20	1/16/2021	2/4/2021
24	3865	Hold Public Information Center	20	2/5/2021	2/24/2021
25	~	PE Project Management, Schedule, DCR's	224	7/15/2020	2/24/2021



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Consulting Engineers
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Main Phone 973-402-6111
Fax 973-588-7020
www.amercomcorp.com

March 9, 2020

Denice daCunha, PE
Supervising Engineer
NV5, Inc.
7 Campus Drive, Suite 300
Parsippany, NJ 07054

Re: Asbury Park Safe Routes to School Program
Scope of Work- Preliminary Engineering

Dear Denice:

Our scope of work detailed below will provide for Preliminary Engineering services based on conceptual designs to be advanced by NV5. Work will be completed in accordance with current NJDOT Design Phase Guidelines. Specific work activities required are detailed below.

Prepare Control Survey Report (3015)

The control survey for the project will be completed and a control survey report will be prepared. The report will document the control survey and data required to establish primary survey controls. AmerCom will submit it to the Geodetic Survey Unit for review and comment. Amercom will address comments and resubmit the report to the Geodetic Survey Unit for approval.

Conduct Topographic Survey (3020)

Topographic/Planimetric Survey

A topographic survey will be conducted based on the limits detailed on the attached plan. We will survey all existing planimetric features through the mapping limits. Visible surface utilities, drainage features and inverts will be obtained. Inlets that are clogged will be noted but will not have inverts obtained.

Deed Research

Amercom will research the deeds, file maps, tax maps and other pertinent records through the project limits in order to establish the ROW and property lines at properties with potential ROW impacts. We will utilize the services of a Title Search company to assist in obtaining the deeds. We will obtain existing deeds for those properties with anticipated impacts and adjacent properties to properly establish the ROW mosaic. Approximately 14 deeds will be required. Survey of any properties will be completed during Final Design.

Prepare Base Maps (3025)

AmerCom will process the survey data, prepare a digital terrain model and prepare the base mapping in accordance with NJDOT standards. Existing ROW will be based on tax maps and available as-built data where ROW impacts are not anticipated. In locations where ROW impacts are anticipated, property lines will be based off of deeds obtained.

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Prepare ROW Report (3110)

A ROW report will be prepared for the project. The report will summarize all potential ROW impacts and include a short description of the impact and why the impact is required.

Initiate ROW Impact Plan (3115)

The existing ROW and property mosaic prepared by Amercom under activities 3020 and 3025 will be used to identify the areas of right of way impacts on the plans and summarize the total right of way impacts for estimating purposes. It is anticipated that a total of 4 parcels will have ROW impacts at the project site. Documents to be prepared by AmerCom in accordance with the NJDOT ROW Engineering Manual under this activity are estimated to be as follows:

ROW Impact Plans at Project Site

- Key Map (1 plan)
- Preliminary Entire Tract Map (1"=100') (1 plan)
- Preliminary General Property Parcel Map (1"=30') (2 plans)

Our cost for this work is shown on the attached hourly cost breakdown. Thank you for this opportunity and please feel free to contact me with any questions.

Very truly yours,
AmerCom Corporation

Mark V. Sheptock, P.E.
Vice President

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

Asbury Park Safe Routes to School Program
Proposal for Preliminary Engineering
March 9, 2020

AmerCom Corp.
Consulting Engineers
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WORK ACTIVITY	Description of Tasks	Surveyor P-IV HRS.	Engineer P-II HRS.	Jr. Engineer P-I HRS.	Princ. Tech ET-4 HRS.	Total HRS.
3015	*Prepare Control Survey Report*					
	Establish Survey Control Network	4	16	16		36
	Prepare Survey Report	16				16
3020	*Conduct Topographic Survey*					
	Topographic/Planimetric Survey	16	64	64		144
	Deed research	4				4
3025	*Prepare Base Maps*					
	Prepare Base Mapping and DTM	24			64	88
	Establish ROW & Property Lines	24				24
3110	*Prepare ROW Report*					
	Prepare ROW Report	24				24
3115	*Initiate ROW Impact Plan*					
	Key Map	2			8	10
	Prelim ETM	8			16	24
	Prelim GPPM	16			16	32
TOTAL MAN-HOURS		138	80	80	104	402
HOURLY RATE		$ 62.00	$ 40.50	$ 29.74	$ 41.51	
SUB TOTAL COST		$ 8,556.00	$ 3,240.00	$ 2,379.20	$ 4,317.04	$ 18,492.24

COST SUMMARY

Labor		
Direct Labor	$ 18,492.24	
Overhead @ 166.43%	$ 30,776.64	
Fee @ 18% of DTL	$ 3,328.60	
	Labor subtotal	$52,597.48
Expenses		
Postage, Reproduction & Tolls	$ 200.00	
MPT @ 1 day	$ 2,500.00	
Deed Research	$ 1,000.00	
	Expense subtotal	$ 3,700.00
	TOTAL =	**$56,297.48**

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

APPROXIMATE SURVEY LIMITS
NV5
ASBURY PARK MAPPING LIMITS JANUARY 2020
BRADLEY ELEMENTARY SCHOOL
FOURTH AVENUE
THIRD AVENUE
SECOND AVENUE
FIRST AVENUE
EDWARD AVENUE
DRUMMOND AVENUE
PROSPECT AVENUE
DEWEY STREET
CENTRAL AVENUE
LONG BRANCH AVENUE
LIMITS OF FOURTH STREET LOCATIONS
LIMITS OF FIRST STREET LOCATIONS
50'
0
100'
200'

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March 9, 2020

Denice daCunha, PE
Supervising Engineer
NV5, Inc.
7 Campus Drive, Suite 300
Parsippany, NJ 07054

Re: Asbury Park Safe Routes to School Program
Scope of Work- Final Design

Dear Denice:

Our scope of work detailed below will provide for Final Design services. Work will be completed in accordance with current NJDOT Design Phase Guidelines. Specific work activities required are detailed below.

Conduct Supplemental Surveys (4215)
Amercom will conduct a supplemental survey for any areas not addressed in previous surveys. Supplemental survey information obtained will be added to the base maps. A maximum of 3 crew days have been allotted for this task.

Conduct Title Search (4600)
AmerCom will coordinate the work of a title search company that we will use to complete title searches. It is estimated 8 impacted properties are on this project that will require title searches. AmerCom will address any questions they may have in order to complete the Title search.

Prepare ROW Plans and Documents (4605)
Amercom will prepare and submit ROW documents. ROW impacts are anticipated at a total of 4 parcels. Documents required for ROW are as shown below.

- Key Map (1 plan)
- Entire Tract Maps (1 plan)
- General Property Parcel Maps (2 plans)
- Tie /Alignment Sheets - three point ties to survey control points will be put into plan sheet format along with alignment data (2 plans)
- Tabulation Sheets (1 plan)
- Individual Parcel Maps (4 plans)
- Parcel Descriptions (4)

Prepare Pre-Final ROW Submission (4615)
AmerCom will attend the ROW review meeting. We will address all comments received regarding ROW documents. We will update and submit these documents as per the comment resolutions.

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Prepare Final ROW Submission (4625)
AmerCom will review and update the right of way documents as per comments received from the Pre-Final submittal. AmerCom will prepare final documents.

Hold ROW Acquisition Kickoff Meeting (4635)
Activity not required.

Acquire ROW (4670)
Activity not required.

Our cost for this work is shown on the attached hourly cost breakdown. Thank you for this opportunity and please feel free to contact me with any questions.

Very truly yours,
AmerCom Corporation

Mark V. Sheptock, P.E.
Vice President

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

Asbury Park Safe Routes to School Program
Proposal for Final Design
March 9, 2020

AmerCom Corp.
Consulting Engineers
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WORK ACTIVITY	Description of Tasks	Surveyor P-IV HRS.	Engineer P-II HRS.	Jr. Engineer P-I HRS.	Princ. Tech ET-4 HRS.	Total HRS.
4215	*Conduct Supplemental Survey*					
	Topographic/Planimetric Survey	4	24	24		52
	Update Base Mapping and DTM	16			8	24
4600	*Conduct Title Search*					
	Title search coordination	4				4
4605	*Prepare ROW Plans and Documents*					
	Key Map	1			8	9
	ETM	6			12	18
	GPPM	16			32	48
	Tie/Alignment plans	16				16
	Tabulation Sheet	4			6	10
	IPM's	16			32	48
	Parcel Description	12				12
4615	*Prepare Pre-Final ROW Submission*					
	Pre-Final ROW	24			40	64
4625	*Prepare Final ROW Submission*					
	Final ROW	16			24	40
TOTAL MAN-HOURS		135	24	24	162	345
HOURLY RATE		$ 62.00	$ 40.50	$ 29.74	$ 41.51	
	SUB TOTAL COST	$ 8,370.00	$ 972.00	$ 713.76	$ 6,724.62	$ 16,780.38

COST SUMMARY

Labor		
Direct Labor	$ 16,780.38	
Overhead @ 166.43%	$ 27,927.59	
Fee @ 18% of DTL	$ 3,020.47	
Labor subtotal		$47,728.44
Expenses		
Postage, Reproduction & Tolls	$ 1,000.00	
Title Search	$ 2,500.00	
Expense subtotal		$ 3,500.00
TOTAL =		**$51,228.44**

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

APPENDIX H
Cost Estimate

SRTS 2018 City of Asbury Park
Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue
Proposal for Professional Design Services

June 19, 2020 - NV5

TASK	ACTIVITY NO.	P7 PROJECT MANAGER / SUPERVISING ENG	P7 DIRECTOR, TRAFFIC ENGINEERING	P5 PRINCIPAL ENGINEER/ SUPERVISING ENV SPECIALIST	P7 CHIEF OF SURVEY	P4 SENIOR SURVEYOR PARTY CHIEF	P4 SENIOR ENGINEER	P3 ASSISTANT ENGINEER / ENV SPECIALIST	(2, ET4) 2 MAN SURVEY CREW	ET5 PRINCIPAL ENG TECH / CADD	TOTAL HOURS	Subtotals
PHASE I - PRELIMINARY ENGINEERING												
Initiate Preliminary Engineering /Project Kickoff Meeting / Field Inventory	3005	16	4				14	10			44	$2,674.23
Survey Services - See AmerCom Proposal - NV5 Coordination only		2					4				6	$357.23
Prepare Control Survey Report (Not included -Waiver will be requested)	3015										See AmerCom Proposal	
Conduct Topographic Survey	3020										See AmerCom Proposal	
Prepare Base Maps	3025										See AmerCom Proposal	
Prepare Utility Base Plans	3035				2		10				12	$631.56
Send Utility Verification Request Letter	3045						10				10	$468.14
Update Base Plans & Identify Conflicts	3055						6	8			14	$536.08
Prepare Preliminary Drainage Design / Assess Known Environmental Constraints	3085	6		4			40	14			64	$3,175.08
Determine Traffic Engineering Facility Locations	3090	2	10				40			10	62	$3,416.72
Prepare ROW Report and Impact Plan	3110 &3115	2		4			4	4		4	18	$1,040.51
Prepare Preliminary Roadway Plans	3070	10		4			40	30			84	$4,025.44
Update Preliminary Detour and Construction Staging Plans	3130		2				20	10			32	$1,425.27
Prepare Construction Cost Estimate	3135	2	1				4	4			11	$569.83
Finalize Project Plan / Project Team Meeting	3165	8		6			6				20	$1,479.80
Prepare CED - See If and Where Directed	3870											
Hold Public Information Center #1	3865	10	6	6			18			4	44	$2,931.22
PE Project Management / Coordination, Schedules, DCRs , Status Meetings (2)		32	12	4			10				58	$4,553.82
	Work-Hour Totals	90	35	28	2		226	80		18	479	$27,284.93
	June 2020 rates	$84.99	$85.00	$86.50	$81.71	$50.69	$46.81	$31.90	$77.51	$52.42		
	Direct Labor (Salary)	$7,649.10	$2,975.00	$2,422.00	$163.42		$10,579.85	$2,552.00		$943.56	$27,284.93	$27,284.93

PE "If and Where Directed" Prepare CED		PROJECT MANAGER / SUPERVISING ENG	ENV / SRVY DIRECTOR	SUPERVISING CULURAL RES. SPEC	SPV. HAZ SPEC	SPRV. ENV / SPEC	PR. ENV. SPEC		ENV TECH	HAZ TECH		
1. Project Administration/Management/QA		2	3		4	2					11	$926.82
2. Secondary source data collection, research, constraints mapping and NHP/USFWS documentation			1			1	4		20	28	54	$2,002.54
3. Field recon. to confirm data collection results (Environ / Hazardous)									12	12	24	$836.76
4. Cultural Resource Preliminary Screening				28							28	$2,012.08
5. Prepare Programmatic Section 4(f) Document (if required)				10	3						13	$971.17
6. Prepare CED			2	4		5			10	10	31	$1,471.08
	Work-Hour Totals	2	6	42	7	8	4		42	50	161	$8,220.45
	June 2020 rates	$84.99	$102.52	$71.86	$84.19	$56.26	$50.61		$38.89	31		
	Direct Labor (Salary)	$169.98	$615.12	$3,018.12	$589.33	$450.08	$202.44		$1,633.38	$1,542.00	$8,220.45	$8,220.45

June 19, 2020 - NV5

SRTS 2018 City of Asbury Park

Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue

Proposal for Professional Design Services

Direct Expense Summary

	PE	PE CED Services (If and where directed)
Mileage (Personal Vehicles)	$750.00	
Reproduction Services (Color Plots, Copies, Mylars, Etc.)	$500.00	
Permit Fees: Not yet determined and not included in this estimate. Assume covered by others	not included	
Mileage		$130.00
NHPdatabase Search		$70.00
Photographs & Reprod.		$75.00
EDR database search		$2,000.00
Local filing/NJDEP fees		$50.00
Miscellaneous		
Express Mail	$100.00	
Misc.	$100.00	
Assume PIC invitation, notices and mailing from City	not included	
Total	***$1,450.00***	***$2,325.00***

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

June 19, 2020 - NV5
SRTS 2018 City of Asbury Park
Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue
Proposal for Professional Design Services
Fee Summary

SRTS - Preliminary Engineering		CED If and Where Directed
NV5 Salaries	$27,284.93	$8,220.45
Overhead @ 143.85%	$39,249.37	$11,825.12
FCCM (Facilities Capitol Cost of Money) @ 0.29%	$79.13	$23.84
total overhead (144.14%) = interim+FCCM	**$39,328.50**	**$11,848.96**
Fixed Fee (Fee Factor =0.195)	$5,320.56	$1,602.99
Fee Factor Calculation: Size = small project = 15, Complexity = standard = 15, Duration = standard = 15, Risk level = Level 1 = 20 (15+15+15+20) = 65, 65/100 = 0.65*30 =19.5% of direct labor		
PE Direct Expenses	$1,450.00	$2,325.00
Total PE NV5 Fee	**$73,383.99**	**$23,997.40**
Subconsultant (Amercom)	$56,297.48	*If and Where Directed*
PE Total Fees	**$129,681.47**	**$23,997.40**

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

SRTS 2018 City of Asbury Park
Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue
Proposal for Professional Design Services

June 19, 2020 - NV5

TASK	ACTIVITY NO.	P7 PROJECT MANAGER / SUPERVISING ENG	P7 DIRECTOR-TRAFFIC ENGINEERING	P5 PRINCIPAL ENGINEER/ SUPERVISING ENV SPECIALIST	P7 CHIEF OF SURVEY	P4 SENIOR SURVEYOR PARTY CHIEF	P4 SENIOR ENGINEER	P3 ASSISTANT ENGINEER / ENV SPECIALIST	(2, ET4) 2 MAN SURVEY CREW	ET5 PRINCIPAL ENG TECH / CADD	TOTAL HOURS	Subtotals
PHASE II - FINAL DESIGN											AmerCom	
Conduct Supplemental Survey - See AmerCom Proposal	4215						30	15			55	$2,772.66
Prepare Soil Erosion and Sediment Control Report, Plans and Application	4410	10					3				5	$315.52
Prepare ROW Plans and Documents - See AmerCom proposal. NV5 Coordination only	4600, 4605, 4615	2									not anticipated	
Review Access Cutouts - Not anticipated	4710						60	40		22	156	$8,306.02
Prepare Final Roadway Plans	4220	14	8	12			60	10			82	$4,187.96
Complete Traffic Signal, Signing, and Striping Plans	4240	2	10				20	10			35	$1,702.54
Complete Drainage Design	4270	5					8				11	$640.25
Develop Construction Cost Estimate	4275		1	2			12				16	$911.94
Develop Specifications	4280	2	2				6				7	$368.43
Develop Construction Schedule	4285		1				20	16			41	$1,899.72
Prepare Final Design Submission Package	4290	1	4								AmerCom	
Conduct Title Search (4600), Prepare ROW Plans and Documents (4605), Prepare Pre-Final ROW Submission (4615), Prepare Final ROW Submission (4625) - See AmerCom	4600,4605 4615, 4625						4				6	$362.34
Resolve Final Design Submission Comments	4830	1	1				8				16	$1,074.87
Submit PS&E Package	4840	4	4				18				34	$2,243.34
Hold Public Information Center		10	6				20				52	$3,746.93
FD Coordination Meetings with City & NJDOT (Assume 3)		20	6	6			10				46	$3,619.56
FD Project Management / Coordination, DCRs		36										
	Work-Hour Totals	107	43	20			279	91		22	562	$32,152.09
	June 2020 rates escalated 3% to anticipated 2021 rates	$87.54	$87.55	$89.10	$84.16	$52.21	$46.81	$32.86	$79.84	$53.99	$32,152.10	$32,152.10
	Direct Labor (Salary)	$9,366.75	$3,764.65	$1,781.90			$13,060.97	$2,989.99		$1,187.84		

June 19, 2020 - NV5

SRTS 2018 City of Asbury Park

Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue

Proposal for Professional Design Services

Direct Expense Summary

	FD
Mileage (Personal Vehicles)	$250.00
Reproduction Services (Color Plots, Copies, Mylars, Etc.)	$1,500.00
Permit Fees: Not yet determined and not included in this estimate. Assume covered by others	not included
Mileage	
NHPdatabase Search	
Photographs & Reprod.	
EDR database search	
Local filing/NJDEP fees	
Miscellaneous	
Express Mail	$100.00
Misc	$100.00
Assume PIC invitation, notices and mailing from City	not included
Total	***$1,950.00***

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

June 19, 2020 - NV5
SRTS 2018 City of Asbury Park
Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue
Proposal for Professional Design Services
Fee Summary

SRTS - Final Design	
NV5 Salaries	$32,152.10
Overhead @ 143.85%	$46,250.80
FCCM (Facilities Capitol Cost of Money) @ 0.29%	$93.24
total overhead (144.14%) = interim+FCCM	**$46,344.04**
Fixed Fee (Fee Factor =0.195)	$6,269.66
Fee Factor Calculation: Size = small project = 15, Complexity = standard = 15, Duration = standard = 15, Risk level = Level 1 = 20 (15+15+15+20) = 65, 65/100 = 0.65*30 =19.5% of direct labor	
FD Direct Expenses	**$1,950.00**
Total FD NV5 Fee	**$86,715.80**
Subconsultant (AmerCom)	$51,228.44
PE Total Fee	**$137,944.24**

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

SRTS 2018 City of Asbury Park
Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue
Proposal for Professional Design Services

June 19, 2020 - NVS

TASK	ACTIVITY NO.	P7 PROJECT MANAGER / SUPERVISING ENG	P7 DIRECTOR, TRAFFIC ENGINEERING	P5 PRINCIPAL ENGINEER/ SUPERVISING ENV SPECIALIST	P7 CHIEF OF SURVEY	P4 SENIOR SURVEYOR PARTY CHIEF	P4 SENIOR ENGINEER	P3 ASSISTANT ENGINEER / ENV SPECIALIST	(2, ET4) 2 MAN SURVEY CREW	ET5 PRINCIPAL ENG TECH / CADD	TOTAL HOURS	Subtotals
PHASE III - CONSTRUCTION ENGINEERING SUPPORT SERVICES												
Bid Support	5030	8	2					12			22	$1,269.70
Review of Contractor Submittals	5120	1	4				8	4			17	$943.68
Review of Contractor's Progress Schedules	5100	2	2					8			12	$613.04
Construction Consultation and Support	5100	8	8				60				76	$4,209.53
Pre-Construction Meeting	5080	6	6					8			20	$1,313.39
Site Meetings	5100	6	6	30				12			54	$4,117.67
Final Inspection	5170	4		4				14			22	$1,166.54
As-Built Plan Preparation	5170	2	2				16				20	$1,099.20
Project Coordination		16	4								20	$1,750.84
	Work-Hour Totals	53	34	34			84	58			263	$16,483.57
	June 2020 rates escalated 3% to anticipated 2021 rates	$87.54	$87.55	$89.10	$84.16	$52.21	$46.81	$32.86	$79.84	$53.99		
	Direct Labor (Salary)	$4,639.60	$2,976.70	$3,029.23			$3,932.33	$1,905.71			$16,483.57	$16,483.57

June 19, 2020 - NV5

SRTS 2018 City of Asbury Park

Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue

Proposal for Professional Design Services

Direct Expense Summary

	CE
Mileage (Personal Vehicles)	$500.00
Reproduction Services (Color Plots, Copies, Mylars, Etc.)	$200.00
Permit Fees: Not yet determined and not included in this estimate. Assume covered by others	not included
Mileage	
NHPdatabase Search	
Photographs & Reprod.	
EDR database search	
Local filing/NJDEP fees	
Miscellaneous	
Express Mail	$100.00
Misc	$100.00
Assume PIC invitation, notices and mailing from City	n/a
Total	***$900.00***

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

June 19, 2020 - NV5
SRTS 2018 City of Asbury Park
Safe Routes to School Design Assistance - Fourth Avenue & Third Avenue
Proposal for Professional Design Services
Fee Summary

SRTS - Construction Engineering Support Services

NV5 Salaries	$16,483.57
Overhead @ 143.85%	$23,711.62
FCCM (Facilities Capitol Cost of Money) @ 0.29%	$47.80
total overhead (144.14%) = interim+FCCM	**$23,759.42**
Fixed Fee (Fee Factor =0.195)	$3,214.30

Fee Factor Calculation: Size = small project = 15, Complexity = standard = 15, Duration = standard = 15, Risk level = Level 1 = 20
(15+15+15+20) = 65, 65/100 = 0.65*30 =19.5% of direct labor

CE Direct Expenses	**$900.00**
Total CE NV5 Fee	**$44,357.29**
Subconsultant (AmerCom)	$0.00
CE Total Fee	**$44,357.29**

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

RESOLUTION NO. 2020-278

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION ACCEPTING AWARD OF A SAFE ROUTES TO SCHOOL GRANT AND ASSOCIATED DESIGN ASSISTANCE FROM NJDOT AND AUTHORIZING SIGNATORIES

WHEREAS, the City received notification from the New Jersey Department of Transportation that the City was awarded $500,000.00 from the Safe Routes to School Federal program (Federal Project No. TAP-D00S(415) for the installation of traffic calming, bike and pedestrian safety upgrades along Third and Fourth Avenues; and

WHEREAS, the City also received notification from the New Jersey Department of Transportation that the Federal Highway Administration (FHWA) authorized funding up to an amount of $153,678.87 for Design Assistance for the project; and

WHEREAS, the City, NJDOT and NV5 agreed on a scope of work and budget to conduct Preliminary Engineering (PE) activities for the project, which the authorization of funding is based upon; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey accepts the grant in the amount of $500,000.00 and the authorization of funding for Design Assistance for Preliminary Engineering in the amount of $153,678.87.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor, City Manager and City Clerk are hereby authorized to sign any and all documents associated with the grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution is to be forwarded to the Director of Transportation, City Clerk 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. 2020-278 which was finally adopted by the City Council at a meeting held on the 23rd day of September, 2020

CERTIFIED BY ME THIS 18th DAY OF September, 2020.

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Resolution 2020-278						
☑ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Seconder	☑	☐	☐	☐
	Yvonne Clayton	Mover	☑	☐	☐	☐
	Jesse Kendle	Voter	☑	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☑
	John Moor	Voter	☑	☐	☐	☐

Attachment: SRTS Agreement Execution 210126 (2021-173 : Accepting award of a SRTS grant and authorizing signatories)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-174
RESOLUTION TEMPORARILY RELAXING EXISTING ORDINANCES AND PROCEDURES ASSOCIATED WITH REVIEW AND APPROVAL OF TEMPORARY CANOPY FOR EXISTING RESTAURANTS AND FOOD ESTABLISHMENTS AND RETAIL BUSINESSES TO OFFER OUTDOOR DINING AND OUTDOOR DISPLAYS

RESOLUTION NO. 2021-174

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AMENDING RESOLUTION NO. 2021-156, ADOPTED ON MARCH 24, 2021 AND ENTITLED AS FOLLOWS: "RESOLUTION TEMPORARILY RELAXING EXISTING ORDINANCES AND PROCEDURES ASSOCIATED WITH REVIEW AND APPROVAL FOR EXISTING RESTAURANTS AND FOOD ESTABLISHMENTS AND RETAIL BUSINESSES TO OFFER OUTDOOR DINING AND OUTDOOR DISPLAYS."

WHEREAS, on March 24 2021, the Asbury Park Mayor and Council (also referenced as the "Governing Body") adopted Resolution No. 2021-156 (also referenced as the "Resolution"), entitled as follows: "RESOLUTION TEMPORARILY RELAXING EXISTING ORDINANCES AND PROCEDURES ASSOCIATED WITH REVIEW AND APPROVAL FOR EXISTING RESTAURANTS AND FOOD ESTABLISHMENTS AND RETAIL BUSINESSES TO OFFER OUTDOOR DINING AND OUTDOOR DISPLAYS"; and

WHEREAS, the Resolution provides the framework associated with the provision of outdoor dining by establishments located within the City of Asbury Park (also referenced as the "City"); and

WHEREAS, following the adoption of the Resolution, the Governing Body has determined that it wishes to amend the Resolution to include certain provisions relating to the erection of a temporary "canopy" by establishments in order to shield their outdoor dining patrons from the elements, subject to the terms and conditions set forth herein; and

WHEREAS, it is therefore the intention of this Resolution to amend and supplement Resolution No. 2021-156 in order to incorporate the provisions set forth below.

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 Resolution No. 2021-156, as adopted on March 24, 2021, is hereby amended and supplemented in order to include the following additional provisions:

    - A temporary "canopy," as defined herein, shall be permitted to be erected by restaurants, bars, and/or other types of food or dining establishments located within the City of Asbury Park in order to provide a shelter to outdoor dining patrons from the elements, subject to the following requirements:

- For purposes of this Resolution, a temporary "canopy" shall be defined as follows: A cloth, fabric, or other type of flexible non-solid temporary covering with dimensions greater than 8 feet in width and 8 feet in length which is attached to poles that are affixed in a non-permanent manner to the ground, and which temporary covering is suspended in the air horizontally and hangs over and shades or shelters from the elements a portion of the private property which is the site of a restaurant, bar, or other type of food or dining establishment located within the City of Asbury Park, including but not limited to parking lot areas. The term "canopy" shall not include any type of covering that hangs in a vertical manner downward from the horizontal covering and which would impede ventilation and/or air flow and cause the "canopy" to become enclosed like a tent. Tents, as defined in the Zoning Chapter of the Asbury Park City Code, are considered to be temporary structures and are specifically not permitted under the temporary canopy application process.

- A temporary "canopy" may be located on private property <u>only</u>, and may not be erected on any public right-of-way areas (including but not limited to streets, sidewalks, the boardwalk, etc.) within the City.

- A permit must be obtained from the City prior to the erection of a temporary "canopy," application for which shall be made on a form (captioned "Temporary Canopy Application") as prescribed by the City. In order to be eligible to submit a Temporary Canopy Application for consideration by the City, an establishment must first have applied for and received a 2021 Temporary Outdoor Dining Permit.

- As per the Temporary Canopy Application Form, the following requirements shall be applicable:

    - Loading shall be based upon 2018 IBC N.J. Edition Building Code and ASCE7-16 Subcode;

    - Minimum of 20 psf uplift shall be used for calculating hold down requirements. Loading is based upon risk category I, exposure B, wind speed of 110 mph, open structure with a max mean roof height of fifteen (15) feet;

    - If structure exceeds the parameters as stipulated above, then applicant shall submit plans and calculations signed and sealed by a Professional Engineer licensed in the State of New Jersey with Application;

    - The canopy may not be fastened to adjacent building structures; and

        - Structures in excess of 900 sf will require approval of the Asbury Park Fire Code Official.

    - If approved, the Temporary Canopy Permit shall expire on November 29, 2021 or the effective date upon which the State of Emergency as declared by Governor Philip D. Murphy on March 9, 2020, via Executive Order No. 103, is lifted, whichever date occurs sooner.

    - Spacing of tables and seating underneath a temporary "canopy" approved for use pursuant to this amendment to Resolution No. 2021-156 shall satisfy all social distancing, capacity restrictions and other COVID-19 requirements imposed by the State of New Jersey and other governmental authority with jurisdiction over food, dining or drinking establishments.

- All requirements and restrictions relating to outdoor dining as set forth in Resolution No. 2021-156, including but not limited to indemnification, hold harmless and insurance provisions, shall apply to the Temporary Canopy Permit as well.

- To the extent that there is any inconsistency between the requirements set forth in the within Resolution and those contained in Resolution No. 2021-156, relating to the issue of "shade coverings" and/or temporary canopies, the within Resolution shall prevail.

2. That all other provisions of Resolution No. 2021-156 shall remain in full force and effect, except as may be determined by a Court of competent jurisdiction in the State of New Jersey. If any section, paragraph, sentence, clause or phrase of Resolution No. 2021-156, as initially adopted on March 24, 2021, or as amended herein, should be determined to be unconstitutional or invalid for any reason by a reviewing Court, then the remaining portions of Resolution No. 2021-156, as amended herein, shall not be affected thereby and shall remain in full force and effect. As such, the provisions of Resolution No. 2021-156, as amended herein, are hereby declared to be severable.

3. That a certified copy of the within Resolution shall be provided to each of the following:

    a. Donna Vieiro, City Manager;
    b. Michael J. Manzella, Deputy City Manager and Transportation Director;
    c. Jason Harzold, T & M Associates; and
    d. 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. 2021-174 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-175
Appointment to Housing Authority Gregory Hopson, Sr.

RESOLUTION NO. 2021-175

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING AN APPOINTMENT TO THE HOUSING AUTHORITY

WHEREAS, Section 2:37.2 of the Code of the City of Asbury Park provides for the Creation of the Housing Authority (also referenced as the "Authority") in and for the City of Asbury Park; and

WHEREAS, Section 2:37.3 of the Code of the City of Asbury Park provides for five (5) members to be appointed by the City Council; and

WHEREAS, the Mayor and Council wish to appoint an individual to serve on the Authority, in accordance with the provisions set forth in Section 2:37.3 of the Code of the City of Asbury Park.

NOW, THEREFORE, BE IT RESOLVED, that the following individual is hereby appointed to serve on the Housing Authority:

Appointee	Term to Expire
Gregory Hopson, Sr.	4/14/2026

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. 2021-175 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-176
Resolution authorizing the purchase of concrete from Redi-Mix for sidewalk repairs at Sunset, Library, and Veterans Park using CDBG funding.

RESOLUTION NO. 2021-176

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE OF CONCRETE FROM SUFFOLK REDI-MIX FOR SIDEWALK REPAIRS

WHEREAS, the City requires the purchase of concrete for sidewalk repairs at Sunset, Library and Veteran's Park; and

WHEREAS, the existing concrete surrounding the perimeter of each park is damaged and in need of repairs; and

WHEREAS, the City has obtained the attached quotes from the following vendors:

- Suffolk Redi-Mix, S. Toms River NJ - $102.50 per yard 4000 psi
- Clayton Block, Lakewood NJ - $105.00 per yard 4000 psi

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Suffolk Redi-Mix for the purchase of concrete for side walk repairs at various parks through out the City in an amount not-to-exceed $15,000.00; and

WHEREAS, this project shall be paid for with Community Development Block Grant (CDBG) funds; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: T-17-75-850-850-003 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 authorize the purchase of concrete to Suffolk Redi-Mix for various sidewalks repairs through out the City and a copy of this Resolution shall be provided to the Superintendent of Public Works, Director of Community Development Programs, 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. 2021-176 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

SUFFOLK REDI-MIX
242 Dover Rd.
S. Toms River NJ

03/15/21

Asbury Dept Public Works

2021 Price quote

3000 psi $96.50 per yard

3500 psi $99.50 per yard

4000 psi $102.50 per yard

4500 psi $105.50 per yard

Class B Dot $108.50 per yard

$250 Local Delivery per truck

Hot water charge nov-april $4 per yard

Saturday charge $15 extra per yard

Attachment: suffolk (2021-176 : Resolution Authorizing the Purchase of Concrete)

CLAYTON
CONCRETE • BLOCK • SAND

CONTRACT FOR READY MIX CONCRETE

CONTRACTOR: CITY OF ASBURY PARK
CONTACT: ROBERT BIANCHINI
ADDRESS: 9 MAIN STREET
ASBURY PARK, NJ 07712

TEL.: (732) 312-7579 FAX:

PROJECT TITLE/LOCATION:
MISC.

SALESPERSON: SALES DEPT.
EFF. DATE: 3/11/2021 EXP. DATE: 12/31/2021

DESIGN STRENGTHS					
	3000 PSI	3500 PSI	4000 PSI	4500 PSI	5000 PSI
PRICE PER C/YD (TAXABLE)	97.00	101.00	105.00	109.00	113.00
FREIGHT (TAXABLE)	240.00 PER DELIVERY				
WINTER CONCRETE C/YD 11/1 - 4/30	5.00	5.00	5.00	5.00	5.00
COLOR CLEAN OUT CHARGE PER TRUCK	75.00	75.00	75.00	75.00	75.00
ICE PER LB.**	.85	.85	.85	.85	.85
SATURDAY CHARGE PER LOAD	150.00	150.00	150.00	150.00	150.00
EXCESS TIME - ¼ HR	35.00	35.00	35.00	35.00	35.00

** @ CLAYTON'S DISCRETION

CONTACT SALES REP. FOR SATURDAY OR SUNDAY/HOLIDAY CHARGES, IF NECESSARY.

SUBJECT TO TERMS AND CONDITIONS STATED HEREOF AND ON REVERSE SIDE HEREOF AND INCORPORATED AS PART OF THIS PROPOSAL.

NOTE: FLYASH, WHENEVER REQUIRED, WILL BE USED WHEN AND IF AVAILABLE. ANY CHANGES TO THE MIX DESIGNS QUOTED WILL RESULT IN AN INCREASE IN PRICE.

NOTE: RALPH CLAYTON & SONS WILL NOT BE HELD RESPONSIBLE FOR ANY PENALTIES OR PAY ADJUSTMENTS ASSESSED BY THE OWNER TO THE CONCRETE CONTRACTOR.

NOTE: RALPH CLAYTON & SONS RESPONSIBILITY IS SOLELY LIMITED TO THE CONCRETE PRODUCT AS DELIVERED. THIS LIMITATION DOES NOT INCLUDE THE "IN PLACE CONCRETE" AND ISSUES ARISING FROM THE PLACEMENT OF CONCRETE.

Accounts of over 30 days are subject to a 1 ½% per month service charge on unpaid balance. (Equivalent of 18% per year). If suit is instituted, there will be an attorney's fee of 30% of unpaid balance. This quotation becomes effective as a SALES ORDER, after its acceptance has been executed by the Purchaser and it has been approved as a contract for Clayton Block by one of its duly authorized officials. This quotation expires 15 days from the date hereof, but may be made a contract thereafter if and when accepted by Purchaser and approved by Seller. No conditions which are not incorporated in this contract will be recognized. No modification or transfer of this contract after acceptance shall be binding upon Seller unless made in writing and signed by one of its officers.

These prices are based upon Ralph Clayton and Sons established concrete mixes designed in accordance with current applicable ACI Standards (*unless noted).

THE ABOVE QUOTED NUMBERS ARE BASED ON MATERIALS DELIVERED DURING NORMAL HOURS OF OPERATION FOR RALPH CLAYTON & SONS, WHICH ARE: MONDAY THROUGH FRIDAY, 7 A.M. TO 5 P.M. ORDERS FOR ANY OTHER DELIVERY TIMES OR PLANT OPENINGS WILL BE SUBJECT TO APPROPRIATE CHARGES.

The attached Job Form is an Addendum to this Contract and must be returned to Clayton Block or Ralph Clayton & Sons upon signing this Contract.

ACCEPTED:

_____
NAME OF PURCHASER

DATE: _____

APPROVED AS A CONTRACT BY:

_____
CLAYTON COMPANIES

DATE: _____

Attachment: suffolk (2021-176 : Resolution Authorizing the Purchase of Concrete)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-177
Resolution authorizing the purchase of access control security system at the Firehouse utilizing capital funds.

RESOLUTION NO. 2021-177

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING PURCHASE OF ACCESS CONTROL SECURITY SYSTEM AT THE FIREHOUSE

WHEREAS, the City of Asbury Park ("City") has a need to purchase access control security system at the Firehouse in response to additional security needed due to COVID-19; and

WHEREAS, the City has obtained the attached quotes totaling $12,220.55

- A+ Technology & Security in the amount of $12,220.55 on State Contract #17-TELE-00231

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of additional access control security system to the vendor listed above in an amount of $12,220.55; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-162-004. 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 additional access control security system in the amount of $12,220.55 and a copy of this Resolution shall be provided to the Director of IT, 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. 2021-177 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

A+ TECHNOLOGY & SECURITY SOLUTIONS, INC. www.aplustechnology.com
HEADQUARTERS • 1490 N. Clinton Avenue • Bay Shore, NY 11706 • 631.969.2600
NEW ENGLAND • 1027 Fairfield Avenue • Bridgeport, CT 06605 • 203.290.6300

Quote

Date	Quote #
3/18/2021	ES26937

Bill To: Joe Dellagione
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To: Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Title	Terms	Rep
Asbury Park FD 4 Doors	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	4	Door License (Per Door) *Manuf. Part #: 2A8943*	$130.00	$520.00
2	1	Controller 6000 *Manuf. Part #: C300100*	$1,280.00	$1,280.00
3	1	Controller Mounting Bracket (Third Party Product) *Manuf. Part #: C305760*	$72.00	$72.00
4	1	8H Module *Manuf. Part #: C300182*	$975.00	$975.00
5	1	8 lock 8 auxiliary outputs fused at 3A per output 4A/12V and 4A/24V 150W max power E2 enclosure *Manuf. Part #: FPO150-B100C8D8E2*	$375.20	$375.20
6	2	12V/7.0AH BATTERY *Manuf. Part #: BT126*	$26.14	$52.28
7	1	3 CONDUCTOR LINE CORD *Manuf. Part #: LC2*	$4.09	$4.09
8	4	T15 Multi Tech Reader, Black *Manuf. Part #: C300480*	$190.00	$760.00
9	1	7400-628 ALUM JMB,1/4X4-7/8,RD CNR,12-2 *Manuf. Part #: 7400-628*	$140.00	$140.00
10	2	5000C *Manuf. Part #: 10190403*	$159.20	$318.40
11	1	18/4 STRANDED SHIELDED Natural *Manuf. Part #: 32151112*	$204.67	$204.67
12	1	22/6 STRANDED SHIELDED Natural *Manuf. Part #: 32061112*	$147.91	$147.91

Licensed by the NYS Department of State - License # 12000298891

Attachment: A+ TECHNOLOGY FIREHOUSE QUOTE (2021-177 : Purchase of Access Control Security System at the Firehouse)

Ln #	Qty	Description	Unit Price	Ext. Price
13	39	IPV-LABOR *Manuf. Part #: LABOR*	$189.00	$7,371.00

In accordance with NJ State Contract.
Contract/Blanket # 17-TELE-00231
Bid # 17DPP00085
Description – G2424 Surveillance and Access Control Security Systems

Subtotal	**$12,220.55**
Sales Tax	$0.00
Total	**$12,220.55**

Attachment: A+ TECHNOLOGY FIREHOUSE QUOTE (2021-177 : Purchase of Access Control Security System at the Firehouse)

Licensed by the NYS Department of State - License # 12000298891

SCOPE OF WORK

-Will wire and install (4) Gallagher card readers on the following doors:

-Door 1 - Front Door (Use existing strike)
-Door 2 - Side Door (Replace existing strike)
-Door 3 - Upstairs Door (New electric strike
-Door 4 - (New electric strike)

ASSUMPTIONS

-Remote Access is required for A+ for duration of the project.
-Patching and painting by others.
-Client is to provide all Network Routing, Required Bandwidth, IP Addresses, POE data ports, 110V Electrical Outlets, Rack Space and Wall Space with Plywood Backing
-Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
-Use of Bucket Truck/Man Lift not included in price.
-Electrical Outlets must be within 3 Ft of Equipment Location.
-Unless provided by A+ in this proposal, the client is to provide Battery Backup, Patch Panels and Patch Cords.
-Unless specifically mentioned in the Scope of Work, J-Hooks, Cable Tray, Wire Mold, Conduit and Conduit Sleeves are not included in this proposal. If requested by customer, Labor and Materials can be provided on a separate estimate.
-Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
-Client must provide Windows PCs that meet the minimum manufacturer specifications in order to operate properly.
-A+ Suggests that all PCs used for Client Software be dedicated in order to ensure performance.
-Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
-Client to provide Interior Floor Plans for all buildings associated with this project.
-Client to provide marked locations for all existing devices that A+ will be working on.
-Client responsible for any permits required.
-Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
-Cable Certification is not included. If required, this can be provided at an additional cost.
-All work areas to be asbestos free.
-All devices to be install at a serviceable ladder height.
-High Voltage Electrical Work Not Included.
-Proof of tax exemption is required
-All doors are in good working condition
-Existing front door strike is in good working condition

Sign here to acknowledge that you have read and understand the Scope of Work, Assumptions & Notes/Customer's Expectations.

Signature

Print Name

Licensed by the NYS Department of State - License # 12000298891

Attachment: A+ TECHNOLOGY FIREHOUSE QUOTE (2021-177 : Purchase of Access Control Security System at the Firehouse)

TERMS & CONDITIONS

1. REMITTANCES: *: All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.*

2. PROPOSALS: *Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.*

3. PROGRESS PAYMENTS: *All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.*

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:
- *Items returned for credit may be subject to a 25% restocking fee. In order to be considered for an eligible return, items must be returned to the Sellers office within 30 days of order. Credit return privileges may not apply to certain Third Party Distributed items. A 25% restocking fee applies to those Third Party items that are accepted for return.*
- *Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.*
- *All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.*
- *In the event that a return is refused, the customer will be contacted to arrange for the product return and a $125.00 test and inspection may be applied.*
- *Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.*

5. CANCELLATION AND SUSPENSION: *Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.*

6. TAXES: *The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.*

7. LOSS, DAMAGE OR DELAY: *Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.*

8. WARRANTY: *Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.*

9. CUSTOMER'S REMEDIES: *The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.*

10. GOVERNING LAW: *Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY*

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: *All licensing/Software Agreements and Manufacturer Warranties commence on the day the the Seller procures them from the manufacturer.*

12. ACCEPTANCE OF TERMS: *This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.*

13. PAYMENT TERMS: *After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.*

Attachment: A+ TECHNOLOGY FIREHOUSE QUOTE (2021-177 : Purchase of Access Control Security System at the Firehouse)

Licensed by the NYS Department of State - License # 12000298891

Bill To:	Ship To:
Joe Dellagione City of Asbury Park 1 Municipal Plaza Asbury Park NJ 07712	Joe Dellaragione City of Asbury Park 1 Municipal Plaza Information Technology Asbury Park NJ 07712

Optional Leasing

Total Price: $12,220.55
36 Month Lease: $414.28
48 Month Lease: $326.29
60 Month Lease: $267.63

The Lease Payment price above is only intended to be used as a guideline and/is subject to credit approval. The actual payment is determined at the time of approval and may vary from the above. Please contact your sales associate for further details.

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 30% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt.
Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above.
The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.

A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.

_____
Signature

_____
Print Name

_____
Date

Attachment: A+ TECHNOLOGY FIREHOUSE QUOTE (2021-177 : Purchase of Access Control Security System at the Firehouse)

Licensed by the NYS Department of State - License # 12000298891

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-178
Resolution authorizing the purchase of various traffic signal parts needed for the Transportation Utility.

RESOLUTION NO. 2021-178

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS TRAFFIC SIGNAL PARTS FOR THE TRANSPORTATION UTILITY

WHEREAS, the City of Asbury Park ("City") has a need to purchase various traffic signal parts for the Transportation Utility; and

WHEREAS, the City has obtained the attached quotes totaling $8,769.00:

- Intelligent Traffic Supply Products, LLC in the amount of $8,769.00 on State Contract #19-FOOD-01027, T1473

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of various traffic signal parts to the vendor listed above in an amount of $8,769.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-06-55-502-000-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of traffic signal parts for the Transportation Utility in the amount of $8,769.00 and a copy of this Resolution shall be provided to the Director of Transportation, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-178 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200

Quotation

Date	Estimate #
3/16/2021	6427.R

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Customer Job#	Project	Terms	FOB
	Traffic Signals Misc.	Net 30	Destination

Item #	Description	Qty	Unit Cost	Total
1	Nema Discrete Load Switch Model SSS-86-3 NOTE: STATE CONTRACT # 19-FOOD-01027 / T1473	12	33.00	396.00

Quote valid for a period of 45 days.
Above material in Stock.
Freight is prepaid and added to invoice.
Note: All Prices subject to applicable taxes. If tax exemption applies, please forward number with order.
All quotes subject to credit approval.

Total $396.00

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS (2021-178 : Purchase of Various Traffic Signal Parts for theTransportation Utility)

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200

Quotation

Date	Estimate #
3/16/2021	6426.R

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Customer Job#	Project	Terms	FOB
	Sunset & Grand	Net 30	Destination

Item #	Description	Qty	Unit Cost	Total
1	Wire - 14/10C NJDOT, TRAFFIC SIGNAL WIRE, (cut in (2) 250' reel) NOTE: STATE CONTRACT # 19-FOOD-01027 / T1473	500	1.43	715.00

Quote valid for a period of 45 days.
Above material in Stock.
Freight is prepaid and added to invoice.
Note: All Prices subject to applicable taxes. If tax exemption applies, please forward number with order.
All quotes subject to credit approval.

Total $715.00

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS (2021-178 : Purchase of Various Traffic Signal Parts for theTransportation Utility)

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200

Quotation

Date	Estimate #
3/16/2021	6422.R

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Customer Job#	Project	Terms	FOB
	Kingsley & 3rd Ave	Net 30	Destination

Item #	Description	Qty	Unit Cost	Total
1	TRAFFIC SIGNAL ASSEMBLY H-1 (4SEC) INCLUDING: (1) 8" (3 SEC) YEL POLY SIG W/ RYG LEDS & VISORS (1) 12" (1 SEC) YEL POLY SIG W/ GRN ARROW (1) ASTRO-BRAC ASSM FOR 4 SEC SIG (1) SAFETY CHAIN	3	495.00	1,485.00
2	TRAFFIC SIGNAL ASSEMBLY H-1 (3SEC) INCLUDING: (1) 8" (3 SEC) YEL POLY SIGNAL W/ RYG LEDS & VISORS (1) ASTRO-BRAC ASSM FOR 3 SEC SIG (1) SAFETY CHAIN	2	410.00	820.00
	NOTE: STATE CONTRACT # 19-FOOD-01027 / T1473			

Quote valid for a period of 45 days.
Above material in Stock.
Freight is prepaid and added to invoice.
Note: All Prices subject to applicable taxes. If tax exemption applies, please forward number with order.
All quotes subject to credit approval.

Total $2,305.00

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS (2021-178 : Purchase of Various Traffic Signal Parts for theTransportation Utility)

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200

Quotation

Date	Estimate #
3/16/2021	6425.R

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Customer Job#	Project	Terms	FOB
	Asbury & Pine	Net 30	Destination

Item #	Description	Qty	Unit Cost	Total
1	PEDESTRIAN SIGNAL STANDARD W/ H-1 (3SEC) INCLUDING: (1) ROUND BASE PEDESTAL 8' (1) 8" (3 SEC) YEL POLY SIG W/ RYG LEDS & VISORS (1) SLIPFITTER ASSM. W/ SIG CAP NOTE: STATE CONTRACT # 19-FOOD-01027 / T1473	1	1,033.00	1,033.00

Quote valid for a period of 45 days.
Above material in Stock.
Freight is prepaid and added to invoice.
Note: All Prices subject to applicable taxes. If tax exemption applies, please forward number with order.
All quotes subject to credit approval.

Total $1,033.00

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS (2021-178 : Purchase of Various Traffic Signal Parts for theTransportation Utility)

Intelligent Traffic Supply Products, LLC
3005 Hadley Rd., Suite 5
South Plainfield, NJ 07080
Phone # (908) 791-1200

Quotation

Date	Estimate #
3/16/2021	6423.R

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Customer Job#	Project	Terms	FOB
	Asbury & Kingsley	Net 30	Destination

Item #	Description	Qty	Unit Cost	Total
1	TRAFFIC SIGNAL ASSEMBLY H-1 (4SEC) INCLUDING: (1) 8" (3 SEC) YEL POLY SIG W/ RYG LEDS & VISORS (1) 12" (1 SEC) YEL POLY SIG W/ GRN ARROW (1) ASTRO-BRAC ASSM FOR 4 SEC SIG (1) SAFETY CHAIN	1	495.00	495.00
2	TRAFFIC SIGNAL ASSEMBLY H-1 (3SEC) INCLUDING: (1) 12" (3 SEC) YEL POLY SIGNAL W/ RYG LEDS & VISORS (1) ASTRO-BRAC ASSM FOR 3 SEC SIG (1) SAFETY CHAIN	2	432.50	865.00
3	TRAFFIC SIGNAL ASSEMBLY H-1 (3SEC) INCLUDING: (1) 8" (3 SEC) YEL POLY SIGNAL W/ RYG LEDS & VISORS (1) ASTRO-BRAC ASSM FOR 3 SEC SIG (1) SAFETY CHAIN	1	410.00	410.00
4	Naztec 980 V61.X TS2 Type 2 Secondary Controller "Add E-Jack only" p/n 50099-20300-1 INCLUDING CONFIG & INSTALLATION	1	2,550.00	2,550.00
	NOTE: STATE CONTRACT # 19-FOOD-01027 / T1473			

Quote valid for a period of 45 days.
Above material in Stock.
Freight is prepaid and added to invoice.
Note: All Prices subject to applicable taxes. If tax exemption applies, please forward number with order.
All quotes subject to credit approval.

Total $4,320.00

Attachment: INTELLIGENT TRAFFIC SUPPLY PRODUCTS (2021-178 : Purchase of Various Traffic Signal Parts for theTransportation Utility)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-179
Resolution authorizing a professional service contract to General Code for 2019 and 2020 Ordinance Codification.

RESOLUTION NO. 2021-179

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO GENERAL CODE FOR ORDINANCE CODIFICATION

WHEREAS, the City has a need for professional service for the Codification of 2019 and 2020 City Ordinances; and

WHEREAS, the City has obtained the attached estimate from General Code totaling $9,800.00; and

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 1-01-20-120-000-291 and 1-01-46-870-880-296 upon adoption of the budget; 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 to the Codification of City Ordinances to General Code in the amount of 9,800.00; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-179 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

GENERAL CODE
A Member of the ICC Family of Solutions

Estimate

TO: Melody Hartsgrove, Municipal Clerk
melody.hartsgrove@cityofasburypark.com

FROM: Donna Post, Client Care Advocate
dpost@generalcode.com

CLIENT: City of Asbury Park, NJ
(AS4053)

DATE: 03/23/2021

PHONE: (732) 502-5755

Supplement No. 1 Courtesy Estimate

Source Files:
We have reviewed Ordinance Nos. 2019-11, 2019-26, 2019-28 through 2019-46, and 2020-1 through 2020-29 for an update to the City Code.

Supplementation:
General Code will codify and supplement the legislation listed above which includes but is not limited to:

- Analysis of the new legislation and proper placement in the Code
- Removal of repealed or superseded provisions
- Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised Code pages
- Printing of up to 12 sets of supplemental pages
- Update to eCode360

Price:
Not to exceed $9,800, which includes shipping and handling.
(2019 Codification: $2,540 and 2020Codification: $7,260)

According to our records, a Purchase Order must be received before we can complete the supplement.

The final invoice will follow completion of the supplement.

- Any missing legislation received may result in additional costs.

We are proceeding with the supplement at this time.

Attachment: GENERAL CODE QUOTE (2021-179 : Authoring a professional services contract to General Code for Ordinance Codifications)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-180
Payment of vouchers

RESOLUTION NO. 2021-180

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling $1,918,266.91

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	$	1,918,266.91
TOTAL VOUCHERS	$	1,918,266.91

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. 2021-180 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
0-01-20-100-000-201	ADMINISTRATION General Plant					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		20-02084	EXPLORATION OF RENT CONTROL	3,372.50	0.00	B
TMASSO T & M ASSOCIATES		20-03159	SURVEYING SERVICES AT 200	6,260.60	0.00	B
				9,633.10		
0-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON W.B.MASON CO., INC.		20-03313	office sUpplies	136.17	0.00	
	Extd Total: ADMINISTRATION			9,769.27		
	Department Total: ADMINISTRATION			9,769.27		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
0-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		20-02889	WESLEY LAKE BRIDGE EVALUATIONS	432.60	0.00	B
	Extd Total: ENGINEERING SERVICES			432.60		
	Department Total: ENGINEER SERV			432.60		
	CAFR Total:			10,201.87		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
0-01-21-180-000-201	PLANNING BOARD General Plant					
CLACAN CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	185.00	0.00	
	Extd Total: PLANNING BOARD			185.00		
	Department Total: PLANNING BOARD			185.00		
	CAFR Total:			185.00		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
0-01-22-195-000-299	CODE ENFORCE Misc.					
CRAPRI CRAFTMASTER PRINTING, INC.		20-03393	C.O. & T.O.T certificates 2021	275.71	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			275.71		
	Department Total: CODE ENFORCE			275.71		
	CAFR Total:			275.71		

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE							
Extd:	POLICE DEPARTMENT						
0-01-25-240-000-203		POLICE Motor Vehicle					
BENAUT	BENNETT'S AUTO RECOVERY, INC.		20-02817	#20-12494 Towed GEM E4 to City	20.00	0.00	
MELCOR	AP CARWASH AND OIL CHANGE		21-00896	CAR WASHES 10/6/20 - 3/22/21	28.75	0.00	
MELCOR	AP CARWASH AND OIL CHANGE		21-00897	CAR WASHES 10/5/20 - 3/27/21	718.75	0.00	
					767.50		
		Extd Total:	POLICE DEPARTMENT		767.50		
		Department Total:	POLICE		767.50		
Department: FIRE DEPT.							
Extd:	FIRE DEPARTMENT						
0-01-25-265-000-203		FIRE DEPT. Motor Vehicle					
PMCASSOC	PMC ASSOCIATES		20-03355	Qte: 458809-8385 Radio/Router	2,270.19	0.00	
MELCOR	AP CARWASH AND OIL CHANGE		21-00895	CAR WASHES 10/19/20 - 3/12/21	34.50	0.00	
					2,304.69		
0-01-25-265-000-229		FIRE DEPT. Medical Sup.					
EMSAR	EMSAR NEW JERSEY		20-03417	BLANKET PO FOR STRETCHER REPR	243.64	0.00	B
		Extd Total:	FIRE DEPARTMENT		2,548.33		
		Department Total:	FIRE DEPT.		2,548.33		
		CAFR Total:			3,315.83		
Department: STREETS & ROAD							
Extd:	STREETS & ROADS MAINTENANCE						
0-01-26-290-000-203		STREETS & ROAD Motor Vehicle					
PARSTE	PARK STEEL & IRON COMPANY		20-02975	Labor and Material for Welding	2,400.00	0.00	
0-01-26-290-000-235		STREETS & ROAD Shade Tree Commission					
GASFAM	GASKOS FAMILY FARM		21-00866	PLANTS AND BULBS SEPT 2020	457.82	0.00	
0-01-26-290-000-270		STREETS & ROAD Wesley Lake Commission					
TMASSO	T & M ASSOCIATES		20-02889	WESLEY LAKE BRIDGE EVALUATIONS	9,000.00	0.00	B
		Extd Total:	STREETS & ROADS MAINTENANCE		11,857.82		
		Department Total:	STREETS & ROAD		11,857.82		
		CAFR Total:			11,857.82		
Department: RECREATION							
Extd:	RECREATION SERVICES & PROGRAM						
0-01-28-370-000-299		RECREATION Misc.					
WBMASON	W.B.MASON CO., INC.		20-02659	halloween event supplies	2,132.39	0.00	
		Extd Total:	RECREATION SERVICES & PROGRAM		2,132.39		
		Department Total:	RECREATION		2,132.39		
		CAFR Total:			2,132.39		

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description		Amount	Void Amount	PO Type
Department: TELEPHONE								
Extd: TELEPHONE								
0-01-31-440-000-299		TELEPHONE Misc.						
VERZON	VERIZON BUSINESS		21-00834	150-717-354-0001-65	3/15/21	53.09	0.00	
		Extd Total: TELEPHONE				53.09		
		Department Total: TELEPHONE				53.09		
		CAFR Total:				53.09		
		Fund Total: CURRENT				28,021.71		
Fund: SEWER UTILITY: BUDGET:								
Department: UTILITY OE								
Extd: SEWER UTILITY O/E: OTHER EXPENSES:								
0-07-55-502-000-201		SEWER UTILITY O/E: General Plant						
ERAINC	ENVIRONMENTAL RESOURCE ASSOC.		20-03464	Residual Chlorine & pH Wastewa		421.13	0.00	
GRAING	GRAINGER, INC.		21-00781	#9567866315 LED Bulb #429U50		2,141.10	0.00	
						2,562.23		
0-07-55-502-000-218		SEWER UTILITY O/E: Contract Services						
AHHOFF	A.H. HOFFMANN,LLC		21-00836	#42062 Insurance Renewal Data		11,037.50	0.00	
		Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				13,599.73		
		Department Total: UTILITY OE				13,599.73		
		CAFR Total:				13,599.73		
		Fund Total: SEWER UTILITY: BUDGET:				13,599.73		
		Year Total:				41,621.44		
Fund: CURRENT								
Department: ADMINISTRATION								
Extd: ADMINISTRATION								
1-01-20-100-000-201		ADMINISTRATION General Plant						
GEECHA	GEESE CHASERS, LLC		21-00051	1ST QTR 2021 CLEARING AND		1,079.00	0.00	B
GEECHA	GEESE CHASERS, LLC		21-00052	1ST QTR 2021 CLEARING AND		649.50	0.00	B
						1,728.50		
1-01-20-100-000-217		ADMINISTRATION Ads&Promotion						
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES		21-00750	ASSISTANT PW SUPERINTENDENT AD		160.00	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES		21-00833	COLLECTOR & COMM. DEVELOP. ADS		325.00	0.00	
						485.00		
		Extd Total: ADMINISTRATION				2,213.50		
		Department Total: ADMINISTRATION				2,213.50		
Department: MUNIC CLERK								
Extd: MUNICIPAL CLERK								
1-01-20-120-000-217		MUNICIPAL CLERK Ads&Promotion						
THECOA	THE NEW COASTER, LLC		21-00766	#56884 SPECIAL ELECTION NOTICE		260.00	0.00	
ASBPAK	ASBURY PARK PRESS		21-00797	ORD 2021-5, 2021-8		113.65	0.00	
THECOA	THE NEW COASTER, LLC		21-00839	INVOICE #56912 ORD. 2021-9		33.91	0.00	

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-120-000-217		MUNICIPAL CLERK Ads&Promotion	Continued			
THECOA	THE NEW COASTER, LLC	21-00934	ORD. 2021-6, 7, 10, 11	115.49	0.00	
ASBPAK	ASBURY PARK PRESS	21-00935	LEGAL AD 03/30/2021	78.20	0.00	
				601.25		
		Extd Total: MUNICIPAL CLERK		601.25		
		Department Total: MUNIC CLERK		601.25		
Department: FINANCE						
Extd:	FINANCIAL ADMINISTRATION					
1-01-20-130-000-202		FINANCE Office Supplies				
WBMASON	W.B.MASON CO., INC.	21-00762	COPY PAPER 8.5 x 11	781.25	0.00	
1-01-20-130-000-206		FINANCE Copier				
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00787	COPIER MONTHLY LEASE RENEWALS	1,347.67	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00932	#18196 CONTRACT PMT #49 OF 60	1,859.62	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00939	#18726 CONTRACT PMT #43 of 60	515.72	0.00	
				3,723.01		
1-01-20-130-000-209		FINANCE Fees				
SAFDOC	SAFEGUARD DOCUMENT DESTRUCTION	21-00340	Shredding for Municipal Bldg.	825.00	0.00	
MARBUS	MARLIN BUSINESS BANK	21-00848	INVOICE #18879599 APRIL 2021	339.50	0.00	
				1,164.50		
1-01-20-130-000-222		FINANCE Training				
JPMMUN	JPMONZO MUNICIPAL CONSULTING	21-00447	4/22/21 PURCHASING WEBINAR	50.00	0.00	
1-01-20-130-000-223		FINANCE Condo Reimbursements				
70270009	702 - 704 5TH AVENUE APTS LLC	21-00763	1st Q 2021 Trash Reimb.	1,198.59	0.00	
1501OCE	1501 Ocean Av.Condo Assoc. Inc	21-00900	1st Q 2021 Trash Reimb.	4,389.00	0.00	
				5,587.59		
		Extd Total: FINANCIAL ADMINISTRATION		11,306.35		
		Department Total: FINANCE		11,306.35		
Department: COMPUTER MIS						
Extd:	COMPUTERIZED DATA PROCESSING					
1-01-20-140-000-219		COMPUTER DATA PROC. Equipment				
AMAZ0005	AMAZON.COM SERVICES	21-00793	Construction Webcams	54.94	0.00	
AMAZ0005	AMAZON.COM SERVICES	21-00795	Webcams for Virtual Meetings	82.41	0.00	
CDWGOV	CDW GOVERNMENT INC.	21-00878	Surge protctors 1C4FTWY	502.85	0.00	
SHIINT	SHI INTERNATIONAL CORP	21-00881	Q#20255061 M227 Toner	83.11	0.00	
				723.31		
1-01-20-140-000-222		COMPUTER DATA PROC Software Lic.				
SHIINT	SHI INTERNATIONAL CORP	21-00287	ADOBE ANNUAL RENEWAL 2021	7,598.16	0.00	
SHIINT	SHI INTERNATIONAL CORP	21-00660	Q#20157379 ESET 1 Year Renewal	1,952.50	0.00	
				9,550.66		

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-140-000-223	COMPUTER DATA PROC Hardware Support					
SHIINT SHI INTERNATIONAL CORP		21-00140	Q#19922006 - Cisco Renewals	298.30	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			10,572.27		
	Department Total: COMPUTER MIS			10,572.27		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
1-01-20-145-000-238	TAX REV ADMIN Conventions					
TCTAMEM TCTA MEMBER SERVICES		21-00882	P.MARTUSCELLI SPRING CONFERENC	200.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			200.00		
	Department Total: TAX REV ADMIN			200.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER		21-00302	2021 SERVICES RENDERED BLANKET	3,058.00	0.00	B
1-01-20-150-000-218	TAX ASSESSOR Contract.Serv.					
COUTAX COUNTY TAX ADMINISTRATOR		21-00860	Ch.75 Postcards 2020	1,777.65	0.00	
	Extd Total: TAX ASSESSOR			4,835.65		
	Department Total: TAX ASSESSOR			4,835.65		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-201	DIRECTOR OF COMMUN. office Supplies					
WBMASON W.B.MASON CO., INC.		21-00804	Office Supplies Comms & APTV	48.88	0.00	
1-01-20-151-000-202	DIRECTOR OF COMMUNICATIONS Dues					
APCHAM A.P. CHAMBER OF COMMERCE		21-00907	INV #5299 2021 ANNUAL DUES	100.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			148.88		
	Department Total: DIRECTOR OF COMMUNICATIONS			148.88		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL MARAZITI FALCON, LLP		21-00706	Prof.Services.Rendered.Feb-21	4,067.64	0.00	
	Extd Total: LEGAL SERVICES			4,067.64		
	Department Total: LEGAL SERVICES			4,067.64		

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
1-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		21-00298	2021 SERVICES RENDERED BLANKET	7,483.90	0.00	B
	Extd Total:		ENGINEERING SERVICES	7,483.90		
	Department Total:		ENGINEER SERV	7,483.90		
	CAFR Total:			41,429.44		
Department: Planning Department						
Extd: Planning Department						
1-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
CLACAN CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	5,108.61	0.00	
1-01-21-179-000-205	PLANNING DEPT. Ads					
ASBPAK ASBURY PARK PRESS		21-00872	PB NOTICE drc mtg 3.18.21	67.40	0.00	
	Extd Total:		Planning Department	5,176.01		
	Department Total:		Planning Department	5,176.01		
	CAFR Total:			5,176.01		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
1-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		21-00852	HEALTH COVERAGE APRIL 2021	476,302.65	0.00	
	Extd Total:		EMPLOYEE GROUP INSURANCE	476,302.65		
	Department Total:		GROUP INSUR.	476,302.65		
	CAFR Total:			476,302.65		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
WIRCOM WIRELESS COMMUNICATIONS &		21-00616	Q022321 Clips for Cameras	1,302.00	0.00	
AMAZ0005 AMAZON.COM SERVICES		21-00786	Replacement PTZ Camera	2,495.00	0.00	
INSPSY INSTITUTE FOR FORENSIC		21-00855	#15270 Critical Incident	400.00	0.00	
				4,197.00		
1-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.		21-00335	#C1233752 Office Supplies	1,125.04	0.00	
WBMASON W.B.MASON CO., INC.		21-00468	KCC06211 Disinfect Wipes	1,299.90	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		21-00664	Card-Business, Chaplan Schach	45.00	0.00	
WBMASON W.B.MASON CO., INC.		21-00801	Office Supplies	210.42	0.00	
WBMASON W.B.MASON CO., INC.		21-00858	Storage Boxes	263.62	0.00	
				2,943.98		
1-01-25-240-000-203	POLICE Motor Vehicle					
SEAFOR SEA BREEZE FORD INC.		21-00269	BLANKET CAR REPAIRS	1,182.84	0.00	B

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-240-000-203		POLICE Motor Vehicle		Continued			
EASAUT	EASTERN AUTOPARTS WAREHOUSE		21-00275	Blanket Car Repairs	801.78	0.00	B
MAAAUT	MAACO COLLISION		21-00460	#66348-1 Repaired Car 15	925.00	0.00	
GPCNA091	GPC-NAPA AUTO PARTS		21-00615	55 gal Drum Motor Oil	479.99	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-		21-00666	#Q68163 Repaired Car 38	123.31	0.00	
SEAFOR	SEA BREEZE FORD INC.		21-00779	Blanket Car Maintenance	228.09	0.00	B
SEAFOR	SEA BREEZE FORD INC.		21-00791	REPAIRS TO CAR #17 11 6 21 &20	752.02	0.00	
RICAUT	RICH'S AUTO BODY		21-00792	#11985 Towed Car 11	150.00	0.00	
RICAUT	RICH'S AUTO BODY		21-00802	#11995 Towed Car 3	20.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE		21-00857	Blanket Car Repairs	111.60	0.00	B
BENAUT	BENNETT'S AUTO RECOVERY, INC.		21-00893	#21-13763 Towed Car 19	20.00	0.00	
MELCOR	AP CARWASH AND OIL CHANGE		21-00896	CAR WASHES 10/6/20 - 3/22/21	40.25	0.00	
MELCOR	AP CARWASH AND OIL CHANGE		21-00897	CAR WASHES 10/5/20 - 3/27/21	724.50	0.00	
BENAUT	BENNETT'S AUTO RECOVERY, INC.		21-00910	#13835 Impound & Towing Fees	135.00	0.00	
					5,694.38		
1-01-25-240-000-205		POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA		21-00674	#2015586 Animal Control Feb 21	4,700.00	0.00	
1-01-25-240-000-218		POLICE Contract.Serv.					
OPTIMUM	OPTIMUM		21-00767	#07866-182313-01-5 3/8 - 4/7	237.93	0.00	
1-01-25-240-000-222		POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY		21-00909	#3967 Rapid Response to Active	50.00	0.00	
		Extd Total: POLICE DEPARTMENT			17,823.29		
		Department Total: POLICE			17,823.29		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

1-01-25-265-000-201		FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE		21-00042	Blanket PO not to exceed	7.18	0.00	B
UPTFAS	UP-TITE FASTNERS INC.		21-00538	Blanket PO not to exceed	130.00	0.00	B
AIRGAS	AIR GAS TECHNOLOGIES, INC.		21-00789	INV 809806 EMER REPR UNIT DOWN	250.00	0.00	
					387.18		
1-01-25-265-000-202		FIRE DEPT. Office Supplies					
GRAING	GRAINGER, INC.		21-00735	Bankers Boxes	63.52	0.00	
1-01-25-265-000-203		FIRE DEPT. Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE		21-00895	CAR WASHES 10/19/20 - 3/12/21	11.50	0.00	
1-01-25-265-000-206		FIRE DEPT. Purchase of Equipment					
TUROUT	TURN OUT FIRE & SAFETY, INC.		21-00009	UNIFORMS FOR FD NEW HIRES	4,878.52	0.00	
1-01-25-265-000-218		FIRE DEPT. Contract.Serv.					
JUNLAS	JUNGLE LASERS, LLC		21-00788	INV #59534 3/16/21 - 4/15/21	1,000.00	0.00	
1-01-25-265-000-229		FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.		21-00083	Blanket PO Not to Exceed	39.57	0.00	B

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-265-000-255		FIRE DEPT. Revenue Guard Fees					
REVGUA	REVENUE GUARD MEDICAL CLAIMS		21-00704	Invoice 22821 February 2021	2,619.05	0.00	
		Extd Total: FIRE DEPARTMENT			8,999.34		
		Department Total: FIRE DEPT.			8,999.34		
Department: PROSECUTOR							
Extd:	MUNICIPAL PROSECUTOR						
1-01-25-275-000-202		PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.		21-00299	2021 SERVICES RENDERED BLANKET	3,900.00	0.00	B
		Extd Total: MUNICIPAL PROSECUTOR			3,900.00		
		Department Total: PROSECUTOR			3,900.00		
		CAFR Total:			30,722.63		
Department: STREETS & ROAD							
Extd:	STREETS & ROADS MAINTENANCE						
1-01-26-290-000-201		STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE		21-00627	Miscellaneous Hardware, etc	14.97	0.00	B
SHEWIL	SHERWIN WILLIAMS		21-00731	Exterior Black & Blue Paint	239.15	0.00	
SHEWIL	SHERWIN WILLIAMS		21-00754	Various Gallons of Paint	189.90	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.		21-00917	#336086 Concrete XL 3/30/21	408.48	0.00	
					852.50		
1-01-26-290-000-202		STREETS & ROAD Office Supplies					
WBMASON	W.B.MASON CO., INC.		21-00683	Administrative Office Supplies	103.41	0.00	
1-01-26-290-000-203		STREETS & ROAD Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.		21-00314	Automotive Supplies and Tools	34.87	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.		21-00318	Supplies, Tools and Service	727.99	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.		21-00320	Service, Supplies and Tools	444.44	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.		21-00344	Parts/Supplies f/Elgin Sweeper	447.17	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.		21-00405	HYD Accessories, Nuts, etc	94.47	0.00	B
FOSCOM	FOSTER & COMPANY, INC.		21-00412	Automotive Shop Supplies	93.09	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,		21-00452	Supplies, Tools and Parts	145.16	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE		21-00560	Automotive Parts, Tools & Svc	967.89	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.		21-00642	PARTS TO REPAIR ROLL OFF	3,091.00	0.00	
TRIUS	TRIUS,INC.		21-00670	Western Pro Plow Blades	784.00	0.00	
THEHAR	THE HARDWARE STORE		21-00693	Various Supplies, Tools, etc	22.16	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.		21-00703	Tires/Accessories:Tractor #53	2,053.34	0.00	
EDWTIR	EDWARDS TIRE CO., INC.		21-00755	OTR 350MAG C (6 Ply) Tires	1,450.00	0.00	
THEHOS	THE HOSE SHOP, INC.		21-00784	IHA-201-16 ELE 63 Hose	370.83	0.00	
MRDRIV	MR. DRIVESHAFT		21-00821	Fabricated U Joint & Ctr BRG	686.70	0.00	
					11,413.11		
1-01-26-290-000-205		STREETS & ROAD Snowstorm Expenses					
MORSAL	MORTON SALT, INC.		21-00518	SODIUM CHLORIDE (ROCK SALT)	4,741.32	0.00	
1-01-26-290-000-212		STREETS & ROAD Tools					
ACEOUT	ACE OUTDOOR POWER EQUIPMENT		21-00752	Backpack Blower & Line Trimmer	1,471.84	0.00	

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-290-000-215		STREETS & ROAD	Misc. Hardware				
UPTFAS	UP-TITE FASTNERS INC.		21-00134	Various Supplies and Tools	7.00	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE		21-00321	Miscellaneous Hardware, etc	75.00	0.00	B
CLABLO	CLAYTON BLOCK CO., INC.		21-00322	Miscellaneous Hardware, etc	209.62	0.00	B
GRAING	GRAINGER, INC.		21-00400	Miscellaneous Hardware	97.88	0.00	B
GRAING	GRAINGER, INC.		21-00870	Various Bits & Orbital Sander	426.63	0.00	
RICHE005	RICHELIEU AMERICA LTD.		21-00891	Various Stick-on Sanding Discs	225.66	0.00	
					1,041.79		
1-01-26-290-000-218		STREETS & ROAD	Contract.Serv.				
OPTIMUM	OPTIMUM		21-00771	#07866-183188-01-1 3/8 - 4/7	31.23	0.00	
SECWOR	SECURITY WORLD INC.		21-00814	Monitoring Service 4/1-6/30/21	228.00	0.00	
WATEAS	WATERLOGIC AMERICAS LLC		21-00916	#590208 APRIL 2021	36.24	0.00	
					295.47		
1-01-26-290-000-272		STREETS & ROAD	Miscellaneous				
AMAZO005	AMAZON.COM SERVICES		21-00500	Vehicle Dock for Laptop	404.29	0.00	
CDWGOV	CDW GOVERNMENT INC.		21-00841	Q#1C4F6VH Vehicle Dock for DPW	363.30	0.00	
					767.59		
		Extd Total:	STREETS & ROADS MAINTENANCE		20,687.03		
		Department Total:	STREETS & ROAD		20,687.03		
Department:	SOLID WASTE						
Extd:	SOLID WASTE COLLECTION						
1-01-26-305-000-209		SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.		21-00263	Removal of Construction Debris	9,996.51	0.00	B
DELDEM	DELISA DEMOLITION, INC.		21-00773	#204397 Trash Fees 3/1 - 3/15	26,644.43	0.00	
RUBREC	RUBBERCYCLE LLC		21-00818	#111954 Tires, Delivered 01/22	12.00	0.00	
					36,652.94		
1-01-26-305-000-218		SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.		21-00564	#203917 MARCH 2021	44,166.65	0.00	
DELDEM	DELISA DEMOLITION, INC.		21-00805	#206228 APRIL 2021	44,166.65	0.00	
					88,333.30		
		Extd Total:	SOLID WASTE COLLECTION		124,986.24		
		Department Total:	SOLID WASTE		124,986.24		
Department:	BUILDING & GND						
Extd:	BUILDINGS & GROUNDS						
1-01-26-310-000-201		BUILDING & GND	General Plant				
VERITIV	VERITIV OPERATING COMPANY		21-00381	Various Custodial Supplies	1,251.05	0.00	
VERITIV	VERITIV OPERATING COMPANY		21-00382	Various Custodial Supplies	606.46	0.00	
QUEVAC	QUEEN VACUUM & SEWING MACHINE		21-00619	Vacuum Bags and Brushroller	65.97	0.00	
GRAING	GRAINGER, INC.		21-00721	Pleated Air Filters f/CityHall	328.92	0.00	
DOGWA005	DOG WASTE DEPOT		21-00724	Dog Waste Roll Bag	399.90	0.00	
RICHE005	RICHELIEU AMERICA LTD.		21-00726	Plexiglass for Counter Post	221.14	0.00	
GRAING	GRAINGER, INC.		21-00765	Mid Arc, Chrone, Zurn #468D13	893.88	0.00	
GRAING	GRAINGER, INC.		21-00780	Armstrong Ceiling Tile #5NGJ8	397.90	0.00	

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Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-310-000-201		BUILDING & GND General Plant Continued					
GRAING	GRAINGER, INC.		21-00846	Hand Dryer 208V #HD951SS	417.00	0.00	
					4,582.22		
1-01-26-310-000-218		BUILDING & GND Contract.Serv.					
WARGEN	WARSHAUER GENERATOR, LLC		21-00867	Omnimetrix Monitoring Renewal	300.00	0.00	
SCHELE	SCHINDLER ELEVATOR CORP.		21-00884	#8105596110 4/1/21 - 6/30/21	372.66	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO		21-00885	#406047144 Pest Control 3/15	250.00	0.00	
					922.66		
		Extd Total: BUILDINGS & GROUNDS			5,504.88		
		Department Total: BUILDING & GND			5,504.88		
		CAFR Total:			151,178.15		
Department: PUBLIC ASST							
Extd: SOCIAL SERVICES:							
1-01-27-345-000-202		SOCIAL SERVICES Office Supplies					
WBMASON	W.B.MASON CO., INC.		21-00892	Office Supplies	66.30	0.00	
		Extd Total: SOCIAL SERVICES:			66.30		
		Department Total: PUBLIC ASST			66.30		
Department: SENIOR CENTER							
Extd: SENIOR CENTER							
1-01-27-350-000-202		SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM		21-00820	#07866-196932-01-7 3/14 - 4/14	8.33	0.00	
		Extd Total: SENIOR CENTER			8.33		
		Department Total: SENIOR CENTER			8.33		
		CAFR Total:			74.63		
Department: LIGHTING							
Extd: LIGHT,HEAT,POW							
1-01-31-435-435-299		LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.		21-00862	#07-3132-1100-1Y 2/12-3/16	13,528.71	0.00	
JCPL	JCPL		21-00889	#100 069 260 899 2/23-3/24	8,573.67	0.00	
JCPL	JCPL		21-00913	#100 016 434 381 2/24-3/26	3.10	0.00	
					22,105.48		
		Extd Total: LIGHT,HEAT,POW			22,105.48		
Extd: STREET/TRAFFIC							
1-01-31-435-436-299		STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL		21-00832	#100 013 520 380 2/17-/18	17,180.51	0.00	
JCPL	JCPL		21-00863	#100 120 819 048 2/20-3/23	71.78	0.00	
JCPL	JCPL		21-00889	#100 069 260 899 2/23-3/24	1,560.70	0.00	

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Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-31-435-436-299		STREET&TRAFFIC LIGHTING Misc.		Continued			
JCPL	JCPL		21-00913	#100 016 434 381 2/24-3/26	1,609.51	0.00	
					20,422.50		
		Extd Total: STREET/TRAFFIC			20,422.50		
		Department Total: LIGHTING			42,527.98		
Department: TELEPHONE							
Extd:	TELEPHONE						
1-01-31-440-000-299		TELEPHONE Misc.					
VERIZON	VERIZON WIRELESS		21-00798	#342269861-00001 2/5-3/4	2,230.19	0.00	
ATTLLC	AT&T MOBILITY LLC		21-00827	#287284936037 2/12-3/11	587.17	0.00	
ATTLLC	AT&T MOBILITY LLC		21-00828	#287284651437 2/12-3/11	2,276.36	0.00	
MONINT	MONMOUTH INTERNET CORPORATION		21-00899	INVOICE #318442-M APRIL 2021	4,144.61	0.00	
					9,238.33		
		Extd Total: TELEPHONE			9,238.33		
		Department Total: TELEPHONE			9,238.33		
Department: GASOLINE							
Extd:	GASOLINE						
1-01-31-460-000-299		GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC		21-00310	Unleaded RFG Fuel, Delivered	6,754.34	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC		21-00311	Sulfur Diesel Fuel, Delivered	1,503.58	0.00	B
					8,257.92		
		Extd Total: GASOLINE			8,257.92		
		Department Total: GASOLINE			8,257.92		
		CAFR Total:			60,024.23		
Department: MUNIC COURT							
Extd:	MUNICIPAL COURT						
1-01-43-490-000-219		MUNIC COURT Judges Fees					
MICHA015	MICHAEL G. CELLI JR		21-00921	judges fees MARCH 2021	1,000.00	0.00	
1-01-43-490-000-246		MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.		21-00859	INV #28987107 APRIL 2021	145.00	0.00	
		Extd Total: MUNICIPAL COURT			1,145.00		
		Department Total: MUNIC COURT			1,145.00		
Department: PUBLIC DEFEND.							
Extd:	PUBLIC DEFENDER						
1-01-43-495-000-021		Fees					
RONTRO	RONALD J. TROPPOLI		21-00938	2021 SERVICES RENDERED BLANKET	2,500.00	0.00	B
		Extd Total: PUBLIC DEFENDER			2,500.00		
		Department Total: PUBLIC DEFEND.			2,500.00		
		CAFR Total:			3,645.00		

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Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
1-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	21-00931	April 2021 School Tax	866,620.00	0.00	
	Extd Total: TAXES PAYABLE:			866,620.00		
	Department Total: TAXES PAYABLE:			866,620.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			866,620.00		
	Fund Total: CURRENT			1,635,172.74		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
SHEWIL	SHERWIN WILLIAMS	21-00754	Various Gallons of Paint	327.30	0.00	
OPTIMUM	OPTIMUM	21-00817	#07866-197754-01-4 3/15 - 4/14	157.49	0.00	
				484.79		
1-05-55-502-000-205	BEACH UTILITY O/E: Beach Badges					
JERCAP	JERSEY CAPE DIAGNOSTICS	21-00266	2021 Beach Bathing Tags	3,003.00	0.00	
1-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
VERITIV	VERITIV OPERATING COMPANY	21-00829	Various Custodial Supplies	111.79	0.00	B
1-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	21-00832	#100 013 520 380 2/17-/18	207.65	0.00	
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
STASUP	STANDARD SUPPLY CO. INC.	21-00669	Stainless Steel Barrel Bolts	670.00	0.00	
THEHAR	THE HARDWARE STORE	21-00691	Various Supplies, Tools, etc	106.21	0.00	B
GRAING	GRAINGER, INC.	21-00765	Mid Arc, Chrone, Zurn #468D13	6.06	0.00	
UPTFAS	UP-TITE FASTNERS INC.	21-00785	Hardware for Lockers & Roofs	599.50	0.00	
GRAING	GRAINGER, INC.	21-00871	Beachfront Ladies Room Toilet	113.57	0.00	
				1,495.34		
1-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
DREYE005	DREYER'S LUMBER & HARDWARE INC	21-00708	LIFEGUARD LOCKERS LUMBER &	7,197.12	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			12,499.69		
	Department Total: UTILITY OE			12,499.69		
	CAFR Total:			12,499.69		
	Fund Total: BEACH			12,499.69		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
1-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00932	#18196 CONTRACT PMT #49 OF 60	296.99	0.00	

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Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-06-55-502-000-206		TRANS.UTILITY O/E: Electronic Equip.					
CDWGOV	CDW GOVERNMENT INC.		21-00774	Q#LZNM592 Permit Off. WiFi	610.55	0.00	
1-06-55-502-000-207		TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM		21-00856	07866-196915-01-3 3/15-4/14	145.39	0.00	
1-06-55-502-000-209		TRANS.UTILITY O/E: Auto					
EASAUT	EASTERN AUTOPARTS WAREHOUSE		21-00808	#40IV098915 HVAC CAR #81	36.16	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE		21-00874	Blanket Car Repairs	30.41	0.00	B
					66.57		
1-06-55-502-000-210		TRANS.UTILITY O/E: Signs					
GLESUP	GLENCO SUPPLY INC.		21-00659	TRAFFIC SIGNS NEEDED	4,608.00	0.00	
GLESUP	GLENCO SUPPLY INC.		21-00713	No House Hold Trash Signs	990.00	0.00	
GLESUP	GLENCO SUPPLY INC.		21-00769	BOARDWALK SIGNS NEEDED	500.00	0.00	
GLESUP	GLENCO SUPPLY INC.		21-00775	No Parking Signs Needed	228.00	0.00	
					6,326.00		
1-06-55-502-000-212		TRANS.UTILITY O/E: Parking Meter Supply					
ATLLOK	ATLANTIC LOCK & SAFE		21-00768	#25684 PARKING METER SERVICE	120.00	0.00	
1-06-55-502-000-216		TRANS.UTILITY O/E: Ads					
ASBPAK	ASBURY PARK PRESS		21-00760	BIKE SHARE CONCESSION NTB	143.00	0.00	
ASBPAK	ASBURY PARK PRESS		21-00761	E-SCOOTER CONCESSION NTB	137.60	0.00	
					280.60		
		Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			7,846.10		
		Department Total: UTILITY OE			7,846.10		
		CAFR Total:			7,846.10		
		Fund Total: TRANSPORTATION UTILITY: BUDGET:			7,846.10		

Fund: SEWER UTILITY: BUDGET:
Department: UTILITY OE
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

1-07-55-502-000-202		SEWER UTILITY O/E: Harware/Tools					
SHOIND	SHORE INDUSTRIAL SUPPLY CORP.		21-00401	Plumbing Supplies and Tools	49.35	0.00	B
THEHAR	THE HARDWARE STORE		21-00692	Various Supplies, Tools, etc	21.98	0.00	B
GRAING	GRAINGER, INC.		21-00842	Material to Clean Channels	505.37	0.00	
					576.70		
1-07-55-502-000-203		SEWER UTILITY O/E: Motor Vehicle					
ROBBIA	ROBERT BIANCHINI		21-00920	Gas Reimb. for delivery	80.03	0.00	
1-07-55-502-000-204		SEWER UTILITY O/E: Office Supplies					
WBMASON	W.B.MASON CO., INC.		21-00257	Various Office Supplies	43.68	0.00	
STAPLE	STAPLES BUSINESS ADVANTAGE		21-00728	Wave Mesh High-Back Task Chair	319.99	0.00	
					363.67		
1-07-55-502-000-211		SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.		21-00887	#10-3146-5850-17 2/11-3/16	14,206.09	0.00	

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Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-07-55-502-000-211		SEWER UTILITY O/E: Light & Power	Continued			
JCPL	JCPL	21-00913	#100 016 434 381 2/24-3/26	20,841.50	0.00	
				35,047.59		
1-07-55-502-000-218		SEWER UTILITY O/E: Contract Services				
SECWOR	SECURITY WORLD INC.	21-00815	Service Agreement 4/1-6/30/21	600.00	0.00	
OPTIMUM	OPTIMUM	21-00816	#07866-152521-04-4 3/15 - 4/14	99.89	0.00	
THORX005	THOR XPRESS TRANSPORT, LLC	21-00849	TRANSPORT OF 50 RBC FROM NY	3,500.00	0.00	
ANSWER	ANSERCOMM COMMUNICATIONS	21-00929	#M4541-033021 APRIL 2021	182.02	0.00	
				4,381.91		
1-07-55-502-000-220		SEWER UTILITY O/E: Accounting				
NJAMER	N.J. AMERICAN WATER CO.	21-00800	INV #4000209584 MARCH 2021	395.06	0.00	
1-07-55-502-000-224		SEWER UTILITY O/E: Sludge Removal				
PASVAL	PASSAIC VALLEY SEWERAGE COM.	21-00689	INVOICE #518803 FEBRUARY 2021	8,003.25	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	21-00705	#6137022 FEBRUARY 2021	10,741.50	0.00	
				18,744.75		
1-07-55-502-000-231		SEWER UTILITY O/E: Lab Supplies				
GARDSTA	GARDEN STATE LABORATORIES,INC.	21-00783	INVOICE #512016 FEBRUARY 2021	2,245.00	0.00	
		Extd Total:	SEWER UTILITY O/E: OTHER EXPENSES:	61,834.71		
		Department Total:	UTILITY OE	61,834.71		
		CAFR Total:		61,834.71		
		Fund Total:	SEWER UTILITY: BUDGET:	61,834.71		
		Year Total:		1,717,353.24		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-014		Admin general plant				
ATECSEC	A+ TECHNOLOGY & SECURITY	20-03449	QUOTE #ES26186 TRANSPORTATION	15,239.17	0.00	
		Extd Total:	Ord. 2018-4 Var. Capital Improvements	15,239.17		
		Department Total:		15,239.17		
		CAFR Total:		15,239.17		
		Fund Total:	GENERAL CAPITAL FUND BUDGET:	15,239.17		
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	3,335.50	0.00	B
		Extd Total:	Sewer Plant Improvements - Ord. #3038	3,335.50		
		Department Total:		3,335.50		
		CAFR Total:		3,335.50		
		Fund Total:	SEWER CAPITAL FUND BUDGET:	3,335.50		

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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	362.50	0.00	B
	Extd Total:		Ord. 2019-7 Transport.Utility Improve.	362.50		
	Department Total:		Ord. 2019-7 Transport.Utility Improve.	362.50		
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.	39,539.69	0.00	B
	Extd Total:		Ord. 2020-8 Memorial Drive Paving	39,539.69		
	Department Total:		Ord. 2020-8 Memorial Drive Paving	39,539.69		
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	10,212.25	0.00	B
	Extd Total:		Ord. 2020-24 Bond Street Improvements	10,212.25		
	Department Total:		Ord. 2020-24 Bond Street Improvements	10,212.25		
	CAFR Total:			50,114.44		
	Fund Total:		PARKING CAPITAL	50,114.44		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-42 Beach Utility Improv.					
C-10-55-101-102-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-01452	Lifeguard ems restroom facilit	539.00	0.00	B
	Extd Total:		Ord. 2019-42 Beach Utility Improv.	539.00		
	Department Total:			539.00		
	CAFR Total:			539.00		
	Fund Total:		BEACH CAPITAL FUND BUDGET:	539.00		
	Year Total:			69,228.11		
Fund:	GRANT FUND BUDGET:					
Department:	CAP. IMP. FUND					
G-02-43-901-018-200	Clean Communities Grant 2018					
STASUP	STANDARD SUPPLY CO. INC.	21-00709	Lumber for Art Project	1,483.69	0.00	
	Extd Total:			1,483.69		
	Department Total:		CAP. IMP. FUND	1,483.69		

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Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-924-019-200	Bulletproof Vest Grant					
LANASO LANIGAN ASSOCIATES. INC.		21-00047	22 NEW BODY ARMOUR VESTS	14,298.73	0.00	
	Extd Total:			14,298.73		
	Department Total:			14,298.73		
G-02-43-936-020-202	Misc/Other					
AMAZO005 AMAZON.COM SERVICES		21-00840	PPE SUPPLIES NEEDED	223.94	0.00	
	Extd Total:			223.94		
	Department Total:			223.94		
G-02-43-937-020-200	Bulletproof Vest Grant					
LANASO LANIGAN ASSOCIATES. INC.		21-00047	22 NEW BODY ARMOUR VESTS	6,622.17	0.00	
	Extd Total:			6,622.17		
	Department Total:			6,622.17		
Department: LOAN REPAYMENT						
G-02-43-940-021-200	Senior Center Grant					
SPRCON SPRINGWOOD CENTER CONDOMINIUM		21-00830	1st Q. Condo Association Fees	7,497.75	0.00	
	Extd Total:			7,497.75		
	Department Total: LOAN REPAYMENT			7,497.75		
	CAFR Total:			30,126.28		
	Fund Total: GRANT FUND BUDGET:			30,126.28		
	Year Total:			30,126.28		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		21-00941	Dog License Report March 2021	437.40	0.00	
	Extd Total:			437.40		
	Department Total:			437.40		
	CAFR Total:			437.40		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			437.40		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: CDBG Cares Act						
T-17-77-850-850-007	PPE for Police, Fire & DPW					
AMAZO005 AMAZON.COM SERVICES		21-00741	Black Disposable Masks	7,526.00	0.00	
	Extd Total: CDBG Cares Act			7,526.00		
	Department Total:			7,526.00		
	CAFR Total:			7,526.00		

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd: 2020 CDBG Allotment						
T-17-78-850-850-001	Administration					
WBMASON W.B.MASON CO., INC.		21-00758	Office Supplies	39.29	0.00	
T-17-78-850-850-006	Community Events					
ORITRA ORIENTAL TRADING CO., INC.		21-00757	Easter supplies	868.27	0.00	
WBMASON W.B.MASON CO., INC.		21-00758	Office Supplies	311.75	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		21-00777	Easter Fliers-Signs	440.00	0.00	
AMAZO005 AMAZON.COM SERVICES		21-00803	Easter Bunny Costume	124.00	0.00	
				1,744.02		
	Extd Total: 2020 CDBG Allotment			1,783.31		
	Department Total:			1,783.31		
	CAFR Total:			1,783.31		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			9,309.31		
Fund: TRUST OTHER						
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA DEPT.OF CHILDREN & FAMILIES		21-00942	1st Quarter Marriage Report	475.00	0.00	
	Extd Total:			475.00		
Extd: 5 YR EMERGENCY						
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC NJ DEPT. OF COMMUNITY AFFAIRS		21-00933	1ST QT DCA TRAINING FEES 2021	6,118.00	0.00	
	Extd Total: 5 YR EMERGENCY			6,118.00		
	Department Total:			6,593.00		
	CAFR Total:			6,593.00		
	Fund Total: TRUST OTHER			6,593.00		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)					
INSENG INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	300.00	0.00	
CLACAN CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	495.00	0.00	
				795.00		
	Extd Total:			795.00		
	Department Total:			795.00		
T-21-00-468-000-299	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
CLACAN CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PERS							
T-21-00-471-000-299		ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
INSENG	INSITE ENGINEERING, LLC		21-00413	Beach Club Insite Jan 2021	1,062.50	0.00	
INSENG	INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	1,462.50	0.00	
					2,525.00		
		Extd Total:			2,525.00		
		Department Total: PERS			2,525.00		
T-21-00-473-000-299		1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)					
INSENG	INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	2,765.48	0.00	
		Extd Total:			2,765.48		
		Department Total:			2,765.48		
T-21-00-477-000-299		300 6TH AVENUE (300 6TH AVENUE,LLC)					
CLACAN	CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	385.00	0.00	
		Extd Total:			385.00		
		Department Total:			385.00		
T-21-00-484-000-299		AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
CLACAN	CLARKE CATON HINTZ PC		21-00853	CCH PB/ZB outstdg invoices	642.50	0.00	
		Extd Total:			642.50		
		Department Total:			642.50		
T-21-00-491-000-299		215 BORDEN/1302 MATTISON(SIG2X,LLC)					
INSENG	INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	175.00	0.00	
CLACAN	CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	220.00	0.00	
					395.00		
		Extd Total:			395.00		
		Department Total:			395.00		
T-21-00-497-000-299		917 ASBURY AVENUE(H4 HOLDINGS, LLC)					
CLACAN	CLARKE CATON HINTZ PC		20-03423	Insite Invoice PB 79440	2,579.35	0.00	
		Extd Total:			2,579.35		
		Department Total:			2,579.35		
T-21-00-498-000-299		704 4TH AVE(13 GRAND POINT WAY, LLC)					
INSENG	INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	200.00	0.00	
		Extd Total:			200.00		
		Department Total:			200.00		
T-21-00-499-000-299		216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
CLACAN	CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	625.00	0.00	
		Extd Total:			625.00		
		Department Total:			625.00		

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: UTILITY S&W						
T-21-00-501-000-299	1112-1114 MAIN ST(INSPECTION FEES)					
INSENG INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	681.78	0.00	
	Extd Total:			681.78		
	Department Total: UTILITY S&W			681.78		
T-21-00-504-000-299	722-724 COOKMAN(INSPECTION)(C&C COOKMAN)					
INSENG INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	455.62	0.00	
	Extd Total:			455.62		
	Department Total:			455.62		
T-21-00-506-000-299	321 SUNSET AVENUE(N.CINGULAR WIRELESS)					
CLACAN CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	220.00	0.00	
	Extd Total:			220.00		
	Department Total:			220.00		
Department: CAP. IMP. FUND						
T-21-00-511-000-299	1405 4TH AVENUE(1405 4TH,LLC)					
INSENG INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	1,087.50	0.00	
CLACAN CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	220.00	0.00	
				1,307.50		
	Extd Total:			1,307.50		
	Department Total: CAP. IMP. FUND			1,307.50		
Department: CAPITAL OUTLAY						
T-21-00-512-000-299	407 SEWALL(INSPECTIONS)(407 SEWALL,LLC)					
INSENG INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	2,410.90	0.00	
	Extd Total:			2,410.90		
	Department Total: CAPITAL OUTLAY			2,410.90		
T-21-00-513-000-299	814 MAIN STREET(AP SHORE HOLDINGS, LLC)					
CLACAN CLARKE CATON HINTZ PC		21-00770	CCH PB/ZB Invoices for 02/2021	1,175.00	0.00	
	Extd Total:			1,175.00		
	Department Total:			1,175.00		
T-21-00-516-000-299	507 BOND ST(INSPECTION)(EAGON BROS.PTR.)					
INSENG INSITE ENGINEERING, LLC		21-00617	Insite pb/zb invoices Feb 2021	257.50	0.00	
	Extd Total:			257.50		
	Department Total:			257.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			17,495.63		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			17,495.63		

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-825	AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
MARFAL MARAZITI FALCON, LLP		21-00706	Prof.Services.Rendered.Feb-21	1,462.50	0.00	
MARFAL MARAZITI FALCON, LLP		21-00822	#45711: AP Triangle (ESCROW)	5,395.00	0.00	
				6,857.50		
T-48-56-850-000-830	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)					
MARFAL MARAZITI FALCON, LLP		21-00706	Prof.Services.Rendered.Feb-21	3,640.00	0.00	
T-48-56-850-000-836	1401 OCEAN(1401 OCEAN,LLC/BERKLEY HOTEL)					
MARFAL MARAZITI FALCON, LLP		21-00706	Prof.Services.Rendered.Feb-21	4,030.00	0.00	
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL MARAZITI FALCON, LLP		21-00706	Prof.Services.Rendered.Feb-21	7,475.00	0.00	
	Extd Total:			22,002.50		
	Department Total:			22,002.50		
	CAFR Total:			22,002.50		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			22,002.50		
	Year Total:			55,837.84		

Total Charged Lines: 500 Total List Amount: 1,914,166.91 Total Void Amount: 0.00

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	28,021.71	0.00	0.00	28,021.71
SEWER UTILITY: BUDGET:	0-07	13,599.73	0.00	0.00	13,599.73
Year Total:		41,621.44	0.00	0.00	41,621.44
CURRENT	1-01	1,635,172.74	0.00	0.00	1,635,172.74
BEACH	1-05	12,499.69	0.00	0.00	12,499.69
TRANSPORTATION UTILITY: BUDGET:	1-06	7,846.10	0.00	0.00	7,846.10
SEWER UTILITY: BUDGET:	1-07	61,834.71	0.00	0.00	61,834.71
Year Total:		1,717,353.24	0.00	0.00	1,717,353.24
GENERAL CAPITAL FUND BUDGET:	C-04	15,239.17	0.00	0.00	15,239.17
SEWER CAPITAL FUND BUDGET:	C-08	3,335.50	0.00	0.00	3,335.50
PARKING CAPITAL	C-09	50,114.44	0.00	0.00	50,114.44
BEACH CAPITAL FUND BUDGET:	C-10	539.00	0.00	0.00	539.00
Year Total:		69,228.11	0.00	0.00	69,228.11
GRANT FUND BUDGET:	G-02	30,126.28	0.00	0.00	30,126.28
ANIMAL CONTROL FUND BUDGET:	T-12	437.40	0.00	0.00	437.40
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	9,309.31	0.00	0.00	9,309.31
TRUST OTHER	T-20	6,593.00	0.00	0.00	6,593.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	17,495.63	0.00	0.00	17,495.63
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	22,002.50	0.00	0.00	22,002.50
Year Total:		55,837.84	0.00	0.00	55,837.84
Total Of All Funds:		1,914,166.91	0.00	0.00	1,914,166.91

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

April 14, 2021 Council Meeting

Balance Brought Forward from Total List Amount		1,914,166.91
Postmaster	$	1,600.00
CMRS-FP (Postage)	$	2,500.00
	$	1,918,266.91

Attachment: Bill List 4-14-21 (2021-180 : Payment of Bills)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-181
Resolution authorizing the purchase of twenty-four (24) sign displays to be used at various locations downtown and on the boardwalk.

RESOLUTION NO. 2021-181

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING PURCHASE OF NEW SIGN DISPLAYS

WHEREAS, the City of Asbury Park ("City") has a need to purchase twenty-four new sign displays to be used at various locations downtown and on the boardwalk; and

WHEREAS, the City has solicited and obtained three quotes from Hatteras, Glenco Supply and Craftmaster Printing, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of new sign displays to Hatteras in an amount of $6,758.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-05-55-502-000-217 and 1-06-55-502-000-210. 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 new sign displays in the amount of $6,758.00 and a copy of this Resolution shall be provided to the Superintendent of Public Works, Transportation Manager, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-181 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

HATTERAS
PRINT HAPPENS HERE.
56 Park Road Tinton Falls, NJ 07724 732-223-9888 connect@hatteras.us www.hatteras.us

April 01, 2021

Asbury Park Municipal
James Bonanno
1 Municipal Plaza
Asbury Park, NJ 07712

Dear James Bonanno,

Thank you for this opportunity to submit the following quotation :

Estimate #	**57089**
Project Name	**Town/Boardwalk Sign Displays**
Pages & Size	4 lots - 24" (w) x 36" (h)
Proofs	PDF
Ink & Coating	4/0
Stock	4mm Coroplast
Finishing	Trim, Insert (2) Posters into WindPro Heavy Duty Snap Edge Sign Stand
Packing & Delivery	Bulk pack Individually

Pricing

Quantity	Pricing
24	$6,758.00

Prices above are valid for 30 days and are subject to review of final art, disk, color corrections, material cost and/or change in production schedule. Customers are required to supply High Res PDF Files with all elements in position in addition to application files. Additional charges may apply if files are not in the appropriate format. All shipping/freight dollar amounts hereon are estimates, which are subject to change. If you have any questions please consult with your sales representative.

Sincerely,
Mike Steppe

Attachment: Sign Display Quotes (2021-181 : Purchase of New Sign Displays)

James Bonanno

From:	STEVE ROBERTS <ser01@optonline.net>
Sent:	Wednesday, April 7, 2021 1:59 PM
To:	James Bonanno
Subject:	[EXTERNAL] Fwd: Signage Question- GLENCEO SUPPLY INC rolling sign stand with base and shipping included
Attachments:	Map Holder - Heavy DutyWind.png

GLENCO SUPPLY INC

PO BOX 638 OAKHURST NJ 07755 732-995-8753

4-7-21 ATTN: ASBURY PARK TRANSPORTATION

ATTN: JAMES QUOTE # AP0407

24 # 4205BKFP BLACK FRAME SIGN WITH ROLLING BASE- $ 318.00ea $7632.00

delivery charges included with price

MDI-Worldwide 4205BKFP WindMaster Curb Sign, Insert Size 28" Width x 44" Height, Gloss Black

with 4200rbgh rolling base

Attachment: Sign Display Quotes (2021-181 : Purchase of New Sign Displays)

CRAFTMASTER PRINTING, INC.

2024 State Route 33
Neptune City, NJ 07753
732-775-0011
Fax 732-775-1771

Estimate

DATE	ESTIMATE #
3/24/2021	11155

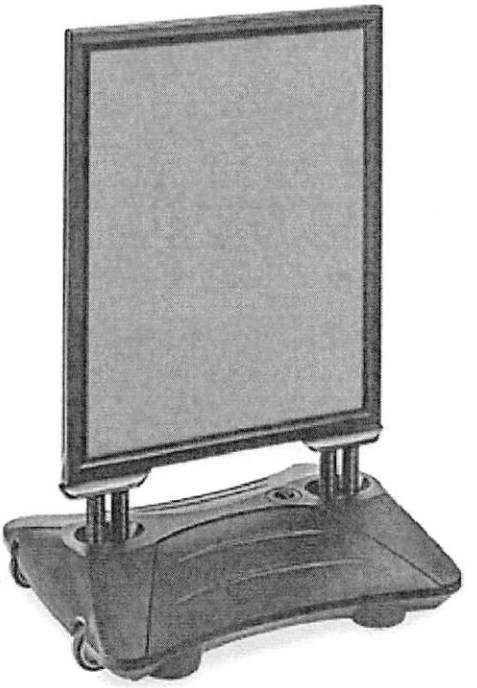
NAME / ADDRESS
Asbury Park Municipal Transportation Deptartment One Municipal Plaza Asbury Park, N.J. 07712

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Wind Sign II, Snap Frame, 24x36	24	344.00	8,256.00
Corrugated signs - 24x36, 1 sided, full color	48	13.33333	640.00

TOTAL $8,896.00

Attachment: Sign Display Quotes (2021-181 : Purchase of New Sign Displays)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-182

Resolution authorizing a payment to AP Library for the removal and purchase of six air handlers and high efficiency cooling coils to replace the existing 30+ year old equipment at the Public Library. Payment in the amount of $25,000, using CDBG funds, with the remaining balance to be paid for by the AP Library.

RESOLUTION NO. 2021-182

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING A PAYMENT TO THE ASBURY PARK LIBRARY FOR THE REMOVAL AND PURCHASE OF SIX HONEYWELL AIR CONDITIONING UNITS THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

WHEREAS, the Asbury Park Library's current air conditioning unit is over 30 years old and is in need of replacement; and

WHEREAS, the City of Asbury Park will use Community Development Block Grant (CDBG) funds for a portion of the payment to the Asbury Park Library in the amount of $25,000, and the remaining balance will be paid for by the Asbury Park Public Library for the total cost of the air conditioning units; and

WHEREAS, this project was included in the FY-2020 Annual Action Plan, that was approved by resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Trust Account T-17-78-850-850-007 of the official budget to which the payment will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park (the "City") in the County of Monmouth, State of New Jersey authorize a partial payment to the Asbury Park Library for the removal of six air handlers and condensers and purchase of six air handlers and high efficiency cooling coils to replace the old equipment at the Asbury Park Public Library.

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. 2021-182 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-183
Resolution authorizing the purchase and installation of an electronic digital message sign at Springwood Park that will allow residents to view important community information and announcements using CDBG funds.

RESOLUTION NO. 2021-183

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF AN ELECTRONIC DIGITAL MESSAGE CENTER SIGN FROM DAKTRONICS FOR SPRINGWOOD PARK

WHEREAS, the City of Asbury Park received a quote from Daktronics for the purchase of a Galaxy Outdoor Electronic Message Center for Springwood Park; and

WHEREAS, the City has obtained the attached quote totaling $55,278.00 from the Educational Services Commission of New Jersey (ESCNJ), Bid Contract # AEPA IFB #020-F, Digital Display Solutions, in which the City is a member of; and

WHEREAS, the location of the Outdoor Electronic Message Center will be installed at the Springwood Park, 1101 Springwood Avenue; and

WHEREAS, this Electronic Digital Message Center Sign will allow residents to view important Community information and announcements; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to Daktronics and will use Community Development Block Grant (CDBG) funds for such purchase in the amount of $55,278.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Trust Account T-17-78-850-850-010 of the official budget to which the purchase will be officially charged; and

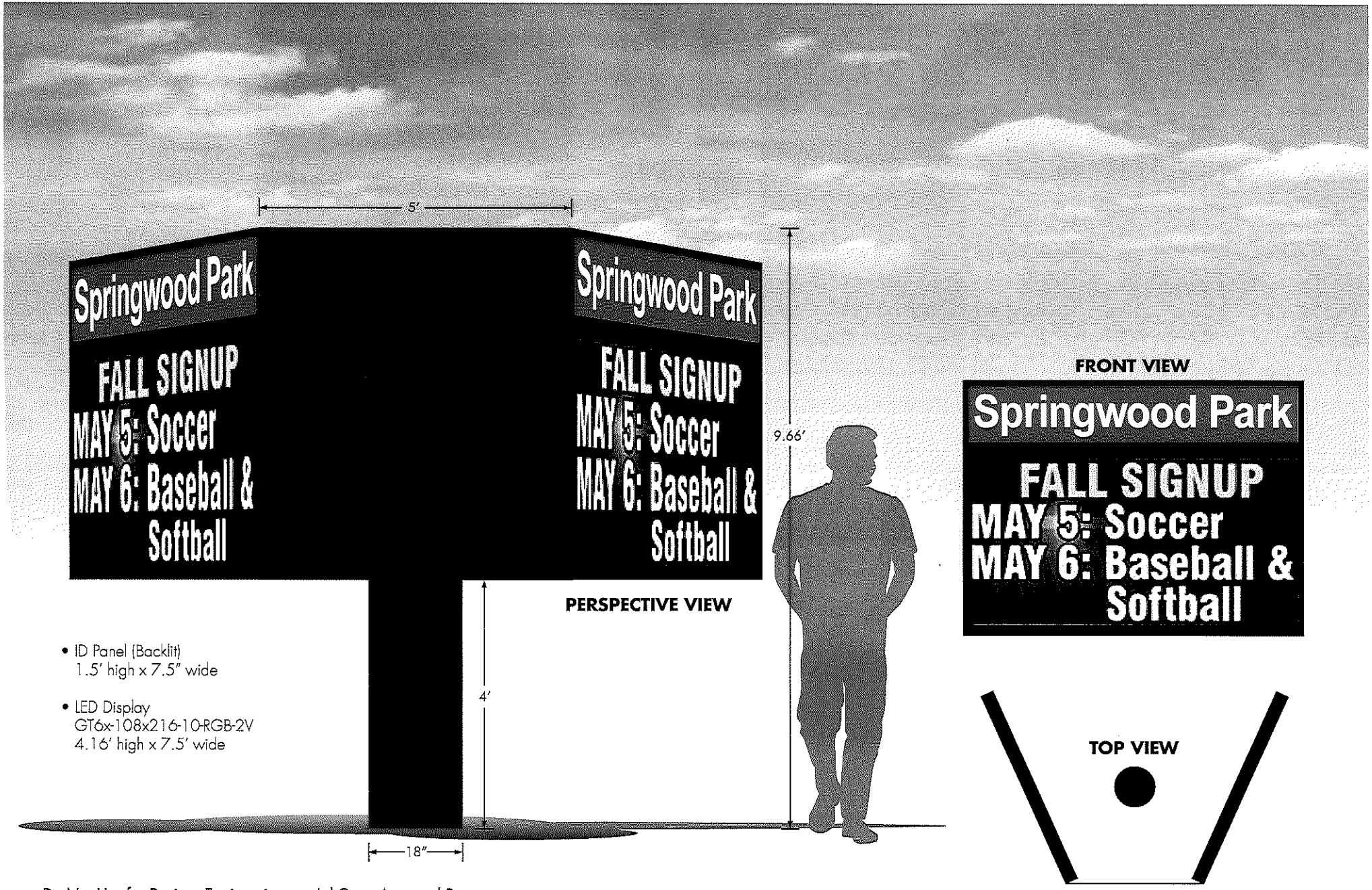
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park (the "City") in the County of Monmouth, State of New Jersey authorize the purchase and installation of an Electronic Digital Message Center Sign for the Springwood Park; and

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. 2021-183 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK



- ID Panel (Backlit)
  1.5' high x 7.5" wide
- LED Display
  GT6x-108x216-10-RGB-2V
  4.16' high x 7.5' wide

Do Not Use for Design, Engineering, or Ad Copy Approval Purposes
Screens and/or Printer Calibration may Impair Visual Accuracy of Colors Shown
ALL DIMENSIONS ARE APPROXIMATE

03/01/2021 (REV 0) Concept Springwood Park_NJ Entrance GT6x-108x216-10 (3)

SPRINGWOOD PARK ASBURY PARK, NJ

THIS ARTWORK IS PROTECTED UNDER FEDERAL AND INTERNATIONAL COPYRIGHT LAW. EXPRESSED PERMISSION FROM DAKTRONICS INC. IS REQUIRED FOR REPRODUCTION. RENDERINGS ARE FOR THE EXCLUSIVE USE OF DAKTRONICS, DAKTRONICS CUSTOMERS, AND A CUSTOMER'S PARTNERS. RENDERINGS ARE CONCEPTUAL IN NATURE, AND ALTERATIONS MAY OCCUR DURING THE DESIGN AND INSTALLATION PROCESS.

DAKTRONICS

DAKTRONICS

DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

Thank you for giving Daktronics the opportunity to be your equipment provider. It is important to us that we capture your vision for this project. The provided quote outlines your product selection. Please look it over carefully and work with your salesperson to review and answer any questions.

We look forward to partnering with you on this exciting opportunity!

Placing Order:

When you are ready to place your order, contact your salesperson to obtain order documents. Daktronics will need the following information:

- Finalized equipment decision, including colors
- Delivery location/address
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view Daktronics Graphics File Standards and submit with your order documents.

Additional Information:

Our website and blog offer helpful information. Learn more about what our customers are talking about by visiting the following:

- Could your PA system use an upgrade?
  - Check out our Sports Sound Systems.
- Wishing you could check off more items on your list of needs?
  - See how Daktronics Sports Marketing could add revenue to your budget.
- Curious what other schools have installed?
  - Look through our Daktronics Sports Photo Gallery for ideas.
- Did you know we have an in-house reliability laboratory?
  - Experience the testing your components undergo in our Product Reliability Lab.
- Interested in financing options for orders over $25,000?
  - View our Getting Started Guide to see what Daktronics offers.
- Want to view helpful information related to our products, in addition to stories on how other schools are developing students and generating revenue?
  - Check out our blog.

Attachment: DAKTRONICS QUOTE (2021-183 : Resolution Authorizing the Purchase & Installation of an Electronic Digital Message Center Sign)

DAKTRONICS QUOTE # 534871-7-1

City of Asbury Park
Cassandra Dickerson
1 MUNICIPAL PLAZA
ASBURY PARK, NJ USA07712
Phone: (732)502-5753
Fax:
Email: cassandra.dickerson@cityofasburypark.com

4/Mar/2021
Quote valid for: 90 days
Terms: Net 30 days from shipment with Purchase Order
Subject to Credit Review
FCA: DESTINATION
Delivery: Call For Production Time

Reference: Springwood Park- All pricing in accordance with ESCNJ Contract #AEPA IFB #020-F

Item No.	Model	Description	Qty	Price
1	GT6x-108X216-10-RGB-2V	**Galaxy® Outdoor Electronic Message Center - GT6x Series - 10mm RGB; 2V Interconnect Cable Length Is 20 Feet** Matrix: 108 lines by 216 columns Line Spacing: 10mm LED Color: RGB- 281 Trillion Colors Face Configuration: 2V - two one sided displays - same content View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 4' 2" H X 7' 6" W X 0' 7" D (Approx. Dimensions) Max Power: 1895 watts/display Weight: Unpackaged 275 lbs per display; Packaged 380 lbs per display	1	$31,315.00
2	Daktronics Verizon Modem, 4G, Ethernet	Daktronics Verizon 4G Cellular Modem Only - Requires Daktronics Verizon Cellular Data Plan	1	$1,080.00
3	Galaxy® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1	$248.00
4	Custom Outdoor Backlit Horizontal	Outdoor Backlit 1' 6" x 7' 6" Horizontal (Package Weight 90 lbs)	2	$2,835.00
5	Angle Clamp Mounting Method (A)	For 2 Tubes	2	
6	Physical Installation	See attachment A.	1	$16,970.00
7	System Startup	Final Commissioning of Equipment	1	$850.00
8	Daktronics System Certified Structural Drawings <100	Engineered stamped drawings for footing and beams	1	$700.00
9	Daktronics System Installation Drawings <100	Attachment support system drawings	1	$500.00
10	FREIGHT	Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.	1	$780.00
Services				
11	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	

Attachment: DAKTRONICS QUOTE (2021-183 : Resolution Authorizing the Purchase & Installation of an Electronic Digital Message Center Sign)

DAKTRONICS QUOTE # 534871-7-1

Venus® Control Suite - Prime Playlist Package, Cloud Based	Secure, web-based software that enables display management anytime, anywhere via internet connection. ADMINISTRATORS OF ACCOUNT REQUIRED AT TIME OF ORDER. Terms of Use: http://www.daktronics.com/TermsConditions/DD2688225	1
Venus® Control Suite -Prime Playlist Web Seminar - Single User	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)	1
Daktronics Verizon Lifetime 4G Cellular Data Plan for VCS, Up to 100,000 Pixels	Daktronics Verizon Lifetime 4G Cellular Data Plan Per Modem, for Venus Control Suite on Displays Up to 100,000 pixels. Excludes streaming data feeds and diagnostics.	1
	Total Price Excluding Applicable Tax:	$55,278.00

Please reference listed sales literature: DD1628383 for G5C5-W, DD2688225 for Venus® Control Suite - Prime Playlist Package, Cloud Based, DD3512730 for Daktronics Verizon Modem, 4G, Ethernet, DD4008961 for GT6x-108X216-10-RGB-2V

Please reference listed shop drawings: DWG-04293512 for GT6x-108X216-10-RGB-2V

Attachment: DAKTRONICS QUOTE (2021-183 : Resolution Authorizing the Purchase & Installation of an Electronic Digital Message Center Sign)

DAKTRONICS QUOTE # 534871-7-1

Leasing Program
If your purchase exceeds $25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:
$50,000 in total equipment cost = $10,700 per year
$100,000 in total equipment cost = $21,199 per year
$250,000 in total equipment cost = $52,899 per year
Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Notes: Due to the dynamic COVID-19 situation, the freight pricing and proposed schedule for delivery and performance of services are subject to change.

Exclusions:
- **Power**
- **Signal Conduit**
- **Applicable Permits**
- **Electrical Switch Gear or Distribution Equipment**
- **Hoist**
- **Labor to Pull Signal Cable**
- **Taxes**
- **Front End Equipment**

Unless expressly stated otherwise in this Quote # 534871-7 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Michael Montague
PHONE: 732-428-9597
FAX: 605-697-4700
EMAIL: Michael.Montague@daktronics.com

Clayton Huisken
PHONE: 605-692-0200 Ext.56315
FAX:
EMAIL: Clayton.Huisken@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability	(www.daktronics.com/terms_conditions/SL-02374.pdf)
SL-02375 Standard Terms and Conditions of Sale	(www.daktronics.com/terms_conditions/SL-02375.pdf)
SL-07862 Software License Agreement	(www.daktronics.com/terms_conditions/SL-07862.pdf)
Additional Links:	
Wireless Service Addendum	(www.daktronics.com/TermsConditions/DD3956286)

NOTE:
The pricing may be adjusted for freight and taxes depending on the options selected.
Please request order documents to submit your order.

Attachment: DAKTRONICS QUOTE (2021-183 : Resolution Authorizing the Purchase & Installation of an Electronic Digital Message Center Sign)

DAKTRONICS QUOTE # 53487 1-7-1 MAIN
ATTACHMENT A

CUSTOMER RESPONSIBILITIES

General

1) Secure necessary sign permits, as required.
2) Secure necessary construction permits, as required.
3) Provide soil investigation report at time of order.
4) Mark location of the new Equipment as delineated in the quote.
5) Locate private underground utilities.
6) All landscaping restoration, as required.
7) Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work.

Structures

1) Not applicable

Electrical & Data

1) Provide primary power feed five (5) feet off grade on structure in the form of transformer and electrical disconnect/distribution panel, as applicable, with over current protection per all applicable electrical cod and regulations.
2) Provide and install electrical distribution panel or dedicated circuits for each display at base of structure.

Product/Equipment

1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installatior
2) Provide high speed internet connection to control room equipment.
3) Required power outlets on clean dedicated circuit(s) for all control equipment.

DAKTRONICS RESPONSIBILITIES

General

1) Not applicable

Structures

1) Excavation of drilled pier foundation(s) including spoils removal. Placement and finishing of concrete for foundations.
2) Steel fabrication and erection of structural columns.
3) Steel fabrication and erection of sub-structure for Equipment mounting.
4) Paint new support structure provided in this quotation.

Electrical & Data

1) Provide secondary power conduits, power cable and power hook-up from five (5) feet off grade on structu to all Daktronics supplied load centers/termination panel at/within the Equipment.

Product/Equipment

1) Accept, lift, unload, and inspect all Equipment and control equipment from carrier.
2) Lift and mount Equipment listed in this quotation.
3) Marquee will be configured in a V-shape.

QUALIFICATIONS/CLARIFICATIONS

1) **Access:** Daktronics requires unobstructed access to Equipment and control room installation site until displ is 100%. Installation equipment (cranes, lifts, trucks, concrete trucks, etc.) are expected to have access directly to the scoreboard/structure location. No concrete pumping, concrete buggies, or crane picks ov 10' distance from scoreboard structure are included.
2) **Control Room Climate:** Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommende

Attachment: DAKTRONICS QUOTE (2021-183 : Resolution Authorizing the Purchase & Installation of an Electronic Digital Message Center Sign)

3) **Foundations:** For this quotation Daktronics basis for foundation design is a class 4 soil with a minimum allowable lateral bearing pressure of 150 psf/ft per Chapter 18 of the International Building Code (IBC). Th foundation excavation is based on the excavated area remaining open without collapsing to allow the placement of applicable reinforcement and/or structural columns and concrete. This quotation does not include casings, slurry, dewatering or any other soil stabilization. In the event rock, water, differing soil conditions other than class 4 soil per Chapter 18 of the International Building Code (IBC) or unforeseen conditions are encountered, the Customer will be responsible for any additional costs, plus overhead and profit of 20%.
4) **Electrical:** The maximum voltage is 120 volts line to neutral for all Equipment in this quotation.
5) **Exterior Equipment:** The bottom of the Equipment will be placed at an elevation of four (4) feet above gra

Attachment: DAKTRONICS QUOTE (2021-183 : Resolution Authorizing the Purchase & Installation of an Electronic Digital Message Center Sign)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-184
Reappointment of City Manager Donna M.Vieiro

RESOLUTION NO. 2021-184

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE REAPPOINTMENT OF DONNA M. VIEIRO AS MUNICIPAL MANAGER AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT RELATING THERETO

WHEREAS, pursuant to N.J.S.A. 40:69A-89, *et seq*., and Section 2-3 of the "Code of the City of Asbury Park, New Jersey," the Municipal Council shall appoint a Municipal Manager to serve as the chief executive and administrative official of the municipality, at such salary and under such conditions as the Municipal Council by a majority vote may decide; and

WHEREAS, it is the desire of the Asbury Park Mayor and Council to reappoint Donna M. Vieiro to serve as the Municipal Manager (a/k/a the "City Manager") of the City, commencing on January 1, 2021, in accordance with the terms and conditions set forth in the attached Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Donna M. Vieiro is hereby reappointed to serve as the Municipal Manager of the City of Asbury Park, pursuant to N.J.S.A. 40:69A-89, *et seq*., and Section 2-3 of the "Code of the City of Asbury Park, New Jersey," effective April 14, 2021, in accordance with the terms and conditions set forth in the attached Employment Agreement.

BE IT FURTHER RESOLVED, that the execution of the attached Employment Agreement by the Mayor and City Clerk, on behalf of the City, is hereby authorized and/or ratified.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution, along with the attached Employment Agreement, shall be provided to each of the following:

a. Donna M. Vieiro, Appointed Municipal Manager
b. Director, N.J. Division of Local Government Services
c. Edward Sasdelli, State Fiscal Monitor
d. JoAnn Boos, Asbury Park Chief Financial Officer
e. Mary Kay Callahan, Personnel Officer
f. Rajiv D. Parikh, Esquire, Labor Counsel
g. Frederick C. Raffetto, Esquire, City 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. 2021-184 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT BETWEEN

THE CITY OF ASBURY PARK,

MONMOUTH COUNTY, NEW JERSEY

AND

DONNA M. VIEIRO

TO SERVE AS CITY MANAGER

JANUARY 1, 2021 - DECEMBER 31, 2025

Attachment: DMVieiro Contract 2021_2025 (2021-184 : Renewal of City Manager Contract)

EMPLOYMENT AGREEMENT

This Agreement entered into this_____day of_____, 2021 by and between **Donna M. Vieiro** (hereinafter "Vieiro") and the **City of Asbury Park** (hereinafter "the City"), a municipal corporation of the State of New Jersey (collectively, Vieiro and the City are referenced herein as the "parties").

1. **Position**. The City will employ Vieiro as the Municipal Manager (also known as the "City Manager") of the City. Such appointment will be subject to all provisions of applicable law, including but not limited to N.J.S.A. 40:69A-89, *et seq.*, and all applicable provisions of the Ordinances of the City, including but not limited to Section 2-3 of the Asbury Park City Code. Subject to the supervision and pursuant to the orders and directives of the Mayor and City Council (also referenced as the "Governing Body"), and in accordance with all provisions of applicable law and applicable provisions of the Ordinances of the City, Vieiro shall perform all duties prescribed for such position by relevant law and City Ordinances, and all those customarily performed by one holding such position, as well as any additional duties as may be assigned to her by the Mayor and City Council from time to time.

2. **Commencement Date; Term of Agreement**.

This Agreement governs and sets the terms and conditions of employment of Vieiro for the period beginning on January 1, 2021 and continuing until December 31, 2025.

3. **Manner and Performance of City Manager's Duties**. Vieiro agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talent, perform all of the duties that may be required of her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Mayor and City Council. She shall, at all times, present a professional demeanor, and carry out her responsibilities in accordance with the law.

Attachment: DMVieiro Contract 2021_2025 (2021-184 : Renewal of City Manager Contract)

4. **Salary and Benefits**.

A. Salary:

Vieiro's salary shall be set at a rate that maintains a 2% increase above the compensation of the highest compensated City employee; or a 2% annual increase from the previous year's salary, whichever is higher. Said salary shall be paid in accordance with the regular payroll schedule of the City.

B. Benefits:

Vieiro shall be entitled to the following benefits:

- Five (5) weeks (twenty-five (25) work days) of vacation per calendar year.
- Four (4) personal days per calendar year.
- Fifteen (15) sick days per calendar year.
- All City holidays off (fourteen (14) paid holidays pursuant to the City's current holiday schedule).
- The City shall provide health and prescription benefits to Vieiro that are accorded to current City Employees. At no time shall Vieiro receive less medical coverage than that which is received by any other employee of the City.
- Upon retirement in PERS, and 3 years of employment with City of Asbury Park, Vieiro shall be entitled to receive, at no cost, medical and health benefits at levels offered by the NJ SHBP for retirees. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

5. **Hours of Employment**. Vieiro shall devote her full time, energy and effort to the business and affairs of the City during the term of her employment. She may not engage in other employment which conflicts or interferes with her primary duties for the City

Attachment: DMVieiro Contract 2021_2025 (2021-184 : Renewal of City Manager Contract)

without prior approval from the Governing Body, which approval shall not be unreasonably withheld. Vieiro will be allowed to have reasonable flexibility in her hours of work, as appropriate and approved by the Mayor and City Council, during said normal office hours, as the demands of her position permit.

6. **Non-applicability of Overtime or Compensatory Time**. Vieiro and the City agree that the City Manager position is an exempt position from any maximum hour requirements found under State or Federal law, and, accordingly, Vieiro will not be paid any overtime or any extra compensation above that explicitly stated in this Agreement.

7. **Performance Review.** If applicable, Vieiro shall be subject to a performance review to be held once annually, with goals and objectives to be set on an annual basis by the Mayor and City Council.

8. **Reimbursement of Expenses**. The Mayor and Council will consider reasonable requests for reimbursement of expenses incurred by Vieiro in connection with professional and official travel, meetings and occasions for professional development (including courses and seminars). Approval of the Mayor and Council for reimbursement of such expenses shall not be unreasonably withheld.

9. **Vehicle.** Vieiro's duties for the City require that she shall have the use, during the term of her employment with the City, of a vehicle provided to her by the City, which shall be permitted in accordance with the provisions of this Section. Vieiro's use of the City vehicle shall be for official City business and personal use. When vehicle is used for personal use, Vieiro shall be responsible for cost of gasoline and use of vehicle shall be restricted to travel within the Tri-state area. The City shall be responsible for payment, liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair and/or replacement of said vehicle.

10. **Cell Phone.** The City shall provide and pay for a cell phone for Vieiro's use for official City business.

Attachment: DMVieiro Contract 2021_2025 (2021-184 : Renewal of City Manager Contract)

11. **Professional Organizations Coverage.** The City shall pay for Vieiro's continued membership in professional organizations which are directly related to the position of Municipal Manager including, but not limited to, the NJMMA and ICMA, during the term of Vieiro's employment with the City.

12. **Indemnification.** The City shall defend, save harmless and indemnify Vieiro against any tort, professional liability claim(s) or demand(s) or other legal action(s), whether groundless or otherwise, arising out of an alleged act or omission that is within the scope of, and occurring within the good faith performance of, Vieiro's duties as the City Manager, to the extent permitted by applicable law. The City and/or its insurance carrier, in its/their sole discretion, may compromise and settle any such claim(s) or suit(s) and shall pay the amount of any settlement or judgment rendered therein.

13. **Termination of Agreement by the City**. Vieiro shall serve as an "at will" employee. The City may terminate this Agreement and the employment of Vieiro, with or without cause, in accordance with the applicable provisions contained in relevant City Ordinances and State Statute.

14. **Termination of Agreement by Employee**. Vieiro may terminate this Agreement at her will, upon providing a minimum of thirty (30) calendar days' notice of her intention to resign from the position of City Manager. Should Vieiro terminate this Agreement pursuant to this Section, she shall assist the City in any transition work required to assist in finding a replacement City Manager.

15. **Non-applicability of other Policies/Agreements**. Vieiro agrees and acknowledges that the following Policies/Agreements are not applicable to her employment:

- Any City personnel policies that are specifically addressed in this Agreement (otherwise, City personnel policies shall be applicable); and
- Any collective negotiations agreements.

Attachment: DMVieiro Contract 2021_2025 (2021-184 : Renewal of City Manager Contract)

16. **Retirement and Pension.** Retirement and pension system contributions shall be subject to the requirements set by State law, City Ordinance and the Administrative Code.

17. **Salary and Benefit Reduction.** The Mayor and Council shall not reduce the salary, compensation or other financial benefits of Vieiro, except to the degree of an across-the-board reduction for all managerial employees.

18. **Entire Agreement**. This Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other Agreements between the parties. There are no representations, warranties or agreements, whether express or implied, except as set forth in this Agreement. This Agreement may not be cancelled, changed, modified, or amended orally, and no cancellation, change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by the City and Vieiro.

19. **Waiver**. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom same is charged.

20. **Controlling Law**. All the terms, conditions and other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

21. **Interpretation and Severability**. If any term or provision of this Agreement shall to any extent be deemed invalid or unenforceable by a Court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement should be valid and enforceable to the fullest extent permitted by law.

Attachment: DMVieiro Contract 2021_2025 (2021-184 : Renewal of City Manager Contract)

IN WITNESS WHEREOF, the parties have hereto affixed their signatures and seals on this

_____day of_____, 2021.

_____	_____
ATTEST:	CITY OF ASBURY PARK
_____	_____
MELODY HARTSGROVE, CITY CLERK	MAYOR JOHN B. MOOR

ATTEST:

_____	_____
Witness	DONNA M. VIEIRO

Attachment: DMVieiro Contract 2021_2025 (2021-184 : Renewal of City Manager Contract)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-185
Ratify and execute PBA contract.

RESOLUTION NO. 2021-185

City of Asbury Park
County of Monmouth
State of New Jersey

AUTHORIZATION TO RATIFY THE PBA LOCAL 6 UNION CONTRACT

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the PBA Local 6 ("PBA") union contract.

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. 2021-185 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT

BETWEEN

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

AND

THE POLICE BENEVOLENT ASSOCIATION, LOCAL NO. 6

OF THE

PATROLMEN'S BENEVOLENT ASSOCIATION

OF THE

STATE OF NEW JERSEY

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

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Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

PREAMBLE

This Agreement, entered into this 1st day of January, 2021 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the POLICE BENEVOLENT ASSOCIATION, LOCAL NO. 6, hereinafter call the "Association", represents the complete and final understanding of all bargainable issues between the City and the Association.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE I - RECOGNITION

The City recognizes the Association for the purpose of collective negotiations as the exclusive representative of all sworn employees of the Police Department in the following categories: Probationary Police Officer, Police Officer, and Detective.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE II - MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the City of Asbury Park. Additionally, such powers of the City shall be limited by the Statutes of New Jersey governing public employee relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. ~~Nothing~~ No provision contained herein shall be construed to deny or restrict to any member or the City such rights as ~~he or it~~they may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere, providing that the same shall not supersede this Agreement where inconsistent therewith.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE III - GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

2. All police officers covered by this agreement may also utilize this grievance procedure to appeal minor discipline. Minor discipline is hereinafter defined as five (5) days of suspension or the equivalent fine, or any lesser penalty.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving the grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved shall institute action under the provisions hereof within thirteen (13) calendar days after the event giving rise to the grievance has occurred or within thirteen (13) days after the discovery of the incident by the individual, Association or City, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said thirteen (13) calendar days shall

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be deemed to constitute an abandonment of the grievance. The aforementioned thirteen (13) calendar days limitation may be extended upon presentation to the Police Director or the City Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Police Director or the City Manager shall render a decision within thirteen (13) days after the receipt of the grievance.

STEP TWO

If the grievance is not settled at the first step, the grievant may make written request for a Second Step meeting within thirteen (13) calendar days after the answer at the First Step, except that in disciplinary action grievances, the written request for a Second Step meeting shall be made within five (5) calendar days after the answer is received at the First Step. The Chief of Police or the Deputy City Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said Second Step meeting shall be between the Deputy City Manager and Chief of Police with the Association representative and the Association attorney, if requested by the grievant. The Deputy City Manager's answer to the Second Step shall be delivered to the Association within thirteen (13) calendar days after the meeting.

STEP ~~TWO~~ THREE

If the grievance is not settled at the ~~first~~ Second step, the grievant may make written request for a ~~second~~ Third step meeting within thirteen (13) calendar days after the answer at the Second~~first~~ ~~s~~Step, except that in disciplinary action grievances, the written request for a ~~second~~ Third S~~s~~tep meeting shall be made within five (5) calendar days after the answer is received at the ~~first~~ Second ~~s~~Step. The Police Chief or the City Manager~~-~~ shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said ~~second~~ Third ~~s~~Step meeting shall be between the City Manager~~-~~and Police Chief with the Association representative and the Association attorney, if requested by the grievant. The City Manager's ~~designee's~~answer to the ~~second~~ Third S~~s~~tep shall be delivered to the Association within thirteen (13) calendar days after the meeting.

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STEP ~~THREE~~FOUR

In the event the grievance is not resolved to the satisfaction of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within thirteen (13) calendar days after the letter is sent under Step ~~Two~~Three, the individual grievant, the Association or the City may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and ~~his~~ their decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Association equally. The Arbitrator shall have no right to vary or modify the terms of this Agreement and shall render ~~his~~ their decision within thirty (30) days of the close of the hearing.

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ARTICLE IV - HOURS OF WORK AND OVERTIME

A. ~~Work Schedule~~HOURS OF WORK

1. The schedule will consist of working four (4) consecutive ten (10) hour days and then having the next three (3) consecutive days off.

2. There will be three (3) shifts for patrol. The shifts will normally consist of 0800 to 1800, 1600 to 0200 and 2200 to 0800 but is managerial prerogative to change shift hours. Shift hours can be changed by Management with sixty (60) day notice and shall be on an annual basis ~~beginning January 1, 2019~~from January 1 through December 31 and determined based on the needs of the department.

3. Shift selection for the above listed shifts will be based on seniority (most senior to least senior). Each officer shall submit to the Police Chief or ~~his~~ their designee the Officer's first, second and third choices of shift assignment for the following year. This submission shall be no earlier than September 1st and no later than September 30th. The Police Chief or ~~his~~ their designee shall reserve the right to assign Officers to another shift, if the Police Chief or ~~his~~ their designee, in their sole discretion, deem such an assignment necessary for the efficient operation of the Police Department or in the event that an Officer's prior choices are fully staffed by more senior Officers. These changes must be made no later than October 10th of each year.

4. Once shift assignments have been made, Officers shall then select ~~his/her~~their days off for their assigned shift. This will be based on shift seniority. Days off selection shall be submitted no later than October 15th.

~~5. Vacation, sick and personal days will remain unchanged and still kept in day format.~~

B. OVERTIME

~~B.~~1. Overtime is herewith defined as that work performed by an employee which exceeds one-quarter (1/4) hour of the employee's tour of duty, or when said employee is recalled to duty on ~~his/her~~their day off or other than ~~his/her~~their tour of duty.

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~~C.~~2. Any employee recalled to duty on ~~his/her~~their day off or recalled other than a continuation of ~~his/her~~their regular time of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided.

~~D.~~3. All Court appearances excepting any matter wherein a civilian is complaining of or has instituted suit against another civilian or civilians, in a matter pertaining to civil litigation, shall be construed to be work and the applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours shall apply to such Court appearances. In the event an employee is required to remain in Court longer than two (2) hours, ~~he/she~~they shall be compensated at the overtime rate for a minimum of four (4) hours, and if ~~he/she is~~they are required to remain in Court longer than four (4) hours, ~~he/she~~they shall be compensated at the overtime rate for a minimum of six (6) hours. Records for Court attendance shall be prescribed, supplied and maintained by the City.

~~E.~~4. Compensation for overtime shall be paid to employees at the end of the usual pay period next succeeding that in which such overtime was worked when and wherever possible.

5. An employee may, elect to receive compensatory time off (at the rate of one and one-half (1 1/2) times the overtime worked) in lieu of overtime pay, not to exceed a maximum accumulation of eighty (80) work hours. However, an employee shall select ~~his/her~~an option and notify ~~his/her~~their superior of such election at the time the overtime is worked. The City shall pay the overtime rate dependent on budget constraints.

~~F.~~6. Members shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours every May and December, dependent on appropriate budget allocation. To be considered for pay out, members must maintain a minimum of 40 hours in their bank.

~~G.~~7. The Chief of Police, or ~~his/her~~their designee, may grant the request of any two (2) employees for permission to exchange tours or days off when, in ~~his/her~~their discretion, ~~he/she~~they believe~~s~~ the same will not interfere with the normal operation of the Police Department.

~~H.~~8. Officers may transfer compensatory and/or sick time to another Officer in an emergency provided the receiving officer has exhausted all sick and other leave. The transfer of compensatory

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and/or sick time from one Officer to another will be subject to the approval of the Police Chief and availability of compensatory and/or sick time.

~~I.~~C. The City shall to comply with all provisions of the Fair Labor Standards Act.

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ARTICLE V - POLICE TRAINING

A. The City agrees to establish a professional training program for all police officers. The City retains its managerial right to assign police officers to various training and specialty schools and related programs.

B. As of January 1, 1991, the compensation received for training time pursuant to the 1989-1990 contract ($470) was eliminated and added to the 1991 base salaries for Steps 1, 2, 3, 4 and 5.

C. It is recognized that officers with advanced training may participate in activities relating to special teams formed within the Department.

D. Each police officer and detective shall be required to complete sixteen (16) hours of training time annually, ten (10) of those being firearms training. The first ten (10) hours of training in each calendar year shall not be compensated as such time has already been calculated into base salary, as per §B above. Consistent with the FLSA, all training time, if outside of regular working hours and beyond the initial ten (10) hours annually shall be paid at the time and one-half rate in pay or compensatory time, the choice of pay or time being at the discretion of the Police Chief.

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ARTICLE VI - HOLIDAYS

A. The following holidays shall be paid holidays. All employees shall be compensated for fifteen (15) paid holidays per year, as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Christmas Day
Holiday per Arbitration Award

All holiday benefits for all bargaining unit members in the PBA shall be folded in and paid along with regular payroll and used for all calculation purposes.

B. Employees who are on unpaid leave or suspension shall not be eligible for holiday pay for the holidays during the period of suspension or unpaid leave.

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ARTICLE VII - VACATIONS

A. Bargaining unit members shall be granted a vacation, if earned, in each year, to be taken the following year, without loss of pay. The vacation year shall be January 1 to December 31. Vacations may be split a maximum of three (3) times a year, provided each split is a minimum of four (4) days and subject to the approval of the Police Chief; however, the Police Chief reserves the right to limit the number of vacations during the summer months (July and August). The maximum amount of vacation time that an employee may take during the time period between the First of July to August 30th, inclusive, shall be four (4) days. Vacation shall be earned in the following manner, commencing on ~~the last day~~January 1st -of the ~~first~~full calendar year (January to December) of employment stated in each category through the last day of the last year stated in each category:

Employees hired on or before December 31, 2013	
Time of Service	Number of Vacation Days
One through four years	Thirteen (13) days
Five through nine years	Seventeen (17) days
Ten through fourteen years	Twenty (20) days
Fifteen through nineteen years	Twenty-three (23) days
Twenty years and thereafter	Twenty-seven (27) days

Employees hired on or after January 1, 2014	
Time of Service	Number of Vacation Days
One through four years	Twelve (12) days
Five through nine years	Sixteen (16) days
Ten years and thereafter	Twenty (20) days

Vacation days are earned one (1) day per month for new employees through December 31st in the year in which they are hired. Vacation days are earned on a prorated basis for terminating or retiring employees.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City, unless the City determines that it cannot be taken because of pressure of work. Any unused vacation may, with the approval of the Police Chief, or ~~his/her~~their designee, be carried forward into the next succeeding year only. Any unused vacation resulting from the pressure of work as

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determined by the City may be carried forward into the next succeeding year only, and will be scheduled by the Police Chief, or ~~his/her~~their designee, to be taken in the next succeeding year.

C. Anything herein before to the contrary notwithstanding, the Police Director, or ~~his/her~~their designee, shall determine and approve the dates and times of vacation to be taken by the employees. The ~~Police Director~~Chief of Police, or ~~his/her~~their designee, shall, whenever possible or feasible, base the schedule of vacations to be taken by the said employees on a seniority basis.

D. Any employee wishing to exchange portions of ~~his/her~~their vacation with other employees on the same tour of duty will be permitted to do so at the discretion of the Police Chief, or ~~his/her~~their designee.

E. Vacation leave shall be earned for time worked and shall not be accrued during leaves of absence, unpaid leaves or suspension or injury leave in excess of two (2) consecutive months. Vacation shall not accrue after an employee has resigned or retired even if ~~his/her~~their name is retained on the payroll until exhaustion of vacation or sick leave.

~~E.~~F. Upon the death of an active employee, the employee's accrued but unused vacation leave shall be paid to the designated beneficiary.

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ARTICLE VIII - PERSONAL LEAVE

A. Each employee shall be granted four (4) working days off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hour notice must be given.

B. New employees and terminating or retiring employees shall be granted personal leave on a pro-rated basis of one (1) for four (4) months of service. Personal leave shall not be carried into the next year unless personal day(s) during year earned are denied by management when requested to take such personal leave.

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ARTICLE IX - INJURY LEAVE

A. Whenever a permanent sworn Police Officer is incapacitated from duty because of a physical injury sustained in the performance of their duty, they may receive their salary for a period not to exceed one (1) calendar year (12 consecutive months) from the date of the onset of the injury. Said salary payments shall include, and not in addition to, any entitlement of the employee to a portion of their salary as benefits for temporary disability due under the Worker's Compensation Law.

B. An employee's medical condition shall be reviewed as often as needed and determined by the City's insurance administrators to determine if they are eligible to be continued on injury leave.

C. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F).

D. In order to receive payment under this Article, an injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with their immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

E. Entitlement to injury leave must be based upon the certification of an authorized physician (See Subsection F) as to the employee's disability. The time within the one (1) year period wherein the employee receives injury leave and is not permitted, or is unable, by reason of certification by authorized physician as designated by the City's insurance administrator, to perform their full duties as shall be directed by the Chief of Police, or their designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

F. Injury leave under this provision may be granted for up to one (1) calendar year from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the

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Division of Pensions, if the retirement determination precedes the expiration of the one (1) year injury leave entitlement.

G. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a written request for a second opinion and supplemental medical evaluation. If the second opinion disagrees with the employee's personal doctor and the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected as outlined in Section G.

H. Any employee required by the City, or the City's insurance carrier/administrator, to be examined or treated by a physician other than one of their choosing, shall be compensated with compensatory time off for the time spent in the physician's office for such examination or treatment at the straight time rate of pay, provided they are not on injury leave with pay. In addition to said compensation, the employee shall also receive reimbursement for parking and tolls. In the event an employee is required to be examined by the City's authorized physician in order to determine whether the employee is capable of returning to work, the City's authorized physician must certify in writing to the City, with a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute will be submitted to a third doctor selected as follows:

I. The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

~~A. Whenever a permanent sworn Police Officer of the Association is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, he/she shall receive his/her~~

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~~salary, less such amounts as shall accrue or be paid to said injured employee by temporary disability Worker's Compensation benefits, and, whenever the same is possible, the said Worker's Compensation benefits shall be deducted from the pay of the injured employee.~~

~~B. The said employee shall, as soon as practicable, after a physical injury has occurred, file a Worker's Compensation Petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.~~

~~C. The provisions herein recited in the event of a physical injury to an employee herein referred to shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted, or is unable, by reason of certification by a City physician, to perform such duties as shall be directed by the Police Chief, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said employee.~~

~~Any employee required by the City, or the City's insurance carrier, to be examined or treated by a physician other than one of his/her choosing, shall be compensated with compensatory time off at the straight time rate of pay, provided he/she is not on injury leave with pay. capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute will be submitted to a third impartial doctor appointed through the Monmouth County Medical Association, and his decision, in writing, will be final and binding. Until the final decision is received from the third, impartial doctor, the employee will not be ordered to return to work. Tolls and payment of parking shall be reimbursed upon proof of payment.~~

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ARTICLE X - SICK LEAVE

A. All permanent employees, or full-time probationary employees, of the Police Department shall be entitled to sick leave with pay. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or accident. Employee's sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his/her family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the said employee's sick leave while other arrangements are made for family coverage.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

3. Upon retirement, each presently employed permanent full-time employee shall receive sick leave pay out capped at $25,000.00 or 135 days, whichever is less. As of January 1, 1994, all new hires will receive sick leave pay out of maximum of 70 days upon retirement. The rate of pay out will be at rates of pay existing on the date of said employee's retirement.

4. In the event an employee dies prior to retirement, ~~his/her~~their estate shall receive one-half (1/2) of ~~his/her~~their accumulated sick leave time, subject to and conditioned upon, however, that said employee's estate shall receive not more than six (6) months' full pay at the rate of pay existing on the date of said employee's death.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle ~~him/her~~them to sick leave, ~~his/her~~their supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

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a. Failure to so notify ~~his/her~~their supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and physician's certification that said employee is able to return to full duty.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature, requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The City ~~may~~ can require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City ~~may~~ can require an employee who has been absent because of personal illness, as a condition of ~~his/her~~their return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing ~~his /her~~their normal duties and, in addition thereto, that ~~his/her~~their return will not jeopardize the health of the other employees.

E. An employee who works and does not use a sick day from January to June shall receive two (2) extra vacation days. An employee who works from July to December and does not use a sick day shall receive two (2) extra vacation days. An employee who does not use a sick day for the entire calendar year shall receive five (5) extra vacation days.

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F. Any employee covered by this agreement who does not use any of his or her allotted sick leave during a calendar year (i.e. "has perfect sick attendance") shall be entitled to an additional five (5) vacation days.

G. New employees hired on or after January 1, 2018 shall have their sick leave payout capped at the rate of Seven Thousand Five Hundred Dollars ($7,500.00).

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ARTICLE XI - MATERNITY LEAVE/FAMILY LEAVE

A. Maternity

1. A pregnant employee shall be permitted to continue to work her full and normal duties so long as same is permitted by a physician's certificate. Upon notification of her pregnancy, the employee shall submit a certificate from a physician concerning her ability to perform her job duties and any restrictions on these duties. The employee shall have a continuing obligation to notify the City of any change in the status of her capability to work her full and normal duties.

2. The City shall also have the right to have any pregnant employee examined by a City-selected physician to render a determination as to that employee's ability to perform her normal duties. The examination shall be at the expense of the City.

In the event of a conflict between the determinations of the employee's and City's physicians, an independent, third physician will be used to render a binding determination as to the employee's ability to work. The independent physician will be selected as follows:

a. The City and the Union will each provide up to three (3) names of obstetricians.

b. A blind, impartial selection shall be made from a combination of the two (2) lists. The selected physician shall be granted access to medical records and information pertaining to the employee and her pregnancy maintained by the City's physician and the employee's physician, and the employee shall execute a release permitting such access.

2. A pregnant employee who fails to receive medical clearance to perform the full and normal duties of her job shall not be entitled to return to her duties until such medical clearance is obtained, in writing.

3. A leave of absence for reasons of disability due to pregnancy may be granted to a pregnant employee for the medically verified period of disability. Such leave will be unpaid; provided, however, that during the period of disability due to pregnancy, the employee may use accumulated sick leave, compensatory time or other accrued time and receive payment in accordance with the rights of

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other employees to use accrued time during a period of non-work related, non-pregnancy-related disability leave.

4. While on a maternity leave due to pregnancy-related disability, the employee shall be treated the same with respect to seniority considerations, medical insurance and other job terms of employment, including the right to return to her prior job position, as are all other employees on a leave due to non-work-related disability.

B. Child Care/Family Leave

1. A leave of absence for reasons of child care due to the birth or adoption of a child may be granted to an eligible employee in accordance with the New Jersey Family Leave Act.

2. A leave of absence to care for a family member with a serious illness or health condition may be granted to an eligible employee in accordance with the New Jersey Family Leave Act.

3. Any employee seeking a leave of absence for child care of family leave shall apply to the City for said leave upon reasonable notice, specifying the date upon which he/she wishes to commence said leave and the date he/she expects to return to work.

4. Medical insurance shall be provided to an employee during the period of approved family leave as if the employee was continuing to work.

5. An employee returning from an approved family leave shall be reinstated to his/her former position or an equivalent position if the former position has been filled.

6. Family leave and child care leave entitlements shall be in addition to and shall not affect a pregnant employee's entitlement to leave for the period of her disability caused by pregnancy.

7. The provisions of this Section B shall be administered in accordance with the provisions of the New Jersey Family Leave Act and applicable regulations.

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ARTICLE XII - ~~HOSPITALIZATION AND~~ INSURANCE

A. The City shall provide ~~hospitalization and~~ medical insurance for all full-time employees, their spouses and dependent children, paid by the City in accordance with Chapter 78 of the laws of the State of New Jersey. As to dependent children, the same shall be those children that are determined to be dependent children as interpreted by Federal or State law, rule or regulation. Insurance coverage shall be chosen by the employee in accordance to applicable Plan(s). The City, however, shall have the option of providing ~~similar~~ equal to or better insurance by another insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City. All new hires shall pay the highest percentage under Chapter 78 for their salary. ~~The City may, upon at least sixty (60) days' notice to the Union, provide health insurance coverage pursuant to the New Jersey State Health Benefits Direct 10 Plan or by any other carrier who can match the benefit and coverage levels whenever the City determines that it is feasible to do so.~~

~~A.~~

~~B. Pursuant to N.J.S.A. 40A:10-21 through -25, the employer agrees to provide and pay for the entire cost of medical and health benefits and premiums as enumerated in this Article for all employees who have retired. In the event that N.J.S.A. 40A:10-21 through -25 is amended or repealed in any form, the employer agrees to maintain medical and health benefits equal to those provided to retirees at the time such amendments or changes to the legislation becomes effective.~~

~~C. In the event an employee dies and the spouse remarries, there shall be no benefits inuring to or to be provided to said spouse in the event she shall remarry.~~

~~D. In the event that the spouse of a deceased employee is covered by any of the enumerated medical hospitalization and major medical benefits herein to be reason of employment or other source wherein the same or similar benefits are provided to said spouse, said spouse shall not receive the benefits herein referred to.~~

~~E. The insurance deductible for employees shall be governed by the coverage they choose.~~

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B. All full-time employees who retire with at least twenty-five (25) years of service in a State of New Jersey pension program shall be provided with individual medical insurance as presently in effect for current employees. This provision shall not include benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

~~F. Any employee who retires shall maintain the level of benefits they retire with. As required under SHBP, all employees who retire shall receive benefits. Neither the City of Asbury Park nor any bargaining unit may alter their level of medical benefits.~~

~~G. The City agrees to maintain for retirees the medical and health benefits currently provided to retirees, unless otherwise required by law.~~

C. All full-time employee at least sixty-two (62) years of age who retire with at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual medical insurance, as presently in effect for current employees. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

D. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension. This provision shall not include any hospitalization or other benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

E. "Deferred" retirement shall not entitle an employee to receive medical insurance pursuant to this Article.

~~H. All benefits shall be administered in accordance with Chapter 78 as implemented and as effective on December 21, 2017. If at any time health insurance premiums become negotiable, the starting point for said negotiations shall be the current maximum contribution rate pursuant to Chapter 78. At the sunset of this contract, this shall become negotiable.~~

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XIII - BEREAVEMENT LEAVE

A. Members of the Association shall be granted ~~three~~four (4~~3~~) consecutive working days off with pay for a death in the immediate family, which shall consist of ~~father, mother,~~ spouse/domestic partner, child/stepchild~~ren~~, parent, ~~brother and sister~~sibling, grandparent, father-in-law, mother-in-law, ~~grandparents,~~ spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild~~ren~~. The said salary herein referred to shall commence from the date of death through the date of the funeral.

~~B. Members of the Association shall be granted five (5) working days off for a death in the immediate family as aforesaid, if said member must travel a minimum of four hundred (400) miles from the City of Asbury Park to attend the funeral of the deceased.~~

~~C.~~B. Members of the Association shall be granted one (1) working day off for the death of an aunt or uncle.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XIV - CLOTHING PAY

A. All employees shall receive a clothing/uniform allowance of One Thousand Five Hundred ($1,500.00) Dollars annually in addition to a uniform maintenance allowance of Six Hundred ($600.00) Dollars per year. This uniform allowance and uniform maintenance allowance shall be paid on June 1 of each year. Shall be rolled into salary starting 7/1/2019.

B. Any uniform, clothing or watches of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred ($100.00) Dollars per claim as to watches and One Hundred Twenty-Five ($125.00) Dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the Police Chief; or in ~~his/her~~their absence, the Police Chief's designee. This provision applies so long as the damage is not due to the negligence of the employee.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XV - SALARIES

A. Base annual salaries for employees covered by this agreement shall be as set forth on Appendix A to this Agreement. The Academy step shall be applicable for new hires until graduation from the basic police academy.

B. In addition to the salary guides all employees who work during the hours of 4:00 p.m. and 7:00 a.m. shall be compensated with an additional six ($6.00) dollars per working day.

~~C. Employees covered by this contract have agreed to a zero percent salary increase for the years of 2011 and 2012, except for step increases.~~

~~D.~~C. Employees who are certified shall be begin at Step 2.

~~E. Reserved – language for private detail if completed by City Ordinance~~

~~F.~~D. The percentage increase for ~~2018~~2021, 2022~~19~~, 2023, 2024 and 2025~~0~~ shall be ~~two~~one percent (~~2.66~~1%), one and one-half percent (1.5%), one and three-quarters percent (1.75%), two percent (2%) and two and one-quarter percent (2.25%) each year, respectively, beginning ~~July~~ January 1.

~~G.~~E. Effective January 1, 2018, any new detective shall receive 5% (five percent) of their salary until they reach top pay; instead of top pay for the assignment. Existing detectives shall receive a $2,500.00 annual stipend.

~~H.~~F. Effective January 1, 2018, evening rate shall start at 6 PM; exempt from this is City and Board of Education events.

~~I. Members shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours every December. To be considered for pay out, SOA members must maintain a minimum of 40 hours in their bank. This term is only valid dependent on appropriate budget allocation(s) and appropriate funding.~~

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XVI - LONGEVITY PAY

A. Longevity pay for employees covered by this Agreement shall be as set forth on Appendix B attached.

B. Members of the Police Department whose anniversary date falls between January 1 and June 30 shall be paid as of July 1. Members of the Police Department whose anniversary falls between July 1 and December 31 shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the members of the Police Department.

C. Longevity pay shall be included in overtime pay.

D. Longevity pay shall be eliminated for all employees covered by this agreement hired on or after January 1, 2014.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XVII - MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved whenever specific conditions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then, and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XVIII - MAINTENANCE OF OPERATIONS

The Association and its members agree that they will not cause, instigate, promote, encourage, sanction, coerce, intimidate, counsel, participate in or authorize any person or persons to engage in any illegal strike. Further, the Association and its members agree that in the event of any future illegal strikes, they will encourage, instruct and direct all of their members to end such activity and return to work.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XIX - REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the Association shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of this Agreement are being properly observed. This right shall be exercised only if the Association representatives obtain permission from ~~his/her or~~ their superior officer before visiting a grievant.

B. The Association representative(s) shall be permitted to visit City Hall for the purpose of meeting with the City Manager after an appointment for such meeting has been cleared and approved by the Police Chief or ~~his/her~~their designee.

C. The Association shall submit to the City the names of its authorized representatives and the same shall not exceed three (3) for the aforenamed purposes.

D. When the Association President or State Delegate meet by agreement as aforesaid with a City representative during the usual and normal work day within which time the City representatives are available, such meeting shall be without loss of pay or time.

E. The Association representative(s) shall report to the Shift Commander in charge immediately upon entering Police Headquarters. The Association representative(s) shall in no way interfere with or impede the performance of work or their activity at the visitation site.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XX - ASSOCIATION ACTIVITY

A. The City shall permit members of the Association's Grievance Committee (not to exceed three (3), two (2) of whom shall be the President and State Delegate) to conduct the business of the said Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off duty policemen to bring the Department to its proper effectiveness.

B. The City shall permit members of the Association's Negotiating Committee to attend collective bargaining meetings during the normal and usual City business day or, if approved by the City Manager, at any other time. During negotiations, the Association representative so authorized by the Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiation as are reasonable and necessary and occur during the regular tour of duty.

C. The City agrees to grant to the member of the Association selected as the State Delegate up to twenty-four (24) man days off without loss of pay or time to attend any State meeting or State Convention of the New Jersey State Policeman's Benevolent Association.

D. The City agrees that a maximum number of four (4)* Association members, to be designated by the Association, including the State Delegate and President, shall be granted leave to attend State or National conventions pursuant to N.J.S.A. 11A:6-10, provided, however, that the Association notifies the City in writing of its intentions to do so, no later than one (1) week prior to the time leave is to be taken, except in cases of emergency, and in such case, the Police Director or his/her designee shall approve such leave. Anything in this Agreement contained to the contrary notwithstanding, it is understood and agreed by and between the parties hereto that the time allotted shall be for the duration of the convention plus a reasonable time allowed for travel to and from the convention pursuant to N.J.S.A. 40A:14-177.

E. This Section shall be governed by State law, rules and regulations and any part herein shall be considered void.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

The City agrees that the President or the State Delegate of the Association, with the permission of the Police Chief, which shall not be unreasonably withheld, may at any time go off post on official Association business.

* Note: The maximum number of Association members that shall represent both PBA Local #6 and the Superior Officers Association is four (4).

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXI - LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employee who has been employed for a period of one (1) year, after which time the employee will be reinstated, subject to Civil Service or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey Civil Service Commission.

1. While on approved leave of absence, employees shall not accrue time off, and the City shall not contribute to the employee's pension or health benefits.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXII - EQUIPMENT

A. All equipment shall conform to Attorney General or Accreditation guidelines

B. The City is to purchase a ~~14K~~ 10K gold filled badge and identification case (leather), with the employee's name imprinted thereon.

~~B.~~C. The City shall provide ~~is to purchase the retirement badge for~~ any employee who completes ~~his~~their service or employment in the Police Department ~~as an expression of appreciation and gratitude for the years of faithful service rendered to the community~~ with up to $1,000 for the purpose of purchasing a retirement badge. Service or employment shall consist of twenty-five (25) years or more, or less, if the employee retires because of medical reasons.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXIII - ACTIONS AGAINST OFFICERS

~~A. Whenever any action is brought against an employee covered by this Agreement for any act or omission arising out of the performance of his duties, the City shall defray all costs of defending such action in accordance with the provisions recited in the Statute of the State of New Jersey pertaining to such action. The employee shall be represented by an attorney of his/her own choosing in criminal complaints filed against him/her for actions arising out of the scope of his/her employment. The City shall save and hold harmless and pay any judgment entered against an employee for any claim arising out of the scope of his/her employment to the maximum extent permitted by law.~~

~~B. It is understood and agreed that the fees of the attorney chosen by the employee to represent him/her must be reasonable, and in line with accepted fees of attorneys for performing similar services in the State of New Jersey; care should be given that the rate should be similar to the rate of the City Attorney. This section is only applicable if the City's insurance carrier does not accept the case.~~

A. The City shall, pursuant to the terms and conditions set forth below, upon the timely request of any present or former member, provide for their defense and indemnification (herein referred to jointly as "Coverage") of any civil action brought against said person arising from an act or omission falling within the scope of their public duties for the City's Police Department.

B. In the event the City is provided with insurance coverage by its joint insurance fund or commercial carrier, (a) Coverage shall be dictated by the terms and conditions of said carrier's policies and procedures, and (b) defense counsel will be assigned at the sole discretion of the City or its carrier. Member further acknowledges and agrees that at the City or its carrier's sole discretion, one or more officers may have common defense counsel assigned to their defense.

C. The City shall not indemnify any member against the payment of punitive damages, penalties, or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein. The City or its carrier may refuse to provide Coverage for any civil action if the City or its carrier determines that, (a) the act or omission did not occur within the scope member's employment with the

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

City; (b) the act or failure to act was the result of actual fraud, willful misconduct or actual malice of the person requesting defense and indemnification; or (c) the defense of the action or proceeding by the City would create a conflict of interest between the City and the person or persons involved.

D. For purposes of this agreement, the duty and authority of the City to provide Coverage shall extend to cross-claims or counterclaims that may be asserted against said person but not to affirmative claims said member may wish to assert.

E. In any other action or proceeding, including criminal proceedings, the City may provide for the defense of a present or former member, if the City or its carrier, in its sole discretion, concludes that such representation is in the best interest of the City and that the person to be defended acted or failed to act in accord with the standards set forth in this agreement or the City's Personnel Manual and NJ Attorney General Guidelines.

F. Whenever the City provides for the defense of any Member as set forth herein and as a condition of such defense, the City shall assume exclusive control over the representation of such persons defended except as set forth herein.

G. In the event Member fails to provide prompt notice of any claim asserted against them or to reasonably cooperate with the attorney assigned to their defense, Coverage may be denied or terminated by the City or its carrier.

H. In the event a member determines to retain his/her own attorney for purposes of representation of punitive damages or possible uncovered claims in any civil action, neither the City nor its carrier shall be responsible for the payment of that attorney's fees and expenses.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXIV - DEDUCTIONS FROM SALARY

The City shall deduct from the salaries of employees subject to this contract annual dues as set by the PBA. Deductions shall be in twenty-four equal installments by the Association. In the event that an employee shall not be paid during any one or more pay periods, for any reason whatsoever, the City shall not be responsible for payment of the dues to the Association on ~~his/her~~their behalf. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967. N.J.S.A. 52:14-15.9, as amended. Said monies shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXV - PERSONNEL FILES

A. Any employee covered by this Agreement shall have the right to inspect and obtain copies of documents from ~~his/her~~their personal personnel file maintained in the City Personnel Department upon ten (10) working days written notice to the custodian thereof and in accordance with governing law. The employee may inspect ~~his/her~~their file during regular business hours and only on the employee's own time. The file must be inspected in the office where it is maintained.

B. An employee may place a response to anything in ~~his/her~~their personnel file no later than ten (10) days after the employee has notice of a document being placed in ~~his/her~~their file.

C. The contents of the employee's personal file shall only be released to someone other than a City agent by Court Order or Subpoena.

D. No material or writings relating to an employee'sconduct, service, character, or personality, shall be placed in said employee's personnel file unless it is signed by the person submitting the information and signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into ~~his/her~~their file. Any employee of this Union shall have the right at reasonable time to examine ~~his/her~~their file if so desired.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXVI - WORKING OUT OF JOB CLASSIFICATION

Any employee who is required to accept the responsibility and to carry out the duties of a position or rank above that which ~~he/she~~they normally hold~~s~~ and ~~is~~are classified for, shall be paid at the rate of that superior position or rank while performing the duties of same.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXVII - POLICEMEN'S BILL OF RIGHTS

A. Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the City.

B. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;

2. The member of the department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

4. The interrogation of the member shall not be recorded unless the member agrees and is advised of charges;

5. The member of the Police Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts;

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

6. If a member of the Police Department is under arrest or likely to be, that is, if ~~he/she is~~they are a suspect or the target of a criminal investigation, ~~he/she~~they shall be given ~~his/her~~their rights pursuant to the current decision of the United States Supreme Court; and

7. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, ~~he/she~~they shall be afforded an opportunity to consult with counsel and/or PBA representative before any further interrogation. In addition, ~~he/she~~they shall be afforded the opportunity to have counsel and/or a PBA representative present during an interrogation.

C. An employee may see ~~his/her~~their personnel file upon request. If an employee wishes to answer or supplement any material found in ~~his/her~~their personnel file, ~~he/she~~they may do so and ~~his/her~~their written statement shall become part of the personnel file.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Asbury Park Police Department.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXVIII - AGENCY SHOP

PBA Local 6 of Asbury Park shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the Police Officers in the Police Department in the City of Asbury Park who are not members of the PBA Local 6. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:13A-5.5, 5.6, 5.7 and 5.8.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXIX - CITY BUDGETS AND CONTRACTS

Upon request, t~~T~~he Association is to be supplied with copies of the following documents upon request:

N/A

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXX - LAYOFFS

Reserved

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXXI - SEPARABILITY AND SAVINGS

The City and the Association agree to abide fully by the provisions of any present applicable or future Executive Orders or legislation whereby any of the salary increases recited herein cannot legally be made effective, and such increases shall be omitted or proportionately adjusted according to law.

In the event any provision of this Agreement is so deemed to be invalid, the parties agree to meet immediately to renegotiate a provision to replace the invalid provision.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXXII - EDUCATION INCENTIVE

A. All employees who have earned prior to their employment, or who earn during their time of employment with the City, an Associate's Degree shall be entitled to an incentive payment of $1,000.00. This incentive payment shall be made annually on January 30th.

B. All employees who have earned prior to employment, or who earn during their time of employment with the City, a Bachelor's Degree (i.e. Bachelor of Arts or Bachelor of Science) shall be entitled to an incentive payment of $2,000.00. This incentive payment shall be made annually on January 30th.

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

ARTICLE XXXIII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect through and including December 31, 2025, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this _____ day of _____, 2021.

Attest: **CITY OF ASBURY PARK**

_____ _____

Donna M. Vieiro, City Manager

Attest: **ASBURY PARK, LOCAL NO. 6**

POLICEMEN'S BENEVOLENT ASSOCATION

_____ _____

PBA President

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

APPENDIX A

Base Annual Salary Guide - PBA Contract 1/1/21 TO 12/31/25

BASE SALARY INCREASE		1.00%	1.50%	1.75%	2.00%	2.25%
EFFECTIVE DATE		1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
EMPLOYED PRIOR TO 1/1/2002:	4TH YEAR	$ 111,176	$ 114,511	$ 120,512	$ 125,489	$ 135,478
EMPLOYED PRIOR TO 12/31/2013:	5TH YEAR	$ 111,176	$ 114,511	$ 120,512	$ 125,489	$ 135,478
EMPLOYED ON OR AFTER 1/1/14:	1ST YEAR	$ 40,075	$ 40,676	$ 41,388	$ 42,215	$ 43,165
	2ND YEAR	$ 47,421	$ 48,132	$ 48,974	$ 49,954	$ 51,078
	3RD YEAR	$ 56,357	$ 57,202	$ 58,203	$ 59,367	$ 60,703
	4TH YEAR	$ 64,033	$ 64,993	$ 66,131	$ 67,453	$ 68,971
	5TH YEAR	$ 71,708	$ 72,784	$ 74,057	$ 75,538	$ 77,238
	6TH YEAR	$ 79,384	$ 80,575	$ 81,985	$ 83,624	$ 85,506
	7TH YEAR	$ 87,059	$ 88,365	$ 89,911	$ 91,709	$ 93,773
	8TH YEAR	$ 94,735	$ 96,156	$ 97,839	$ 99,795	$ 102,041
	9TH YEAR	$ 102,411	$ 103,947	$ 105,766	$ 107,882	$ 110,309
	10TH YEAR	$ 111,176	$ 114,511	$ 120,512	$ 125,489	$ 135,478
	DETECTIVE ($2500 stipend)	$ 113,676	$ 117,011	$ 123,012	$ 127,989	$ 137,978

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

APPENDIX B LONGEVITY

Police Officer

10th year	$1,077
15th year	$2,170
20th year	$4,300
25th year	$5,119

Detective

10th year	$1,127
15th year	$2,281
20th year	$4,503
25th year	$5,363

Attachment: Proposed PBA Contract 03-15-2021 (2021-185 : Ratifying the PBA Local 6 Union Contract-2021-)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-186
Resolution authorizing the award of a contract for the Kennedy Park Concession. Only one proposal received.

RESOLUTION NO. 2021-186

City of Asbury Park
County of Monmouth
State of New Jersey

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

WHEREAS, on March 10, 2021, the Mayor and Council of the City of Asbury Park (the "City") adopted Resolution No. 2021-142, which authorized the City to implement the "competitive contracting" process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, *et seq.*) (the "Act"), in order to seek proposals from interested vendors to operate a concession at Kennedy Park, Asbury Park NJ during the months of April through November in 2021; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on March 11, 2021, which advertised that the City was seeking proposals from vendors who were interested in operating said concession during the time periods specified above, pursuant to the terms and conditions set forth in a formal Request for Proposals (the "RFP"), which was available on the City of Asbury Park's website; and

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

WHEREAS, the proposal received is as follows:

1. Fresh Markets NJ LLC/ Asbury Fresh:

    a. April 15th - 30th 2021: $1,000 plus 15% of gross sales/fees above $17,000;
    b. May 2021: $2,500 plus 15% of gross sales/fees above $17,000;
    c. June 2021: $2,500 plus 15% of gross sales/fees above $17,000;
    d. July 2021: $2,500 plus 15% of gross sales/fees above $17,000;
    e. August 2021: $2,500 plus 15% of gross sales/fees above $17,000;
    f. September 2021 $2,000 plus 15% of gross sales/fees above $17,000;
    g. October 2021: $1,500 plus 15% of gross sales/fees above $17,000;
    h. November 2021: $1,500 plus 15% of gross sales/fees above $17,000;

WHEREAS, the payments proposed exceed the minimum fees required in the City's RFP; and

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

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

WHEREAS, in a memorandum dated April 9, 2021, the Director of Purchasing provided a report (per N.J.S.A. 40A:11-4.5(d)), in which she recommended that the contract for this concession be awarded to the high bidder, Fresh Markets NJ LLC/ Asbury Fresh; and

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

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

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

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

1. The contract for the above-referenced concession for the time period specified above is hereby awarded to Fresh Markets NJ LLC/ Asbury Fresh, in accordance with its proposal.

2. The City is hereby authorized to enter into an Agreement with Fresh Markets NJ LLC/ Asbury Fresh regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP, including that the City shall have final sign-off on operational location, and shall be in a form satisfactory to the City Attorney and City Manager.

3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.

4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.

5. That a certified copy of this Resolution shall be provided to each of the following:

   (a) Fresh Markets NJ LLC/ Asbury Fresh
   (b) Donna M. Vieiro, City Manager
   (c) Robert Bianchini, Superintendent of Public Works
   (d) Michael Manzella, Assistant City Manager
   (e) JoAnn Boos, CFO
   (f) Tracy Lizardi, Director of Purchasing

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-186 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilwoman

Yvonne Clayton, City Councilwoman

Jesse Kendle, City Councilman

Donna M. Vieiro, City Manager

REQUEST FOR PROPOSALS

KENNEDY PARK CONCESSION

ISSUE DATE: March 11, 2021
DUE DATE: March 31, 2021 11:00 AM

ISSUED BY:
CITY OF ASBURY PARK
COUNTY OF MONMOUTH
NEW JERSEY

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

I. Background; Scope and Term of Services.

In an effort to promote tourism, the City of Asbury Park (the "City") is seeking seasonal concessions to enhance the experience of visitors and provide additional family-oriented entertainment options which showcase the City's history as a traditional seaside amusement venue.

In this particular Request for Proposals (also referenced as the "RFP"), the City is seeking proposals from interested vendors who will operate concession stands involving the use of Kennedy Park, at Cookman and Grand Avenue, on an exclusive basis, for the sale of various goods to the public, Saturdays from 8AM to 4PM, during the months of April 2021 through December 2021. The concession stand must be for uses that are consistent with the definition of a flea market as per the City of Asbury Park Ordinance # 2021-6, see Attachment I.

The concession shall commence on or about **April 15, 2021** and shall extend through **November 30, 2021,** with the option to enter into, up to, two (2) 1-year extensions, if the extension is mutually agreed to by the City and the successful vendor(s). Any party wishing to exercise its right to extend the agreement for an additional year must notify the other party of its intentions no later than 30 days prior to the termination date of the initial agreement or any subsequent extension entered into between the parties.

This solicitation is being initiated pursuant to the "competitive contracting process" as set forth under the N.J. Local Public Contracts Law (See N.J.S.A. 40A:11-4.1, *et seq.*), and has previously been authorized by Resolution of the Asbury Park Mayor and Council.

All applicants must comply with the requirements set forth in the within RFP.

II. General Requirements.

Proposals made in response to the RFP must be received by the Director of Purchasing on or before **11:00 a.m.** prevailing time on **Wednesday, March 31, 2021**, in order to be considered. All proposals shall be delivered to the attention of the Asbury Park Director of Purchasing, at City Hall (First Floor), One Municipal Plaza, Asbury Park, NJ, 07712. All proposals shall be submitted in a sealed envelope, and shall bear the words "**Proposal for Kennedy Park Concession**" written conspicuously on the front exterior of the envelope. Proposals shall be opened, read aloud and recorded at **11:00 a.m.** prevailing time on **Wednesday, March 31, 2021**. No proposals shall be considered if received after that time. It is the vendor's responsibility to ensure that delivery of the proposal is made to the Director of Purchasing, and not merely to the City's Municipal Building, in a timely manner. All applicants assume the risks associated with regular mail or other delivery modes. The City of Asbury Park is not responsible for any proposals lost, wrongly addressed, misdirected or otherwise undeliverable.

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

All vendors must specify in their proposals the monthly fees that they are offering to pay the City for the right to operate the within concession stands during the term specified herein, in which, fees must be equal to or in excess of the minimum amount(s) referenced below, per month There shall be a minimum fee required, per month, for all Saturdays 8 AM to 4PM in the following amounts:

APRIL 15 -30 2021: Minimum fee of **$1,000.00**

MAY 2021: Minimum fee of **$2,500.00**

JUNE 2021: Minimum fee of **$2,500.00**

JULY 2021: Minimum fee of **$2,500.00**

AUGUST 2021: Minimum fee of **$2,500.00**

SEPTEMBER 2021: Minimum fee of **$2,000.00**

OCTOBER 2021: Minimum fee of **$1,500.00**

NOVEMBER 2021: Minimum fee of **$1,500.00**

The City and the successful vendor shall have the option to enter into a renewal of the concession agreement for up to, two (2) additional terms of one (1) year each, at an increased rate of $100.00 per extended month, based upon the awarded 2021 monthly fee (i.e., May 2021: Minimum fee of **$2,500.00**; and May 2022: Minimum fee of **$2,600.00**), if the extension is mutually agreed to between the parties.

The fee for the 2021 season shall be paid at the time of contract execution, either in cash or by certified or bank check, payable to the "City of Asbury Park." The fee for the subsequent years shall be due and payable on or before March 1st of each year.

Proposals shall be evaluated by a review committee consisting of City officials, including the City Manager and her designee(s), who shall review and rank each of the submissions received in accordance with the criteria specified in the within RFP. In-person interviews with representatives of the vendors may be scheduled by the review committee after receipt and review of the proposals, if deemed necessary. The review committee shall make a recommendation for the award (or non-award) of a contract associated with this matter to the Mayor and Council as soon as practicable following the opening of proposals.

The successful vendor shall be required to provide and supply all of the necessary equipment in order to operate their concession, at their own cost and expense. The vendor shall be responsible for any damage(s) sustained to City property as a result of its operation of the within concession.

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

The successful vendor shall also be required to pay for any and all fees incurred by the City's professionals (legal or otherwise) associated with the concession. In this regard, the successful vendor shall be required to post the sum of Two Hundred Dollars ($200.00) in escrow with the City, which funds shall be utilized solely to pay for any such professional fees. Such fees may include, but shall not necessarily be limited to, fees associated with the drafting and finalization of the Agreement associated with the concession, and/or for other necessary services. Any escrow sums remaining after all necessary professional services have been rendered shall be returned to the vendor. If, on the other hand, additional escrow fees are required to cover the City's professional fees, then the successful vendor shall be required to deposit same with the City immediately upon direction from the City. The initial escrow fee of $200.00 shall be deposited with the City at the time of contract execution.

The successful vendor must execute a written contractual Agreement with the City, which Agreement shall be in a form satisfactory to the City Attorney and City Manager, within ten (10) business days after award of the contract by the Mayor and Council.

The successful vendor must provide a certificate of insurance coverage for bodily injury and property damage with minimum limits of one million dollars ($1,000,000.00) per claim and one million dollars ($1,000,000.00) in aggregate. The successful vendor shall name the City, as additional insured(s) on its policy(ies), with a waiver of subrogation against those entities. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the City (directed to the attention of the Asbury Park City Manager and City Clerk) before cancellation or non-renewal. The City shall be permitted to terminate the contract in any instance where the vendor has failed to provide satisfactory replacement coverage during said thirty (30) day period. The successful vendor shall provide a copy of its insurance policy(ies) to the City on or before March 1st of each month of the concession.

The successful vendor shall also agree to indemnify and hold the City, its officials, employees and agents, its officials, employees and agents, and the City's insurance carrier(s) and broker(s), harmless from and against any and all injuries sustained by any members of the public relating to the operation of this concession.

The Mayor and Council of the City of Asbury Park reserve the right to reject all proposals, in the sole discretion of the City, and to waive any minor nonmaterial defects when it may be in the best interests of the City to do so.

Any questions regarding the requirements associated with submission of a proposal may be directed during regular business hours to the Tracy Lizardi, Director of Purchasing, at City Hall, prior to the bid opening. Ms. Lizardi may be reached at telephone number (732) 502-5710, or the following e-mail address: tracy.lizardi@cityofasburypark.com.

III. Proposals.

All proposals shall consist of the following documents in order to be considered complete:

1. Completed Checklist Submission Form (Form 1).
2. Completed Proposal Offer Form (Form 2).
3. Completed Reference Form (Form 3).
4. Completed and Notarized Non-Collusion Affidavit (Form 4).
5. Completed Stockholder Statement of Ownership (Form 5).
6. Completed State of New Jersey Debarred List Affidavit (Form 6).
7. Acknowledgment of Receipt of Addenda (Form 7).
8. Completed Disclosure of Investment Activities in Iran form (Form 8).
9. Completed Certification of Ethics Complaint Disclosure (Form 9).
10. Mandatory Equal Employment Opportunity Language (Form 10).
11. Required Evidence Affirmative Action Regulations (Form 11).
12. Americans with Disabilities Act of 1990 (Form 12).
13. Certification of Compliance with City of Asbury Park Pay to Play Ordinance (Form 13).

All interested vendors shall submit one (1) original, three (3) copies and a digital copy on a media of the respondent's choice (CDR, DVDRWE, flash drive, etc.) of their proposal to Tracy Lizardi, Director of Purchasing, City of Asbury Park, One Municipal Plaza, Asbury Park, NJ 07712, **no later than 11:00 A.M. (EST), Wednesday, March 31, 2021.** Proposals shall be opened, read aloud and recorded at that time.

IV. Criteria for Selection.

The City intends to evaluate the proposals received based upon the criteria set forth below:

1. Payments proposed to be made to the City, per month, for the right to operate the within concession; and

2. Prior experience and qualifications of the applicant in providing the same or similar services.

3. Description of equipment to be provided and utilized for the concession, including the number and size of tables and canopies/tents.

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

The methodology by which the City shall award a contract shall be based upon an evaluation and ranking of each proposal submitted, according to the following weighting process:

1. Payments proposed to be made to the City, per month, for the right to operate the within concession **(Weight: 70%)**; and

2. Prior experience and qualifications of the applicant in providing the same or similar services **(Weight: 15%)**.

3. Description of equipment to be provided and utilized for the concession, including the number and size of tables and canopies/tents **(Weight: 15%)**.

V. Other Conditions Applicable to this RFP.

All costs incurred by respondents to this RFP shall be borne solely by the respondents. Only those vendors that supply complete information and comply with all requirements set forth in this RFP will be considered. No incomplete proposals will be considered.

By submitting a proposal, a vendor agrees that it will not make any claims for or have any right to damages because of any misinterpretation or lack of information relating to this RFP.

All materials, proposals and contents submitted during the review process will become the property of the City, and will become public information after the contract has been awarded.

The City reserves the right to supplement, amend or otherwise modify this RFP through issuance of addenda to all prospective respondents who have received a copy of this RFP, and who have provided their contact information to the City.
The successful vendor shall be required to submit a copy of its N.J. Business Registration Certificate (see Sample 1 attached) and its Certificate of Employee Information Report (see Sample 2 attached) prior to contract execution.

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

City of Asbury Park

REQUEST FOR PROPOSALS – KENNEDY PARK CONCESSION

DOCUMENT CHECKLIST (FORM 1)

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

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

PROPOSAL OFFER FORM FOR KENNEDY PARK CONCESSION (FORM 2)

Name of Vendor: Fresh Markets NJ LLC / Asbury Fresh

Address: 619 Lake Ave 3rd Fl / Coworks Asbury Park NJ 07712

Telephone No.: (973) 783 2100 Fax No.: ( )

E-Mail Address: bret@AsburyFresh.com

Website Address: http://www.AsburyFresh.com

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

I. Activity and Pricing:

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

1. APRIL 15th - 30th 2021 Activity

Farmers & Makers Market
see Accompanying Document

APRIL 2021 Pricing (In words and numbers):

$1000 one thousand Dollars
+15% of gross sales/Fees Above $17,000

(Minimum fee of **$1,000.00**)

2. MAY 2021 Activity

Farmers & Makers Market

MAY 2021 Pricing (In words and numbers):

$2500 two thousand Five hundred 00/100
+15% of Gross sales/Fees over $17,000

(Minimum fee of **$2,500.00**)

3. JUNE 2021 Activity

Farmers & Makers Market

JUNE 2021 Pricing (In words and numbers):

$2500 two thousand Five hundred 00/100
+15% of Gross vendor Fees/sales over $17,000

(Minimum fee of **$2,500.00**)

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

4. **JULY 2021 Activity**

Farmers & Makers Market

JULY 2021 Pricing (In words and numbers):

two thousand Five hundred 00/100 $2500.00
+15% of Gross vendor fees over $17,000

(Minimum fee of **$2,500.00**)

5. **AUGUST 2021 Activity**

Farmers & Makers Market

AUGUST 2021 Pricing (In words and numbers):

two thousand Five hundred 00/100 $2500
+15% of Gross vendor fees over $17,000

(Minimum fee of **$2,500.00**)

6. **SEPTEMBER 2021 Activity**

Farmers & Makers Market

SEPTEMBER 2021 Pricing (In words and numbers):

two thousand 00/100 $2000
+15% of vendor fees over $17,000

(Minimum fee of **$2,000.00**)

7. **OCTOBER 2021 Activity**

Farmers & Makers Market

OCTOBER 2021 Pricing (In words and numbers):

$1500 one thousand Five hundred 00/100
+15% of Gross vendor fees over $17,000

(Minimum fee of **$1,500.00**)

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

8. NOVEMBER 2021 Activity

FARMERS & MAKERS MARKET

NOVEMBER 2021 Pricing (In words and numbers):

$1500 one thousand Five hundred 00/100
+15% of Gross vendor Fees over $17,000

(Minimum fee of **$1,500.00**)

The City and the successful vendor shall have the option to enter into a renewal of the concession agreement for up to, two (2) additional terms of one (1) year each, at an increased rate of $100.00 per extended month, based upon the awarded 2021 monthly fee (i.e., May 2021: Minimum fee of **$2,500.00**; and May 2022: Minimum fee of **$2,600.00**), if the extension is mutually agreed to between the parties.

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

please refer to supporting document

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

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

please refer to supporting document

IV. Additional Information:

Please provide the following additional information:

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

   Fresh Markets NJ LLC

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

2. Total Company employees at current: 5

3. Total number of employees to be utilized in connection with the within concession: 5

4. How long has the vendor been in business? 10 years

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

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

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

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

Signature of Vendor's authorized representative

Founder
Title

3/24/21
Date

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

City of Asbury Park

REQUEST FOR PROPOSALS – KENNEDY PARK CONCESSION

REFERENCE FORM (FORM 3)

Contractor Name: (Please Print):

Fresh Markets NJ LLC / Asbury Fresh

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

1. Company Name/Municipality: Bell works

   Address: 101 Crawford corner Road holmdel NJ 07733

   Contact Person: Paola Zamudio

   Phone: 786 238 2598

   Type of Work: Farmers & Makers Market

   Date(s) of Service: Jan 2018 - present

2. Company Name/Municipality: City of Asbury Park

   Address: 1 Municipal Plaza

   Contact Person: Leesha Floyd

   Phone: 732 502 5759

   Type of Work: Farmers & Makers Market

   Date(s) of Service: May 2012 - present

3. Company Name/Municipality: Cross + Orange

   Address: 508 Cookman Ave Asbury Park NJ 07712

   Contact Person: Bob Fahey

   Phone: 201 403 1082

   Type of Work: Indoor pop up market, seasonal harvest fe.

   Date(s) of Service: 2016 - present

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

NON-COLLUSION AFFIDAVIT (FORM 4)

STATE OF NEW JERSEY)

SS:

COUNTY OF Monmouth)

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

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

Bret Morgan
Name of Firm or Individual
(Print Name)

Founder
Title

Signature

3/25/21
Date

Subscribed and sworn before me on this 25
day of March, 2021

Mary L. Dougherty
Notary Public of

MARY L. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires

My commission expires May 27, 2021

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

STOCKHOLDER STATEMENT OF OWNERSHIP (FORM 5)

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

Fresh Markets NJ LLC
Name of Corporation or Partnership

Witness and Corporate Seal

Bret Morgan / Founder
By: Name/Title (Print)

Signature

Sworn to and subscribed before me this 25 day of Mar 2021

MARY L. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/27/21

Shareholders or Partners:

Name: Bret Morgan

Address: 1411 Woodlock Ave Ocean NJ 07712

Name: Daniel Croak

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

Name:

Address:

Name:

Address:

Name:

Address:

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

STOCKHOLDER DISCLOSURE CERTIFICATION (FORM 5 CONTINUED)

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Bret Morgan
Home Address: 1411 Woodlock Ave
Ocean NJ 07712

Name: DANIEL CROAK
Home Address: 400 3rd Ave #15
Asbury Park NJ 07712

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Subscribed and sworn before me this 25 day of March, 2021

(Notary Public)

My Commission expires: 5/27/21

MARY L. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires

Mary L. Dougherty

(Affiant)

Bret Morgan / Founder
(Print name & title of affiant)

(Corporate Seal)

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 6)

STATE OF NEW JERSEY)
SS:
COUNTY OF Monmouth

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

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

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

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

Fresh Markets NJ LLC 619 Lake Ave 2nd Fl (Cafeteria) Asbury Park NJ 07712
Name and Address of Vendor

Bret Morgan, Founder
Name and Title of Affiant

Subscribed and sworn before me on
this 25 day of March 2021.

MARY L. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires

Mary L. Dougherty
Notary Public of

My commission expires 5/27/21, 20____

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 7)

The undersigned vendor hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)

If no addenda were received, initial here: B

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

By: _____
(Signature of Authorized Representative)

Name: Bret Morgan
(Print or Type)

Title: Founder

Date: 3/24/21

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

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

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

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55, *et seq.*), any person or entity (vendor) that submits a bid or a proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at:

http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

PLEASE CHECK THE APPROPRIATE BOX

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

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

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

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

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

Name:_____

Relationship to Vendor:_____

Description of Activities:

Duration of Engagement:_____

Anticipated Cessation Date:_____

Vendor's Contact Name:_____

Contact Phone Number:_____

Contact E-mail Address: _____

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

Number of attachments:_____

PART 3: CERTIFICATION

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

Full Name (Print): Bret Morgan

Signature:

Title: Founder

Date: 3/24/21

Vendor: Fresh Markets NJ LLC

Vendor's Phone Number and/or Contact Information: 973-783-2100

bret@AsburyFresh.com

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 9)

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

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

1._____

2._____

3._____

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

Signature: Date: 3/24/21

Name: Bret Morgan
Title: Founder
Name of Firm: Fresh Markets NJ LLC
Address: 619 Lake Ave 3rd Fl/Coworks
Address: Asbury Park NJ 07712

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (FORM 10)
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: _____

Print Name: Bret Morgan

Name & Address of Company:
Fresh Markets NJ, LLC
619 Lake Ave 3rd Fl / Cowen
Asbury Park NJ 07712

Dated: 3/24/21

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

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

1. A letter from the U. S. Department of Labor that the Contractor has an existing federally approved or sanctioned Affirmative Action Program.

   OR

2. A Certificate of Employee Information Report Approval.

   OR

3. If you do not have either of the above, check below:

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

The following questions must be answered by all firms:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
   Yes _____ No ✓

2. Do you have a State Certificate of Employee Information Report Approval?
   Yes _____ No ✓

   You shall submit a photostatic copy of such certificate.

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

BY: Bret Mongan

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

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commence pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

WITNESS: MARY L. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/27/21

BY: Mary L. Dougherty

DATED: 3/25/21

VENDOR: Bret Morgan

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

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

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

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

VENDOR:

BY: _____
Bret Monyak

Subscribed and sworn to before me this 25
day of March, 2021

_____
Notary Public

MARY L. DOUGHERTY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/27/21

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Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offic and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance 2969.

§ 2-76.1. Definitions.

[Ord. No. 2969]
As used in this section:

BUSINESS ENTITY
whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; ass ocia and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equit ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/chi ld (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any pers subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has rec e or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hunc thousand ($100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wa salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, defe contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a cont subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) ab as such term is used in 11 U.S.C. 101(2).

CAMPAIGN COMMITTEE
shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee est ablis by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates commi established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) e political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and every political committee, continuing political committee, or other form of association or organization that regularly enga in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Ast Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsec have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES
for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committee described herein combined, without violating Subsection a of this subsection.

For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract

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d. requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by Mayor.

e. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subjec this section, if the subcontractor would be disqualified by Subsection **a** of this subsection from receiving the contract at the t that the subcontract is awarded; nor may any person who would be disqualified by Subsection **a.** of this subsection f receiving the contract perform substantially all of the obligations described in a contract for professional or extraordir unspecifiable services that is subject to this section.

§ 2-76.3. Contributions Made Prior to the Effective Date.

[Ord. No. 2969 § 2]
No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section.

§ 2-76.4. Contract Renewal.

[Ord. No. 2969 § 3]
No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extens or modification would be allowable under the provisions of this section if it were an initial contract.

§ 2-76.5. Contribution Statement by Business Entity.[Ord. No. 2969 § 4]

a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Serv from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall rec a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not mac contribution in violation of Subsection **2-76.2.** The City of Asbury Park, its purchasing agents and departments shal responsible for informing the City Council that the aforementioned sworn statement has been received and that the busir entity is not in violation of this section, prior to awarding the contract or agreement.

b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitu violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asl Park, its purchasing agents and departments shall be responsible for informing *the* Governing Body within ten (10) busir days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from business entity, whichever comes first.

c. The certification required under this subsection shall be made prior to entry into the contract or agreement with City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any o certifications that may be required by any other provision of law.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpaye resident of the City of Asbury Park has the right, consistent with the Rules of Court, to file charges in a court of compe jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, ari from or related to a violation of this section.

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Sample 1

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

SAMPLE

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

Acting Director

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:

20041014112823533

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Sample 2

Certificate _____ **VOID**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

VOID

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Attachment I

Asbury Park, New Jersey
ORDINANCE NO. 2021-6

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 4-10, ENTITLED "PERMITS FOR SPECIAL EVENTS," OF CHAPTER IV, "GENERAL LICENSING," OF "THE CODE OF THE CITY OF ASBURY PARK."

WHEREAS, the City of Asbury Park (the "City") previously established Section 4-10, entitled "Permits fo Special Events," of Chapter IV "General Licensing," of "The Code of the City of Asbury Park, New Jersey" (als referenced as the "City Code"); and

WHEREAS, the Mayor and Council wish to update Section 4-10 of the City Code, in certain limite respects, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of th City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Section 4-10, entitle "Permits for Special Events," of Chapter IV "General Licensing," of "The Code of the City of Asbury Park, Nev Jersey," is hereby amended and supplemented as follows (additions are shown with underline, deletions are show with strikethrough):

Chapter 4. General Licensing

§ 4-10. PERMITS FOR SPECIAL EVENTS.

Prior source history includes Ord. No. 2362; Ord. No. 2456; Ord. No. 2458; Ord. No. 2477; Ord. No. 2489

§ 4-10.1. Definitions.

For the purpose of this section:

DEMONSTRATION

shall mean a public assembly, meeting, gathering or protest which may include speechmaking, marching, holdin of vigils and all other forms of conduct for the purpose of expressing views or grievances. Such gatherings woul occur on City streets, sidewalks, or property.

FARMERS MARKET

shall mean a common facility or area where several farmers or growers gather on a regular, recurring basis to sell variety of fresh fruits and vegetables or other locally-grown farm products directly to consumers.

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FLEA MARKET

shall mean an open market, usually held outdoors where a variety of goods are sold including jewelry, household goods, food and other inexpensive items.

NON-PROFIT

shall mean an organization or entity which has been duly established and operates in accordance with the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1, *et seq.*, or a similar entity which has been organized under the laws of a jurisdiction other than the State of New Jersey (defined as a "foreign corporation" under N.J.S.A. 15A:1-2f) and which may have obtained federal tax exempt status under Section 501(c) of the Federal (IRS) Tax Code.

PARADE

shall mean organized public procession on a festive or ceremonial occasion; to march or walk in a procession.

RALLY

shall mean a demonstration as that term is defined above.

SPECIAL EVENT

shall mean a preplanned event or series of events for a duration of seven (7) days or less, sponsored by a public or private person or entity, which is:

a. Located wholly or partially on property owned or maintained by the City; or

b. Permissibly located on any other property and requires for its successful execution the provision and coordination of municipal services to a degree significantly over and above that which the City routinely provides; or

c. Any parade or other event, such as a concert, race, walkathon, bicycle race, fair, carnival celebration, sporting event, flea market, plunge, bonfire, show, or wedding, or any other type of large event generating a parking or traffic situation that may interfere with the movement of normal traffic and/or emergency vehicles, taking place in or upon any street, park, beach, or other public place, or private property, in the City of Asbury Park.

The following shall be illustrative of, but not limited to, the type of event requiring a permit: the closing of a public street, the sale of merchandise, food or beverage on public property outside of the central business district, or on private property where otherwise prohibited by law, the installation of a stage, bandshell, trailer, van, portable building, tent, grandstand or bleachers on public property, or private property, or any event conducted in a public park or on a public beach, or bonfire conducted on the beach.

§ 4-10.2. Purpose and Intent.

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The purpose and intent of this section is to enable the City of Asbury Park and its Governing Body to have contro over the type and scope of special events, as defined herein, to be held within the confines of the City, while insurin the protection of the interests of those in the community upon whom such special events shall impact.

§ 4-10.3. Permit Required.

Any person or organization desiring to hold any special event as defined herein , must first apply for and obtain special events permit in accordance with the requirements of this section.

§ 4-10.4. Application.

a. A person or organization seeking issuance of a permit hereunder shall file an application with the City Manager or his or her designee, on a form to be provided for that purpose, on which form the applicant shall furnish pertinent information to include but not limited to the following:

1. The name, address, e-mail address and telephone number of the applicant.

2. The name, address, e-mail address and telephone number of the person or persons, corporation organization or association sponsoring the activity.

3. A detailed description of the proposed event and a sketch that shows the area or route to be used, along with proposed structures, tents, fences, barricades, signs, banners and restroom facilities, more commonly referred to as a "footprint."

4. The date(s) and hours for which the permit is desired.

5. The location of the event for which the permit is desired, and complete details as to how the applican intends to provide for security, traffic control, site cleanup, separation of recyclables and disposal o trash and debris and parking (and in particular, whether any temporary parking areas will b required).

6. The number of attendees, participants, spectators, contestants and/or other people that are reasonabl anticipated to attend the event.

7. A detailed description of the City's resources or services that shall be required to be provided i connection with the event.

8. Any applicant claiming status as a nonprofit organization shall be required to provide the necessar documentation to that effect.

b. Upon verification that the application is complete, the City Manager or his or her designee shall refer th application to the Special Events Committee for preliminary

review in accordance with this section. The Special Events Committee may require the applicant t supplement its application with any pertinent documentation that may be of assistance to the Committee

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and to the Mayor and City Council, in their review of the application.

c. All completed applications must be submitted to the City Manager or his or her designee at thirty (30) days prior to the desired event, unless the applicant receives a waiver of this requirement from the Mayor and City Council, or unless the application is for a special event of the type covered by § d. below. The City reserves the right to reject an application if fees for a prior year's event have not been paid in full or if the applicant is delinquent in payment of any City taxes, fines or fees.

d. Information concerning public gatherings and assemblies protected by the First Amendment to the United States Constitution and the New Jersey State Constitution (i.e., demonstrations, rallies, etc.), shall receive an expedited review. Such permits shall be granted or denied by the City Manager, acting on behalf of the Mayor and City Council, within three (3) business days of receipt of a fully completed application. The City Manager's granting of an approval may be with such conditions as are deemed to be in the best interests of the City, upon consultation with members of the Special Events Committee (including the Mayor or the Mayor's designee to the Committee), Police Chief, Fire Chief, and any other relevant City officials.

§ 4-10.5. Fees.

All applicants for special events permits shall be required to pay a nonrefundable application fee, as well as all other fees that are determined to be necessary by the Mayor and City Council depending upon the nature and extent of the proposed activity. The application fee shall be due and payable at the time that an application is submitted. Other fees that may be required include, but are not necessarily limited to: costs associated with the provision of police and/or fire supervision, emergency services, staffing, use of City owned property and/or use of City owned vehicles or equipment and the creation and/or use of temporary parking areas. Applicants shall be provided with an estimate of required fees by the City Manager or his or her designee after the Special Events Committee has reviewed the contents of the application, pursuant to § **4-10** below. Final confirmation of the total fee shall be made by the Mayor and City Council, upon recommendation from the Special Events Committee, during review of each specific

application. All required fees shall be due and payable at least ten (10) days prior to the event. In addition to the fees payable prior to each event, the applicant shall be required to pay for any and all additional or unanticipated expenses which were occasioned or become necessary during or after the event, as a direct result of the event.

a. Application Fee: (Nonrefundable).

$50 for non-profits (as defined herein)

$250 for all other organizations or groups

$1,000 for events over 2,000
$5,000 for events over 15,000

b. Maintenance Personnel and Equipment Fees:

Putting up barricades- 1 man, 1 hour	$50
Picking up barricades- 1 man, 1 hour	$50
Putting up banner- 2 men, 1 hour	$100
Taking down banner- 2 men, 1 hour	$100
Use of pickup truck, per hour	$60*

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Use of dump truck	$85*
Use of sweeper, per hour	$75*
Use of front end loader, per hour	$80*
Use of dozer, per hour	$100*
Use of portable float (stage) and steps	$250
Use of litter scooter, per hour	$50*
Use of garbage truck, per hour	$90*(plus tipping fees)
Use of bucket, per hour	$75*
Ambulance	$250*
Dumping fee	$120 per ton
Fire Engine or Rescue Truck	$500 per day*
Rack Body Flatbed Truck	$65 per hour*
Mason Dump Truck	$65 per hour*

Items shown with an asterisk(*) above require an additional charge for the operator of the vehicle or equipment, which shall be at the rate of $50 per hour. The above fees include delivery and pick-up during regular working hours (7am-2pm). All charges shall be hourly (except for the use of the portable float/stage and steps) and shall have a minimum charge of one hour. For any increments into the following hours, a one hour charge shall be incurred.

c. Public Parks**:

Sunset	$600 per day
Saint John's Island	$500 per day
Bradley	$2,000 per day from one week prior to Memorial Day through two weeks after Labor Day
Bradley	$750 per day any other time
Atlantic	$2,000 per day from one week prior to Memorial Day through two weeks after Labor Day
Atlantic	$750 per day off season any other time
Library	$600 per day
Kennedy	Monday-Friday: $500.00 up to 8 hours; Saturday and Sunday: $500.00 per day between the hours of 8:00 a.m. and 4:00 p.m.; $500.00 per day between the hours of 5:00 p.m. and 10:00 p.m.
Springwood	$100 per day

**In order to reserve one of the City's parks for an event, fees must be paid in accordance with the requirements set forth above and insurance must be provided in accordance with the requirements of Section 4-10.10 below.

d. Boardwalk Fee: Daily fee of $250 per 4 hours of use.

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e. Beaches: Use of beaches for any event up to 3 hours of use - $500.00 per day per beach avenue (i.e., First Avenue Beach); events lasting from 3 - 8 hours of use - $700.00 per day per beach avenue (i.e., First Avenue Beach). All participants on the beach will also be required to purchase a daily beach badge if the event occurs during the summer season when beach badges are required for access to the City's public beaches.

f. Transportation Center: $100 per day plus any maintenance fees

g Council Chambers: $100 per day plus any maintenance fees

h. Senior Center: $100 per day plus Department of Public Works fees and any other fees deemed necessary.

i. Large Beach or Park Event: Events involving more than 500 participants will be subject to a different fee structure to cover added City expenses. The daily beach/park fee will vary according to the type of event: Beach Fee: $2,500 Park Fee: $2,500.

In addition, a deposit will be required in the amount of $5,000 to cover any expenses incurred by the City that are not covered by special event fees.

For any event with 500 or more participants, user fees and deposits will be set by the Asbury Park Special Events Committee and approved by the Asbury Park City Council. A separate contract approved by the City Council will govern the operation and fees of said event.

j. Street Blocking or Closing:

1. Non-Metered Streets: $250 daily fee per block for any non-metered street blocking or closing.

2. Metered Streets: The daily charge per block for street blocking or closing will be calculated by: taking the number of metered parking spaces in that block x the current hourly rate in that block (for the specific date of closure) x the daily number of hours the meters are in operation = the daily rate for that block. Either the daily block rate or a minimum of $250, whichever is greater, will be paid by the applicant.

k. Off-Duty Police Officers: 8:00 a.m.-12:00 a.m. $75 per hour per officer/ 12:00 a.m.- 8:00 a.m. $85 per hour per officer.

l. EMT/Fire: 8:00 a.m.-12:00 a.m. $75 per hour/12:00 a.m.-8:00 a.m. $85 per hour (Fire Inspector/Fire Official regular overtime receive rate).

m .Lifeguards: $65 per hour

n. Utility Fees: Any and all fees for actual water and electric consumption shall be billed by the Director of Public Maintenance after the conclusion of the event.

o. Electrician: $60 per hour

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

p. Returned Checks. $25 fee in addition to the reimbursement of the original check amount.

q. A special event permit shall not be required for a farmer's market. However, farmer's market shall be charged a one-time annual fee of $25 to operate within the City.

§ 4-10.6. Special Events Committee.

a. Establishment; Purpose. There is hereby created a Special Events Committee within the City of Asbury Park. The purpose of the Special Events Committee shall be to review all special events permit applications and to provide a written recommendation to the Mayor and City Council, through the City Manager or his or her designee, relative to each application.

b. Composition; Meetings. The Special Events Committee shall consist of the City Manager or his or her designee, the Mayor or his or her designee, the Police Chief or his or her designee, the Fire Chief or his or her designee, the Director of Public Works or his or her designee, the Recreation Director, and any other City Officials or employees as deemed necessary by the City Manager in order to properly review each application. The Special Events Committee shall meet once per month (or as often as needed) and shall report its findings and recommendations to the Mayor and City Council for final approval of each special event. Unless otherwise advised, all applicants shall be required to appear personally before the Special Events Committee, as well as before the Mayor and City Council, in support of their application.

§ 4-10.7. City Council Approval.

Following receipt of a written report from the Special Events Committee, the Mayor and City Council shall make the final determination as to whether to issue a Special Events Permit and the appropriate fee to be charged, by affirmative action by majority vote. Issuance of a permit may be subject to such conditions and restrictions as may be determined necessary by the Mayor and City Council. The applicant shall be required to abide by all conditions and restrictions imposed by the Mayor and Council.

In connection with the approval of any Special Events Permit, the Mayor and City Council may authorize the provision of temporary parking areas, after consultation with the Special Events Committee, along with the Police Transportation and Fire Departments. Any such temporary parking areas shall be subject to such conditions as deemed necessary by the Mayor and Council.

§ 4-10.8. Standards.

The standards for the issuance of a permit pursuant to this section shall include but shall not necessarily be limited to, the following findings:

a. That the proposed event will not unreasonably interfere with or detract from the general public's enjoyment of public parks, beaches, roadways, or facilities to be utilized.

b. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety, and recreation.

c. That the proposed activity and uses that are reasonably anticipated will not be likely to include violence, crime or disorderly conduct.

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

d That the facilities desired have not been reserved for other use at the date and hour requested in the application.

e. That the applicant will maintain premises in the same condition which existed prior to the event.

§ 4-10.9. Permit Non-Transferable.

Permits issued for Special Events shall not be transferrable.

§ 4-10.10. Denial of Permit.

The standards for denial of a permit pursuant to this section shall include but shall not necessarily be limited to, the following:

a. That the proposed event will disrupt traffic within the City beyond practical solutions.

b. That the location of the special event will cause undue hardship to adjacent property owners.

c. That the proposed event will require the diversion of so many public employees that allowing the event would unreasonably deny service to, or jeopardize the safety of, the remainder of the City's residents.

d. That the application contains incomplete or inaccurate information, or that the applicant has filed or refuse to provide necessary information upon request from the City.

. That the application fails to comply with all terms of this section, including the failure to remit all fees or deposits, or the failure to provide proof of proper liability insurance coverage, or the failure to execute an indemnification and hold harmless agreement, or the failure to provide a performance bond or cash security deposit when required by the Mayor and City Council, or for any other violation of the terms and conditions of this section.

§ 4-10.11. Responsibility, Liability, Performance Guarantee/Security Deposit, Insurance Coverage and Indemnification

a. Responsibility.

1. It shall be the permit applicant's responsibility to secure all necessary other permits, licenses and/or approvals which may be required (i.e., by State, local or other outside agencies), in conjunction with the proposed event.

2. All permit applicants shall assume all risks associated with premature advertisement of any event prior to the time of issuance of a permit by the Mayor and City Council, as well as any and all other costs which may have been expended prior to the time of official approval of the application by the Mayor and City Council.

3. All permit holders shall be required to abide by all requirements set forth in the permit, as well as all City Ordinances, State Statutes (including but not limited to the New Jersey Riot Act, N.J.S.A. 2C:33-1 et seq.), and all other rules and regulations which may be applicable to the event.

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

4. All permit holders shall be responsible for any and all additional costs that are incurred as a result o the event, including costs which may not have been foreseen at the time that the permit was issuec but which becomes necessary, such as costs associated with additional resources provided by the City, including but not limited to, manpower and/or equipment costs, police and/or fire supervision emergency services, cleanup activities, etc.

5. Any personnel provided by the City (i.e., police, fire, emergency, public works or other City employees) in connection with any special event sponsored by an outside party shall not be considered employees or agents of the outside party. If emergency services are required for any special event, then only Asbury Park emergency personnel may be utilized.

b. Liability; Performance Guarantees/Security Deposit.

1. All permit holders shall be liable for all losses, damages and/or injuries sustained by any persor whatsoever by reason of the event or activities associated with the event.

2. The terms of this section shall not be construed as imposing upon the City or its officers or employee: any liability or responsibility for any injury or damage to any person in any way connected to the use for which the permit was issued. The City and its officials and employees should not be deemed to have assumed any liability or responsibility by reason of any inspections performed, the issuance o any permits, or the approval for use of any City property in connection with a permit issuec hereunder.

3. All permit holders shall assume full responsibility for the acts and conduct of all persons admitted to the event by or with the consent of the permit holder, or of any person acting for or on behalf of the permit holder.

4. If any portion of City property or other premises where the event is held is damaged by the act o omission of the permit holder, or by the permit holder's agents, employees, patrons, customers guests, invitees, or any other person admitted to the premises by the permit holde shall be responsible for all costs associated with restoration of the property or premises to the condition that existed prior to the occurrence of such damage. The amount of such damage shall be considered an additional fee.

5. A refundable security deposit in the amount of five hundred ($500.00), which shall be posted in the form of cash or by check, or a refundable security deposit in another amount (also to be posted in the form of cash or by check) as determined in the sole discretion of the City to be sufficient to cover any damage: which may be occasioned as a result of the special event or to ensure compliance with all terms and conditions imposed by the Mayor and Council in connection with issuance of the permit shall be required to be posted at least ten (10) days prior to the event. c. Insurance Coverage. All permit holders must submi minimum liability insurance coverage in an amount to be determined by the Mayor and City Council depending upon the size and nature of the event planned. The City of Asbury Park, its officers, employees agents and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least ten (10) days prior to the event.

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

d. Indemnification. All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives harmless from and against any and all liability for claims, demands, damages, suits, judgments, fines, losses and expenses, of any nature, which are sustained as a result of the event, and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event.

§ 4-10.12. No Rights Conveyed; Revocation.

All permits issued pursuant to this section shall be temporary and do not invest any permanent or continuing rights No permit issued pursuant to this section shall convey any right, interest or title in any City property to the permi holder. Any permit may be revoked at any time by the City Manager, acting on behalf of the Mayor and City Council for violation of the conditions for which the permit was issued, or for violation of any ordinance which relates tc the conducting of the event, or for violation of any of the terms of this section, or when the event is found not to be in the best interests of the City, or for other good cause shown.

§ 4-10.13. Offenses and Penalty.

a. Offenses. A person commits an offense if he or she:

1. Commences or conducts an event that is subject to the requirements of this section without a permit, or;

2. Fails to comply with any condition, requirement or provision of the permit, or otherwise violates any ordinance, rule or regulation that is applicable to the event.

b. Penalty. A person who violates a provision of this section shall be guilty of a separate offense for each day or part thereof during which the violation is committed or continued and shall be liable, upon conviction, to the penalty as stated in Chapter I, Section **1-5** of the City Code, or as provided by State Statute.

BE IT FURTHER ORDAINED, that all references to the "Special Events Review Board" as contained in any other Sections of the City Code are hereby revised to refer to the "Special Events Committee."

BE IT FURTHER ORDAINED, all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A 40:69A-181(b).

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

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. 2021-6 which was finally adopted by the City Council at a meeting held on the 24th day of March, 2021

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Ordinance 2021-6

- ❑ Adopted
- ❑ Adopted as Amended
- ❑ Defeated
- ❑ Tabled
- ❑ Withdrawn
- WI Introduced

		Yes/Aye	No/Nay	Abstain	Absent
Eileen Chapman	Voter	WI	❑	❑	❑
Yvonne Clayton	Voter	WI	❑	❑	❑
Jesse Kendle	Mover	WI	❑	❑	❑
Amy Quinn	Seconder	WI	❑	❑	❑
John Moor	Voter	WI	❑	❑	❑

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE

FRESH MARKETS NJ LLC
0450343965

The Division of Revenue and Enterprise Services hereby affirms that the following annual reports for FRESH MARKETS NJ LLC was submitted on 03/25/2021 for the years: 2020-2021

Registered Agent and Office

Bret S Morgan
1411 Woodlock Ave
Ocean, NJ 07712

Main Business Address

1411 Woodlock Ave
Ocean, NJ 07712

Officers and Directors

MEMBER
Bret S Morgan
1411 Woodlock Ave
Ocean, NJ 07712

MEMBER
Daniel C Croak
400 3rd Ave
#15
Asbury Park, NJ 07712

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, this 25th day of March, 2021

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 2548692002
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

FRESH MARKETS NJ LLC
0450343965

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on January 28, 2019.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey. Annual Reports are outstanding for the following year(s): 2020-2021

I further certify that the registered agent and office are:

ROBERT MORLEY
1405 UNAMI AVE.
SUITE 2
OCEAN, NJ 07712

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of March, 2021

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6117187105

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Attachment: ASBURY FRESH PROPOSAL (2021-186 : Awarding a contract for the Kennedy Park Concession)

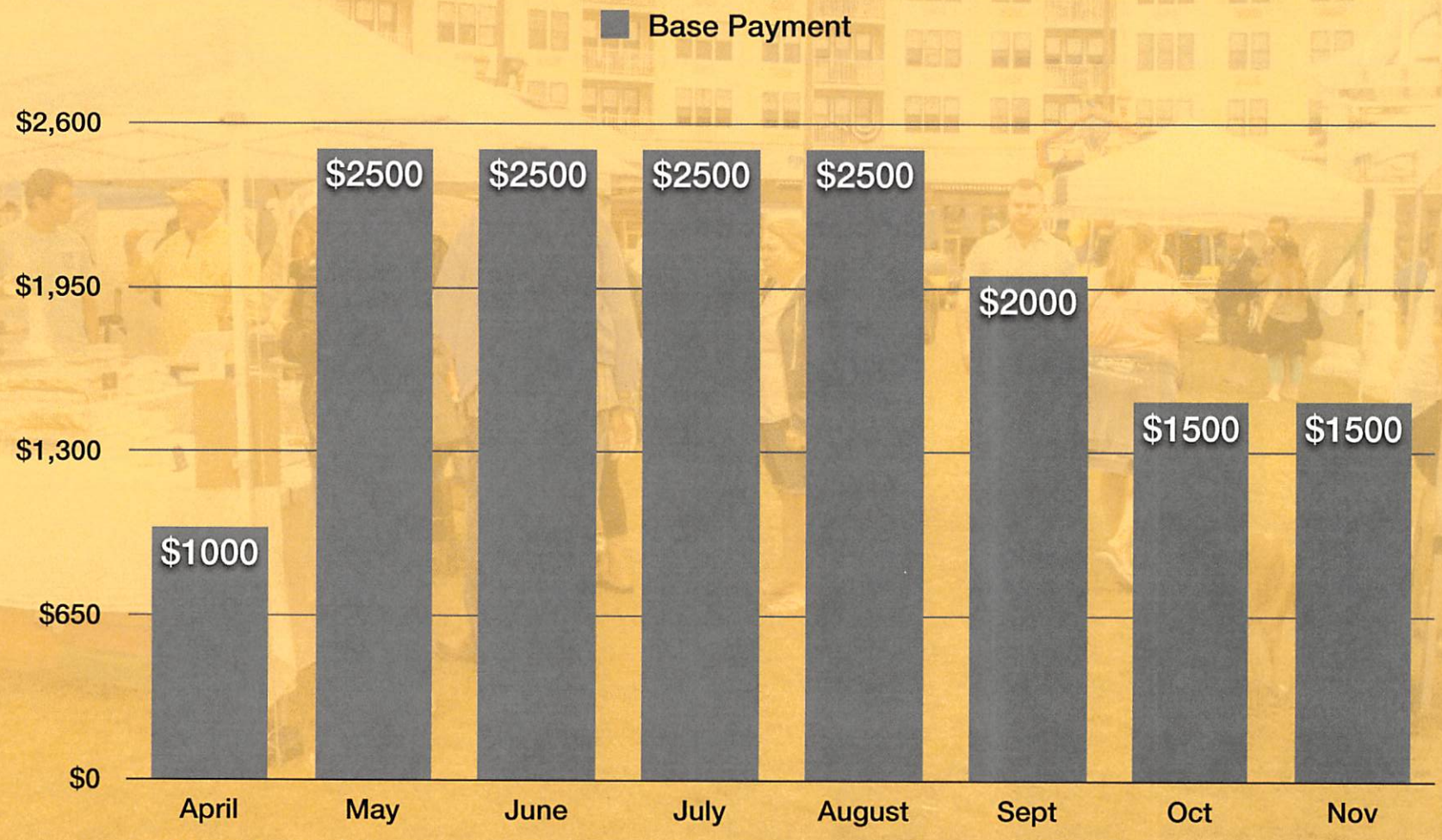
ASBURY
FRESH
New Jersey's Largest
Farmers & Makers Markets

I. Activities & Pricing

A weekly farmers & makers market showcasing fresh local produce, small batch food and unique handmade items.

Kennedy Park

2021 Proposed Payments

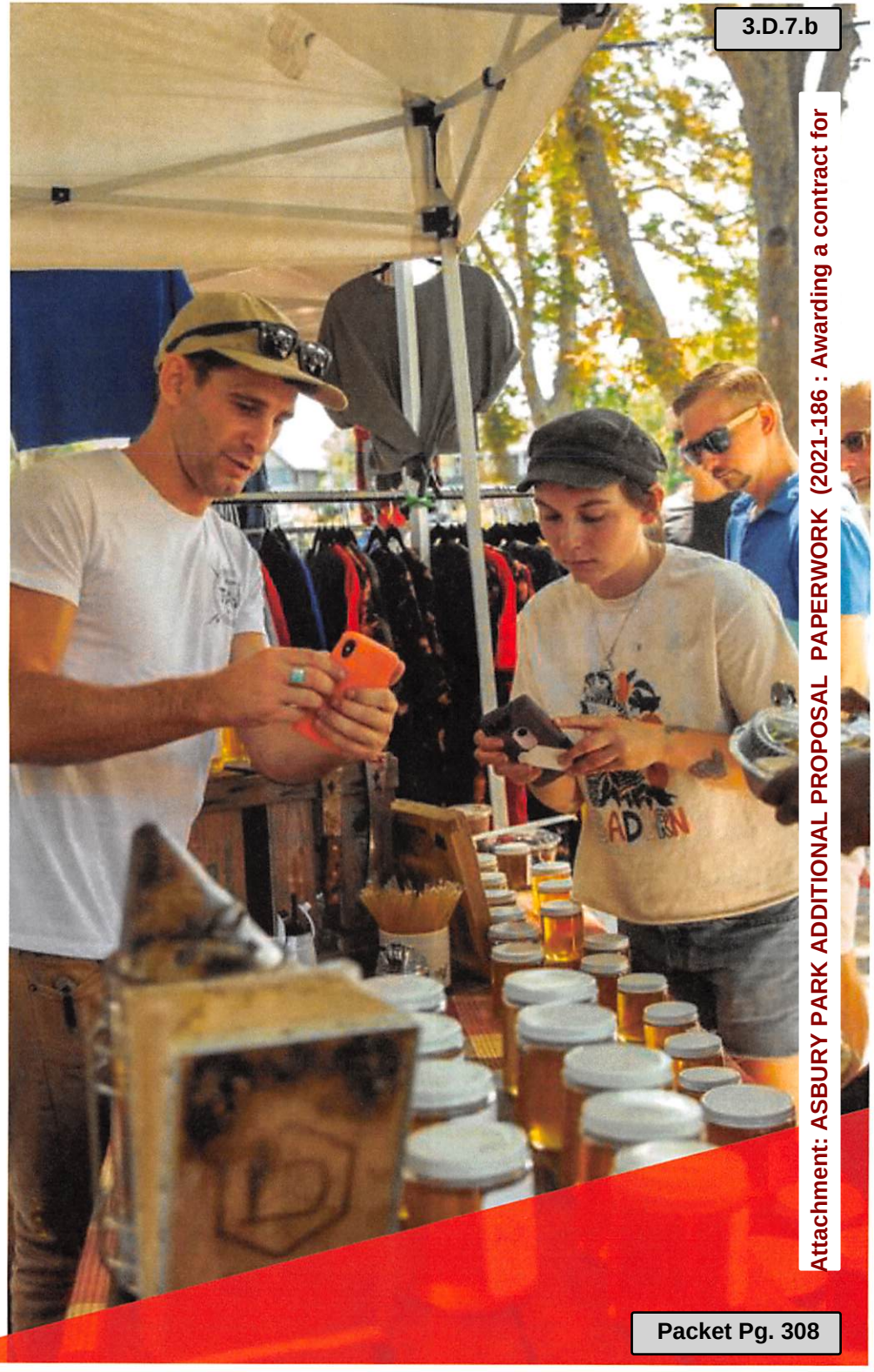


*** Fresh Markets NJ, LLC offers to additionally pay the City of Asbury Park a 15% bonus of the vendor fees for gross monthly sales above $17,000.**

Attachment: ASBURY PARK ADDITIONAL PROPOSAL PAPERWORK (2021-186 : Awarding a contract for

II. Our Experience & Qualifications

- We provide a seasonal sales outlet for farms & food producers, purveyors of unique handmade goods and small batch food.
- We enliven and enrich local communities through unique shopping experiences.
- We empower micro-entrepreneurship and small businesses.



Attachment: ASBURY PARK ADDITIONAL PROPOSAL PAPERWORK (2021-186 : Awarding a contract for

II. Our Experience & Qualifications

- Started in a park in 2012 out of the desire to bring a farmers market to downtown Asbury Park.
- First 4 years it grew from 6 tents in the corner of a park to 50+ vendors, attracting thousands of people each week.
- In 2016 we rebranded as Fresh Markets began to expand outside of Asbury Park.

Attachment: ASBURY PARK ADDITIONAL PROPOSAL PAPERWORK (2021-186 : Awarding a contract for

II. Our Experience & Qualifications

- Currently operate a seasonal weekly markets in Asbury Park.
- Currently operate year round market at Bell Works in Holmdel.
- 10 years of experience operating a market in Kennedy Park.

Attachment: ASBURY PARK ADDITIONAL PROPOSAL PAPERWORK (2021-186 : Awarding a contract for

II. Our Experience & Qualifications

- Over 4000 local produce, small batch food and unique handmade artisan vendors in our network.
- Over 5000 contacts on our public facing mailing list.
- Social Media Influence:

  Instagram:
  @asburyfresh > 9,400 followers
  @bellworksfresh > 4,200 followers

  Facebook:
  @asburyfresh > 5,600 followers
  @bellworksfresh > 4,800 followers

Attachment: ASBURY PARK ADDITIONAL PROPOSAL PAPERWORK (2021-186 : Awarding a contract for

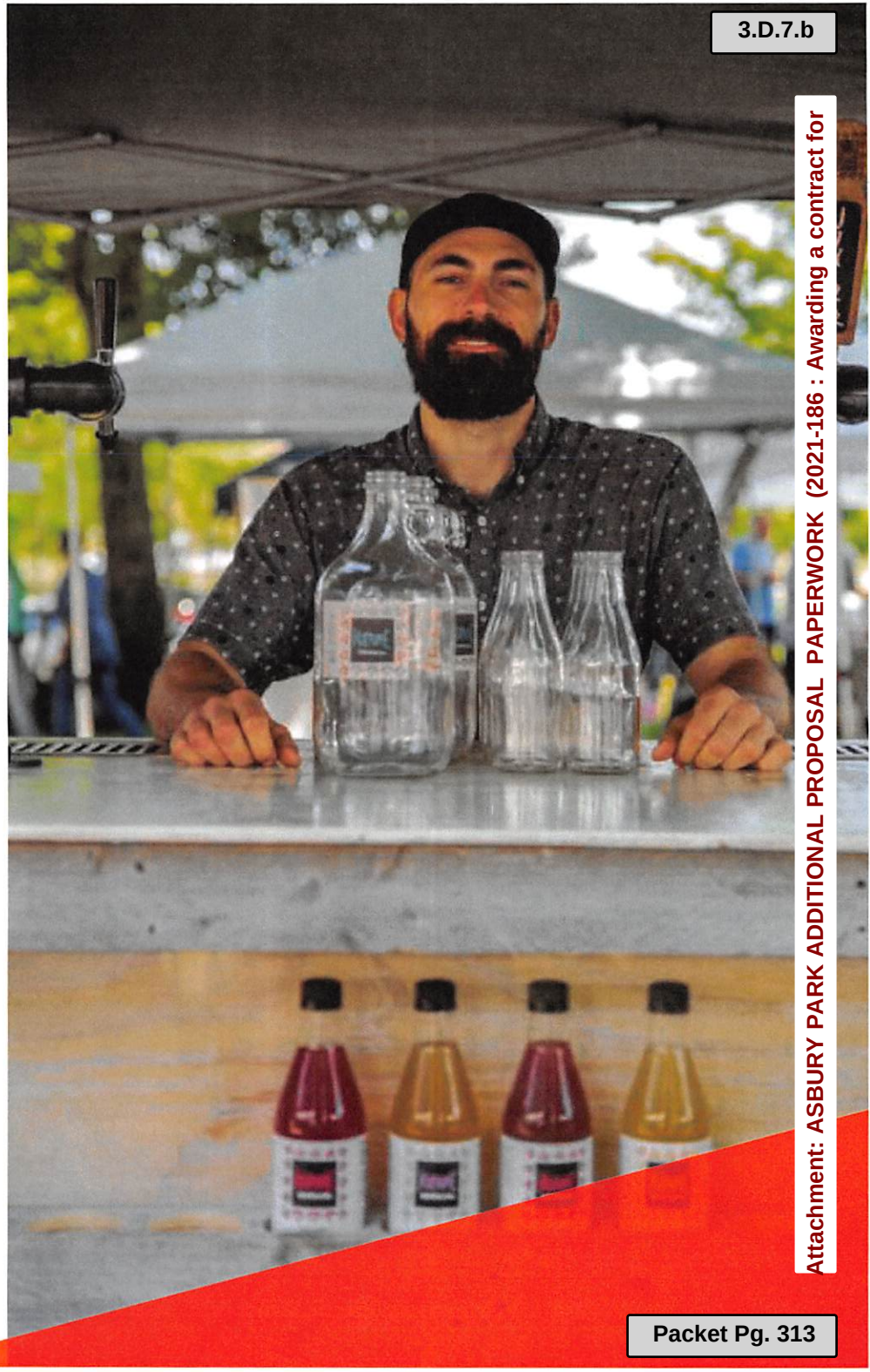
III. Equipment Description

- 50 -10 x 10 EZ Up Tents
- Live Music - Small Speaker/ Soundboard
- Directional & Organizational Lawn Signs

Attachment: ASBURY PARK ADDITIONAL PROPOSAL PAPERWORK (2021-186 : Awarding a contract for

In Closing

- This opportunity aligns with our purpose to enliven and enrich local communities through unique shopping experiences.
- We have 9 years of curating open market experience, specifically in Kennedy Park.
- We have the management team and experience in place to continue to execute on an event beloved by the community.



Attachment: ASBURY PARK ADDITIONAL PROPOSAL PAPERWORK (2021-186 : Awarding a contract for

In Closing

- The Pop Up Farmers & Makers Market model is a flourishing phenomenon in NYC, Philly and cities of all sizes all over the world.
- We are team players & good neighbors and will continue to work with the community.
- We have a history of being able to grow businesses and projects in Asbury Park.

Attachment: ASBURY PARK ADDITIONAL PROPOSAL PAPERWORK (2021-186 : Awarding a contract for

Please Contact

Bret Morgan
bret@asburyfresh.com
(973) 783-2100

RFP - KENNEDY PARK CONCESSION
MARCH 31, 2021 11 AM

ADMINISTRATIVE INFORMATION REQUIREMENTS		SUBMISSION #1
NAME OF FIRM		Fresh Markets NJ LLC / Asbury Fresh
ADDRESS		619 Lake Avenue 3rd Floor
CITY, STATE , ZIP		Asbury Park, NJ 07712
TELEPHONE NUMBER		(973) 783 - 2100
CONTACT PERSON		Bret Morgan
EMAIL ADDRESS		Bret@asburyfresh.com
APRIL 15TH -30TH 2021 PAYMENT PROPOSED (Minimum Fee $1,000)		$1,000 PLUS 15% OF GROSS SALES/FEES ABOVE $17,000
MAY 2021 PAYMENT PROPOSED (Minimum Fee $2,500)		$2,500 PLUS 15% OF GROSS SALES/FEES ABOVE $17,000
JUNE 2021 PAYMENT PROPOSED (Minimum Fee $2,500)		$2,500 PLUS 15% OF GROSS SALES/FEES ABOVE $17,000
JULY 2021 PAYMENT PROPOSED (Minimum Fee $2,500)		$2,500 PLUS 15% OF GROSS SALES/FEES ABOVE $17,000
AUGUST 2021 PAYMENT PROPOSED (Minimum Fee $2,500)		$2,500 PLUS 15% OF GROSS SALES/FEES ABOVE $17,000
SEPTEMEBER 2021 PAYMENT PROPOSED (Minimum Fee $2,000)		$2,000 PLUS 15% OF GROSS SALES/FEES ABOVE $17,000
OCTOBER 2021 PAYMENT PROPOSED (Minimum Fee $1,500)		$1,500 PLUS 15% OF GROSS SALES/FEES ABOVE $17,000
NOVEMBER 2021 PAYMENT PROPOSED (Minimum Fee $1,500)		$1,500 PLUS 15% OF GROSS SALES/FEES ABOVE $17,000
PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES		10 years of service AP
DESCRIPTION OF EQUIPMENT TO BE PROVIDED & UTILIZED		50 - 10x10 EZ Up Tents
		Live Music - Small Speaker/Soundboard
		Directional & Organizational Lawn Signs
ADDITIONAL INFORMATION		See page 11
DOCUMENTS 1 - 15 INCLUDED WITH PROPOSALS		Paperwork Needed:
		W9 Form
		NJ BRC
		At Contract Execution Need:
		$200 Escrow
		Insurance Paperwork
		Affirmative Action Form - A.A. 302
EVALUATION AND RANKING		
PAYMENT PROPOSED PER MONTH	(70%)	70%
PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES	(15%)	15%
DESCRIPTION OF EQUIPMENT TO BE PROVIDED & UTILIZED	(15%)	15%
	TOTAL	100%

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

PHONE: (732) 775-2100
WWW.CITYOFASBURYPARK.COM

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

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

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

From: Tracy Lizardi, Director of Purchasing/Assistant CFO

Date: April 9, 2021

RE: RFP – Kennedy Park Concession

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

- On March 31, 2021 at 11:00 am one proposal was received in response to the RFP :

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

- This proposal has been deem complete.

- Fresh Markets NJ LLC/ Asbury Fresh is recommended for the award. Their pricing is:

  a. April 15th - 30th 2021: $1,000 plus 15% of gross sales/fees above $17,000;
  b. May 2021: $2,500 plus 15% of gross sales/fees above $17,000;
  c. June 2021: $2,500 plus 15% of gross sales/fees above $17,000;
  d. July 2021: $2,500 plus 15% of gross sales/fees above $17,000;
  e. August 2021: $2,500 plus 15% of gross sales/fees above $17,000;
  f. September 2021 $2,000 plus 15% of gross sales/fees above $17,000;
  g. October 2021: $1,500 plus 15% of gross sales/fees above $17,000;
  h. November 2021: $1,500 plus 15% of gross sales/fees above $17,000;

As per the Local Public Contracts Law, the City Clerk is hereby requested to immediately post on the City's website to comply with N.J.S.A. 40A:11-4.5(d) that requires this review to be provided to the Governing Body and posted on the municipal website at least 48 hours prior to the possible awarding of a contract. This contract, if the Governing Body elects, is made via Resolution. A draft Resolution will be provided for at the April 14, 2021 Council Meeting for consideration.

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-187
Resolution Authorizing the City Manager to Execute a Contract with Rosario Contracting Corporation for the Demolition of 1117 Sunset Avenue Asbury Park, NJ

RESOLUTION NO. 2021-187

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ROSARIO CONTRACTING CORPORATION FOR THE DEMOLITION OF 1117 SUNSET AVENUE ASBURY PARK, NJ

WHEREAS, the City has a need for the demolition of the structure at 1117 Sunset Avenue Asbury Park, NJ; and

WHEREAS, the City has solicited and obtained two quotes from Rosario Contracting Corp. and Atlantic Demolition; and

WHEREAS, the City of Asbury Park is desirous of authorizing the City Manager to execute a contract for Rosario Contracting Corp. in the amount of $29,500.00 for the demolition of the structure at 1117 Sunset Avenue; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-20-100-000-201 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizing the City Manager to execute a contract to Rosario Contracting Corporation in the amount of $29,500.00

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. 2021-187 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

ROSARIO CONTRACTING CORP.

MBE•SBE CLASSIFIED BONDED & INSURED

Proposal

March 1 2021

City of Asbury

Attn. George

RE: Demo @ 1117 sunset ave Asbury nj

Rosario Contracting Corp (RCC) will supply labor, material and equipment for the following:

- Demolition of house and all concrete structure
- Removal of all concrete slabs and footings
- All demo debris will be dumped at a state license facility.
- All scrap metals property of Rosario contracting
- Backfill hole with clean fill

Exclusions

- Not responsible for any permits.
- Not responsible any cut and caps
- Not responsible for any hazardous material

Rosario Contracting Corp. will perform the above services for the sum of:

Twenty nine thousand five hundred **$ 29,500.00**

PAYMENT TERMS: 10% upon mobilization
Balance due on completion

If breach of contract should occur under this agreement owner shall pay all costs, expenses & attorney fees in order to resolve such a dispute.

The terms of this proposal will be void in thirty (30) days.

Thank you for the opportunity to submit this proposal. Any questions, please contact Joe Rosario @ 732-768-5669.

Regards,

Rosario Contracting Corp Date Asbury park Date

P.O. BOX 420
LONG BRANCH, NJ
07740
USA

PHONE 732-222-1455
FAX 732-222-4155
EMAIL rosariomazzacorp@aol.com
WEB SITE rosariocontracting.com

Attachment: Quotes for the Demolition of 1117 Sunset Avenue (2021-187 : Awarding of a contract for the demolition of 1117 Sunset Avenue)

Proposal

Atlantic Demolition
P.O Box 395
Long Branch, NJ 07740
PH-908-513-5842
Fax-732-870-2364

City of Asbury Park

Job Location; 1117 Sunset Ave Asbury Park, NJ 07712

We hereby submit Specifications and estimates Subject to all term and conditions as set forth on both sides as follows:

1) Demolition of structure.
2) Removal of all debris.
3) Removal of concrete.
4) Removal of all footings.

Not responsible for permits.

We propose hereby to furnish materials and labor complete in accordance with the above specifications of the sum of $35,000.00

City of Asbury Park 04/02/2021 Raymond Grieco 04/02/2021

Attachment: Quotes for the Demolition of 1117 Sunset Avenue (2021-187 : Awarding of a contract for the demolition of 1117 Sunset Avenue)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-188
Resolution awarding a contract for the 2021 Sunset Lake Pond Management to Black Lagoon for Seasonal Herbicide Application, Permits, Algaecide if Needed.

RESOLUTION NO. 2021-188

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING A CONTRACT FOR SUNSET LAKE POND MANAGEMENT

WHEREAS, the City has solicited pricing from two (2) vendors for pond management services for Sunset Lake; and

WHEREAS, N.J.S.A 40A:11-3 Bid threshold; award of contracts stipulates that the governing body can authorize the Purchasing Agent to award a contract if the amount is less than $17,500.00 and not require public bidding; and

WHEREAS, Mayor and Council of the City of Asbury Park hereby authorizes the Purchasing Agent to award the contract to perform pond management services for Sunset Lake with the following not-to-exceed costs:

- Seasonal herbicide application: $8,200.00 annually
- Permits: $250.00 annually
- Algicide application at $750.00, if needed, at the discretion of the City Manager

WHEREAS, notification of this award shall be published in a newspaper of record as per N.J.S.A. 40A:11-5(1)(a) ; and

WHEREAS, the Chief Financial Officer has certified that funds are available in 1-01-26-290-000-223 within the Current Fund:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey authorizes the City Manager/Purchasing Agent to award the 2021 pond management contract for Sunset Lake to Black Lagoon in the amounts described within.

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

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. 2021-188 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

BLACK LAGOON
POND MANAGEMENT

10 February 2021

SUNSET LAKE (approximately 13 acres)
CITY OF ASBURY PARK, NEW JERSEY

City of Asbury Park
Department of Public Works
9 Main Street
Asbury Park, New Jersey 07712

Attn: Robert Bianchini

RE: 2021 and 2022 Pond Management

Black Lagoon Pond Management is pleased to present the following cost proposal to provide pond management services to the above-mentioned site during the upcoming season(s).

As you are well aware, aquatic plant and algal densities in ponds are sustained by runoff inputs from the surrounding watershed. Run-off typically carries high nutrient concentrations from fertilizers, rich soils, septic leach fields and waterfowl wastes directly into the ponds. Elevated levels of nutrients and warm water temperatures create conditions favorable for algal and weed growth. Until such time as the root cause of nuisance growth in the pond(s) can be mitigated, a seasonal regime of chemical treatment can maintain an acceptable level of water quality.

From our recent work/observations at this site, and **more than 40 years** of combined regional experience, it has been determined that most of the problems with water quality at this site are most associated with nuisance growth of:

- **pondweeds** (*Potamogeton spp.*)
- **milfoil** (*Myriophyllum spp.*)
- **naiads** (*Najas spp.*)
- **filamentous algae**

Black Lagoon
P.O. Box 9031
Hamilton, New Jersey 08650
Tel: 609.815.1654 • Fax: 609.585.0525
www.blacklagoon.us

Attachment: BLACK LAGOON SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

Based upon previous experience with ponds of similar dimension and setting, Black Lagoon typically recommends regular treatments (algicide and/or herbicide) from May through mid-September to maintain aquatic plant and algal densities below nuisance densities.

Algae Control

For algae control in ponds, Black Lagoon routinely applies an EPA-registered, chelated copper algicide such as **Cutrine-Plus®** or **Captain®** for algae control. These **chelated** copper formulations are designed for application on a regularly scheduled basis, in low dosage amounts, to maximize algae control and minimize the potential for adverse environmental risk. A frequent, low-dose schedule typically establishes control early in the season. There are no water use restrictions associated with the application of these products at labeled rates.

Aquatic Vegetation Management (AVM)

One or more aquatic herbicides may be used in the execution of this contract including: **Clipper®** (flumioxazin), **Sonar®** (fluridone), **Rodeo®** (glyphosate), **Aquathol-K** (endothal), **Tribune®** (diquat dibromide) and/or a copper based herbicide. It must be emphasized that a frequent, low-dose schedule typically establishes control early in the season.

Control of some aquatic plant species such as watermeal (*Wolffia sp.*) or coontail (*Ceratophyllum demersum*) require a maximum allowable dose rate of herbicide. The efficacy of such treatment is highly dependent upon proper flow and other seasonal environmental conditions. Treatments are conducted in strict accordance with NJDEP regulations which restrict the materials, concentrations and frequency of treatment. In many instances, due to environmentally regulated downstream waters (i.e., drinking supply, irrigation, trout production etc.), NJDEP may restrict application rates. Therefore, extent or duration of aquatic plant and/or algae control treatments cannot be warranted.

It should be recognized that delaying initial treatment until dense surface algae mats have formed further limits treatment effectiveness. Such delays also increase adverse environmental risks (i.e., to fish) by reducing levels of dissolved oxygen. Black Lagoon is not liable in the unlikely event that fish life is adversely affected due to environmental conditions.

We sincerely appreciate the opportunity to submit this proposal for your consideration. Should you have any questions or require further information, **please do not hesitate to contact me directly at 609.815.1654**.

Best Regards,

Christopher J. Borek, Director

Attachment: BLACK LAGOON SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

WATER USE RESTRICTIONS

- CLIPPER® ***3 day water use restriction*** on irrigation
- TRIBUNE® ***5 day water use restriction*** on irrigation
- SONAR® ***30 day water use restriction*** on irrigation
- *AQUATHOL-K®* ***no water use restrictions*** on irrigation
- *NAUTIQUE®* ***no water use restrictions*** on irrigation
- *CAPTAIN®* ***no water use restrictions*** on irrigation

When applicable, water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment postings upon expiration.

PERMITS – New Jersey

Pesticide applications are regulated by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). In New Jersey, the Pesticide Control Program (PCP) within the New Jersey Department of Environmental Protection (NJDEP) issues aquatic pesticide permits for applications of pesticides to surface waters of the State.

Effective January 29, 2013, **NJDEP mandated a 2-year permit for aquatic pesticide applications** to a given site regardless of the size/scope of the site/project. This permit application fee is **non-refundable** and **non-transferable**. NJDEP regulations do not allow for a permit to "transfer" from one applicator business to another.

Black Lagoon Pond Management will apply for this 2-year permit on your behalf. The State of New Jersey charges $150.00 for this 2-year application. Black Lagoon Pond Management charges a $100.00 permit processing and record-keeping/reporting fee.

In most instances, except for sites within the jurisdiction of the New Jersey Pinelands Commission, permit approval will be granted as of the date of filing.

Our standard contract will now be for a 2 year period. This agreement can be cancelled at any time during the 2 year period with 30 days written notice to terminate.

CERTIFICATION

Black Lagoon Pond Management is listed with the NJDEP and PADEP as a registered applicator of aquatic herbicides and algicides and supervisory personnel hold current certification from the Department.

INSURANCE

Black Lagoon Pond Management carries Workers Compensation, General Liability, Professional Liability, Property Damage and Environmental Liability Insurance which will remain in full effect throughout this program. A certificate of insurance will be forwarded upon request.

Attachment: BLACK LAGOON SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

BLACK LAGOON
POND MANAGEMENT

Permit _____ _____

Tax Exempt # _____

1. _____
2. _____
3. _____

ACCEPTANCE

This Proposal may be made a contract by returning **one (1) signed COPY of this page** **along with a payment of $250.00 (if applicable)** to initiate the permit application process.

Accepted by _____ ***Date*** _____

Phone _____ ***Contact email*** _____

2021 and 2022 CONTRACT PRICE

Seasonal herbicide application for this site: **$ 8,200.00/year**

Algicide applications for this site: **$ 750.00/application**

Never Done

Pricing includes all necessary equipment, materials, labor and travel expenses to perform aquatic pesticide applications at this site.

Pricing does not include any applicable sales taxes or permit fees

PERMIT APPLICATION / RECORD-KEEPING FEES

NJDEP Permit and application processing fees: **$ 250.00/2 years***

***non-refundable, non-transferable**

SCHEDULING

An initial treatment visit will be scheduled between **April 19** and **May 14**

BILLING

April - $3,200.00 • June - $3,000.00 • August - $2,000.00

BILLING ADDRESS/INFORMATION

_____ ***Billing email address*** _____

_____

_____ ***Billing Phone number*** _____

Automated Clearing House (ACH) Payment/Bank Information

Routing Number _____ ***Account Number*** _____

Account Type: ***Checking*** ***Savings*** ***Other*** _____

Black Lagoon
P.O. Box 9031
Hamilton, New Jersey 08650
Tel: 609.815.1654 • Fax: 609.585.0525
www.blacklagoon.us

Sunset Lake – Asbury Park / NJ

Attachment: BLACK LAGOON SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

SŌLITUDE
LAKE MANAGEMENT

SERVICES CONTRACT

CUSTOMER NAME: Town of Asbury Park
PROPERTY NAME: Sunset Lake
CONTRACT EFFECTIVE DATE: April 1, 2021, through March 31, 2022
SUBMITTED BY: Gene Doyle
SPECIFICATIONS: Sunset Lake Annual Maintenance - 21

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **$8,461.83.** SOLitude shall invoice Customer **$1,208.83 per month, April through October,** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of seven (7) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even seven (7) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.
The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

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expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this

Attachment: SOLITUDE SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

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Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall insure to the benefit of and be binding upon the legal representatives and successors of the parties.

Attachment: SOLITUDE SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

Robert Bianchini

By: _____

Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:

_____

_____

_____

Attachment: SOLITUDE SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

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SCHEDULE A - SERVICES

Monitoring:

1. A SOLitude Biologist will visit the site and inspect the pond(s) on a ***two (2) times per month*** basis during the months of ***April through October***.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Pond(s) will be inspected on a ***two (2) times per month*** basis during the months of ***April through October.***
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a ***two (2) times per month*** basis during the months of ***April through October.***
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Attachment: SOLITUDE SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

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Pond Algae Control:

1. Pond(s) will be inspected on a ***two (2) times per month*** basis during the months of ***April through October***.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting :

1. SOLitude staff will be responsible for the following:
   a. Obtaining NJ DEP permits required to perform any work specified in this contract where applicable.
   b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
   c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
   d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
   a. Providing information required for the permit application process upon request.
   b. Providing Certified Abutters List for abutter notification where required.
   c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
   d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
   e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.

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Attachment: SOLITUDE SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Attachment: SOLITUDE SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

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Tracy Lizardi

From: Robert Bianchini
Sent: Thursday, April 8, 2021 7:27 AM
To: Tracy Lizardi
Subject: FW: [EXTERNAL] Permitting cost

Here is the permit cost

From: noreply@salesforce.com <noreply@salesforce.com> **On Behalf Of** Gene Doyle
Sent: Wednesday, April 7, 2021 6:44 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Subject: [EXTERNAL] Permitting cost

Robert,
The permitting cost for Sunset Lake is $550.00

Gene Doyle
Business Development Consultant
P: 908-850-0303 | M: 908.674.1272

gene.doyle@solitudelake.com

Attachment: SOLITUDE SUNSET LAKE QUOTE (2021-188 : Awarding a contract for Sunset Lake Pond Management)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-189
Resolution authorizing the replacement of the current playground structure, located at 7th and Ocean Avenues, that is damaged and nonfunctional for the children in the community using CDBG funds.

RESOLUTION NO. 2021-189

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING A CONTRACT TO BEN SHAFFER RECREATION FOR INSTALLATION OF NEW PLAYGROUND EQUIPMENT LOCATED AT SEVENTH AND OCEAN AVENUE.

WHEREAS, the current playground located at Seventh and Ocean Avenues, Asbury Park was donated by an anonymous donor. The donor gave $100,000 to build the playground in honor of the Sandy Hook Elementary School victims; and

WHEREAS, 26 playgrounds across the coasts of New York, New Jersey and Connecticut were built to honor the 26 lives lost in the Sandy Hook Elementary school shooting on December 14, 2012; and

WHEREAS, the current structure has been damaged and nonfunctional for children in the community; and

WHEREAS, the City of Asbury Park received a quote from Ben Shaffer Recreation Inc. for the purchase and installation of a new playground; and

WHEREAS, pricing is based off of the Educational Services Commission of New Jersey (ESCNJ), Playground Equipment, Bid Contract #20/21-22, NJ approved Co-Op #65MCESCCPS in which the City is a member of; and

WHEREAS, this project shall be paid for with Community Development Block Grant (CDBG) funds in the amount of $146,634.98; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Trust Account T-17-78-850-850-003 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is set forth in the resolution; 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 authorize the award

of a contract to Ben Shaffer Recreation, Inc. in the amount of $146,634.98 for the purchase and installation of a new playground located at Seventh and Ocean Avenues.

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. 2021-189 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Ben Shaffer Recreation Inc
PO Box 844
Lake Hopatcong, NJ, 07849
973-663-2021 Fax 973-663-4615
1-800-953-2021
www.benshaffer.com

BEN SHAFFER RECREATION
Park, Playground & Streetscape Solutions
Serving NJ Since 1921

ESCNJ

Asbury Park
Robert Bianchini
One Municipal Plz
Asbury Park NJ 07712

PROPOSAL

As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
2/11/2021	GMBPQ2156-02	TBD	Greg Powell

Qty	Part #	Manufacturer	Description	List Price	Disc Price	Ext. Price
1	130-125910-3	Burke	Ages 2-5 Nucleus Play Structure with Ramps, Rooves, Cruiser, Slides and Climbers	$97,755.00	$89,934.60	$89,934.60
1	580-1302	Burke	FS SIGN, CUSTOM/CUSTOM	$611.00	$562.12	$562.12
1	Coastal	Burke	Coastal Package for Burke Project # 130-125910-3 and 580-1302	$2,950.98	$2,714.90	$2,714.90
1	WhirlPG	Whirl	Standard installation of the above Playground items to manufacturer specification	$45,248.36	$45,248.36	$45,248.36
16	WhirlMH	Whirl	Man-Hour Labor Per Contract Dewatering	$0.00	$125.00	$2,000.00
9	WhirlRD	Whirl	Receive/Unload Delivery. Cost per man-hour.	$0.00	$125.00	$1,125.00
					Freight*	$5,050.00
Project:					**Total**	**$146,634.98**

***The above items are priced in accordance with Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.**

Approximate delivery time is 4-6 weeks after receipt of order.

Playground Equipment must be installed over a resilient surface.

Prices do not include installation.

IMPORTANT PAYMENT INFORMATION:
Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable.

Thanks for allowing us the opportunity to provide you with this proposal. If you have any questions, please call.

SBE CERTIFIED ENTERPRISE

SBE Certified

Yours truly,

Greg Powell
Recreation Consultant

Attachment: BEN SHAFFER PLAYGROUND EQUIPMENT QUOTE (2021-189 : Resolution Awarding of Contract to Ben Shaffer Recreation for

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-190
Resolution authorizing the purchase and installation of a bandshell at Springwood Park using the ESCNJ Co-op totaling $136,214.55.
CDBG = $91,869 Capital = $44,345.55

RESOLUTION NO. 2021-190

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING CONTRACT TO BEN SHAFFER RECREATION FOR THE PURCHASE AND INSTALLATION OF A BANDSHELL FOR SPRINGWOOD PARK

WHEREAS, the City of Asbury Park received a quote from Ben Shaffer Recreation Inc. for the purchase and installation of a Bandshell to be located at Springwood Park; and

WHEREAS, the City has obtained the attached quote totaling $136,214.55 from the Educational Services Commission of New Jersey (ESCNJ), Playground Equipment, Bid Contract #18/19-20, NJ approved Co-Op #65MCESCCPS, in which the City is a member of; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to Ben Shaffer Recreation, Inc. in the amount of $136,214.55; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts:

- CDBG T-17-78-850-850-011 $91,869.00
- Capital Account C-04-55-998-172-001 $44,345.55

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 and all contracts and documents associated with this project.

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 a Bandshell in the amount of $136,214.55 and a copy of this Resolution shall be provided to the City Manager, Director of Community Development Program, 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. 2021-190 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

Ben Shaffer Recreation Inc
PO Box 844
Lake Hopatcong, NJ, 07849
973-663-2021 Fax 973-663-4615
1-800-953-2021
www.benshaffer.com

BEN SHAFFER RECREATION
Park, Playground & Streetscape Solutions
Serving NJ Since 1921

Asbury Park City
Robert Bianchini
1 MUNICIPAL PLAZA
ASBURY PARK NJ 07712

PROPOSAL

As requested, we are pleased to quote the following using Bid #: ESCNJ 17/18-20; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
4/6/2021	GLIYQ2180-02	Net 30	Guy

Qty	Part #	Manufacturer	Description	List Price	Coop Price	Ext. Price
1	CC30-9M2C-P4	Icon	BX48-12TM-P4 - Bandshell Hexagon Steel (4) Column Design 2x6 Tongue and Groove Roof Deck Installer to field cut T&G Roof Angles 24 ga Pre-cut Multi-Rib Metal Roof over T&G 4:12 Roof Slope 12' Eave Height Front Columns Extended 18" Anchor Bolts & Templates Included*	$53,136.00	$50,479.20	$50,479.20
1	EPCC	Icon	Coastal Color Package Full Immersion E-Coat + 2 Coats Super Durable TGIC Color (Frame Only)	$8,280.00	$7,866.00	$7,866.00
4	CBC	Icon	Column Base Covers (required if column base is NOT recessed below finish slab)	$71.00	$67.45	$269.80
1	ENG-R	Icon	Engineering (2 calculation books, 4 drawings sets and foundation design)	$385.00	$365.75	$365.75
1	WHR	Whirl	Standard Installation of the above non-playground items to manufacturer specification Including: Cutting Existing Stage in (2) Locations for footings, (2) Footings in Planted Area, Receiving/Unloading, and Debris Removal	$75,718.80	$75,718.80	$75,718.80
					Freight*	$1,515.00

Defects to the underside of the metal panel including scratching, uneven color, discoloration, wear marks are not covered under Icons warranty.

***Icon may issue a credit for the anchor bolts if a customer specified foundation design or anchor system is substituted for Icon's standard Pier or Spread Footing. The credit will be based on Icon's Anchor Bolt cost.**

***Foundation design applies to Icon's standard Pier or Spread footing. Deviations from Icon's standard foundation design maybe be subject to additional charges. Icon may also decline to design or stamp the Foundation design, if a customer specifed Foundation design is requested.**

Project: Asbury Park - Springwood Park Bandshell ESCNJ **Total $136,214.55**

Attachment: BANDSHELL PROPOSAL (2021-190 : Resolution Awarding Contract to Ben Shaffer Recreation for the Purchase of a Bandshell)

***The above items are priced in accordance with Bid #: ESCNJ 17/18-20; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.**

Approximate delivery time is 8-10 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:
Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable.

Thanks for allowing us the opportunity to provide you with this proposal. If you have any questions, please call.

SBE Certified

Yours truly,

Gaetano 'Guy' Romano, LLA
Business Development and Bid Specialist

Attachment: BANDSHELL PROPOSAL (2021-190 : Resolution Awarding Contract to Ben Shaffer Recreation for the Purchase of a Bandshell)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-191
Resolution awarding a contract to Millennium Communications for the installation of security cameras at various locations using CDBG funds.

RESOLUTION NO. 2021-191

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR SECURITY CAMERAS

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for the installation of security cameras in designated areas of Asbury Park; and

WHEREAS, the price of this project is $25,000 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

WHEREAS, this project shall be paid for with Community Development Block Grant (CDBG) funds; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Trust Accounts T-17-78-850-850-009 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is set forth in the resolution; 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 authorize the award of a contract to Millennium Communications in the amount of $25,000 for installation of security cameras.

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. 2021-191 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

One Point of Contact.
Endless Possibilities.

MILLENNIUM
COMMUNICATIONS GROUP INC.

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

February 4th, 2021

P.O. Kirby Vargas Jr.
Asbury Park Police Department
(Technical Services Unit)
One Municipal Plaza
Asbury Park, NJ 07712
Attn: P.O. Kirby Vargas Jr.

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide Engineering & Design Services as well as all labor and materials required to complete the following. All work will be performed under the NJ State Contracts #T2989 & #88740

EtherWAN Switch Upgrades (Middle School & Cookman & Kingsley)

- Furnish & Install (2) Etherwan EX78900 Series Hardened Managed 12 to 16 port Gigabit Switch (8 PoE), PoE power budget up to 60W/port (Ultra PoE), total 240W
- Switch Configuration

Springwood and Ridge PTZ Replacement PTZ Camera

- Furnish & Install (1) AXIS Q6125-LE 60HZ Top of the line PTZ with IR, HDTV 1080 and 30x optical zoom, H264/265 with Zipstream and Motion JPEG. IP66 for both indoor and outdoor use, WDR . Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper analytics. With its compact size and repaintable surface, it will easily blend into the surroundings. Midspan with fiber slot and RJ45 input included.
- Set up and Configure (1) new cameras on the existing Genetec system

Springwood and Dewitt 02 Replacement PTZ Camera

- Furnish & Install (1) AXIS Q6125-LE 60HZ Top of the line PTZ with IR, HDTV 1080 and 30x optical zoom, H264/265 with Zipstream and Motion JPEG. IP66 for both indoor and outdoor use, WDR . Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper analytics. With its compact size and repaintable surface, it will easily blend into the surroundings. Midspan with fiber slot and RJ45 input included.
- Set up and Configure (1) new cameras on the existing Genetec system

Washington & Ridge Replacement PTZ Camera

- Furnish & Install (1) AXIS Q6125-LE 60HZ Top of the line PTZ with IR, HDTV 1080 and 30x optical zoom, H264/265 with Zipstream and Motion JPEG. IP66 for both indoor and outdoor use, WDR . Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper analytics. With its compact size and repaintable surface, it will easily blend into the surroundings. Midspan with fiber slot and RJ45 input included.
- Set up and Configure (1) new cameras on the existing Genetec system

One Point of Contact.
Endless Possibilities.

MILLENNIUM
COMMUNICATIONS GROUP INC.

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

Asbury & Main Replacement PTZ Camera

- Furnish & Install (1) AXIS Q6125-LE 60HZ Top of the line PTZ with IR, HDTV 1080 and 30x optical zoom, H264/265 with Zipstream and Motion JPEG. IP66 for both indoor and outdoor use, WDR . Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper analytics. With its compact size and repaintable surface, it will easily blend into the surroundings. Midspan with fiber slot and RJ45 input included.
- Set up and Configure (1) new cameras on the existing Genetec system

Boston Way (2) Fixed Cameras

- Furnish & Install (2) P1447-LE Compact outdoor, 5MP resolution, day/night, fixed bullet camera providing Forensic WDR and Lightfinder for demanding light conditions. IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens with remote 3x optical zoom and focus. Multiple, individually configurable H.264 and Motion JPEG streams; max 5MP at 25/30 fps in 16:9 format. Axis Zipstream technology for reduced bandwidth and storage needs. Video motion detection, active tampering alarm, shock detection and corridor format. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. OptimizedIR, a power-efficient IR LED technology covering 30 meters (98 feet). Integrated bracket for easy mounting on wall and ceiling. NEMA 4X, IP66/67 and IK10-rated for operation in -40°C to +60°C(-40 °F to 140 °F). Powered by IEEE 802.3af Type 1 Class 3 midspan (PoE). Midspan not included.
- Set up and Configure (2) new cameras on the existing Genetec system

Project Total: $25,000.00

Sincerely,
Keith P. Burkhard
Manager, Security & Surveillance

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111
Affirmative Action, Equal Opportunity Employer

One Point of Contact.
Endless Possibilities.

MILLENNIUM
COMMUNICATIONS GROUP INC.

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event
Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)
Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.
All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.
Permits, fees, Environmental evaluation and inspections are the responsibility of others.
Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.
Cancelled orders will incur a 30% restocking charge.
Equipment identified as custom order is not returnable and must be paid for in full
Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.
Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.
Changes to this contract shall not affect above payment schedule.
All work will be performed by IBEW Teledata technicians during normal business hours. No allowance has been made for restricted work hours.
MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work. ANY additional work will be done by executing a CHANGE ORDER.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.

Attachment: 1-Asbury Park Replacement PTZ's Etherwan Switches Fixed Camera Proposal 2.4.2021KB (2021-191 : Awarding of a Contract to

One Point of Contact.
Endless Possibilities.

MILLENNIUM
COMMUNICATIONS GROUP INC.

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Please include a copy of you ST-4 Tax Form

Signature	Print Name	Title	Date

Please fax to (973) 503- 0111.

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111

Affirmative Action, Equal Opportunity Employer

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-192
Resolution awarding a contract to Millennium Communications Group for fiber extension at the 7th Ave Beach Badge Hut so credit cards machines can get used for the summer season.

RESOLUTION NO. 2021-192

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR FIBER EXTENSION

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for fiber extension at the 7th Avenue Beach Badge Hut; and

WHEREAS, price of the project is $7,170.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of NJ State Contract #T2989/#88740; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in account # 1-05-55-502-000-201 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of $7,170.00for fiber extension at the 7th Avenue Beach Badge Hut.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Manager, Director of Information Technology 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. 2021-192 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 14th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

MILLENNIUM
COMMUNICATIONS GROUP INC.

One Point of Contact.
Endless Possibilities.

Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #75580
NJ State Contract/#T2989/#88740
Communications Wiring Services
Hunterdon County HCESC TEC #06
Passaic County Co-Op #38PCCP
SPIN#143007785

April 8, 2021

Joe Dellaragione
Network Administrator
One Municipal Plaza
City of Asbury Park, NJ 07712

RE: Asbury Park – Beach Badge Hut 7th Ave.

Dear Joe,

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal for the Asbury Park fiber extension link to the Beach Hut.

Millennium Communications Group will furnish and Install the following:

Remove Boardwalk decking at Camera Locations #1,2 & 3 for access to junction boxes
Rod & rope from Camera Location #1 enclosure to Junction Box #3.
Furnish and Install Male adapter @ JB #3
Furnish and Install 170' of 1" Flex Conduit from JB #3 to Beach Hut NW corner
Furnish and Install PVC conduit on Beach Hut
Furnish and Install approx.. 900" +/- Micro FOC 6 Ct. SM from Enclosure #1 to Proposed Termination Panel in Hut
Furnish and Install fiber termination panel in hut
Furnish and Install 4 SM SC Ultra Polished connectors at enclosure and Hut
Test and Document
Coordinate with AP IT to verify link to Police MDF

Total Project Lump Sum (Labor & Material) $ 7,170.00

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111
Affirmative Action, Equal Opportunity Employer
millenniuminc.com

Attachment: MILLENNIUM COMMUNICATIONS BEACH BADGE HUT QUOTE (2021-192 : Awarding of a contract to Millennium Communications

MILLENNIUM
COMMUNICATIONS GROUP INC.

One Point of Contact.
Endless Possibilities.

Exclusions:
No Permit Fees

Thank you for the opportunity to provide pricing for this work. Please review the above and call or email with any questions or concerns you may have. If you would like to proceed with this work, please provide the appropriate purchase order, contract or notice to proceed.

Sincerely

Bob Ritchie
President

Standard Terms & Conditions

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All conduits, ducts, ceiling space, and pathways to be free and clear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 90 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event
Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of
1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorney's fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance
The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature Print Name Title Date
Please fax to (973) 503- 0111.

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111
Affirmative Action, Equal Opportunity Employer
millenniuminc.com

Attachment: MILLENNIUM COMMUNICATIONS BEACH BADGE HUT QUOTE (2021-192 : Awarding of a contract to Millennium Communications

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-193
Subsequent Redeveloper Agreement for K. Hovanian project Baltic and Aegean in the Waterfront Redevelopment Area. Two buildings of three stories consisting of 17 condominium flats and 27 condominium flats along Second and Third Avenues and Bergh Street

RESOLUTION NO. 2021-193

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT DEVELOPER AGREEMENT WITH K. HOVNANIAN HOLDINGS NJ, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT AS BLOCK 4003, LOTS 1,2, AND 16 (THE "BALTIC PROPERTY") AND BLOCK 4003, LOTS 12,13, AND 14 (THE "AEGEAN PROPERTY")

WHEREAS, the *New Jersey Local Redevelopment and Housing Law*, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Act**") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "**Redevelopment Plan**", a copy of which is on file with the City Clerk) with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "**Redevelopment Area**"); and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A.* 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the "**Master Developer**") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the "**Redeveloper Agreement**", a copy of which is on file with the City Clerk); and

WHEREAS, the City Council on June 14, 2018 amended the Waterfront Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or

more and permit an Entity other than the Master Developer to enter into a subsequent redeveloper's agreement with the City; and

WHEREAS, the City, the Master Developer, and K. Hovnanian Holdings NJ, LLC, with offices at-110 Fieldcrest Avenue (Fifth Floor), Edison, New Jersey 08837, (the "**Entity"**) desire to enter into the proposed Subsequent Developer Agreement attached as Exhibit 1 to set forth the obligations of both the City and the Entity with respect to the Project; and

WHEREAS**,** the Entity has submitted to the Master Developer and the City a subsequent developer application (the "**Application**"), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to subdivide the Property and to develop two 3 story buildings, the Baltic and the Aegean, containing a total of 44 condominium flats for sale- (the "**Units**", of which 17 Units shall be in the Baltic and 27 Units in the Aegean), interior parking with 67 spaces, with an additional 2 exterior parking spaces, a rooftop deck, and general storage for residents' bicycles and recreational equipment in accordance with the project description and architectural plans attached as Exhibit 'A' to the proposed Subsequent Developer Agreement ("Project Description") and the approval by the City's Planning Board to be obtained (the "**Project**") on property identified as Block 4003, Lots 1,2, and 16 (the "Baltic Property") and Block 4003, Lots 12,13, and 14 (the "Aegean Property") on the tax maps of the City and located in the Redevelopment Area (the "**Project Site**") and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, the Entity has expressed its intention to subsequently transfer the development of the two building described in the Project Description (the Baltic Property and the Aegean Property) to separate corporations entities, subject to the receipt of subdivision approval to appropriately divide the lot to allow for the separate ownership of each of the buildings by the respective corporations i.e. 17 units in the Baltic to be developed by K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and 27 Units in the Aegean to be developed by K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC, which transfer of ownership is permitted by Article 5 of the proposed Subsequent Developer Agreement; and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City's Governing Body acting as a redevelopment entity pursuant to *N.J.S.A.* 40A:12A-4 must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS, the governing body desires to designate K Hovnanian Holdings NJ, LLC as developer and enter into the Subsequent Developer Agreement attached as Exhibit 1 with the Entity for the development of two 3 story buildings, as set forth in more detail in the Project Description attached thereto ; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park, The City of Asbury Park designates K Hovnanian Holdings NJ, LLC as a subsequent developer and shall enter into a Subsequent Redeveloper Agreement with K Hovnanian Holdings NJ, LLC (Exhibit 1 for the development of the property located Block 4003, Lots 1,2, and 16 and Block 4003, Lots 12,13, and 14 as shown on the tax maps of the City of Asbury Park. for the development of two 3 story buildings, the Baltic and the Aegean,

containing a total of 44 condominium flats for sale- (the "**Units**"), as set forth in more detail in the Project Description attached to Exhibit 1.

Section 1. **Recitals**. The recitals are fully incorporated herein.

Section 2. **Approval of the Agreement.** The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit B is hereby approved.

Section 3. **Execution of the Agreement.** The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Agreement in the form attached hereto as Exhibit 1 and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

Section 4. **Attestation and Sealing of the Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

Section 5. **Implementation of the Agreement**. Upon the execution and attestation and placing of the seal on the Agreement as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Agreement.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of Subsequent Developer's full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Subsequent Developer Agreement, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-193 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,

ASBURY PARTNERS, LLC, AS MASTER DEVELOPER

AND

K. HOVNANIAN HOLDINGS NJ, LLC, AS SUBSEQUENT DEVELOPER

Dated:_____ __, 2021

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ 2021 by and between

THE MAYOR AND CITY COUNCIL (together, the "Governing Body") OF THE CITY OF ASBURY PARK (the "**City**"), in its capacity as a "redevelopment entity" pursuant to *N.J.S.A.* 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the "**Master Developer**"), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

K. HOVNANIAN HOLDINGS NJ, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF NEW JERSEY with principal offices located at 110 Fieldcrest Avenue (Fifth Floor), Edison, New Jersey 08837 (including, where applicable, its relevant urban renewal entity affiliate or affiliates formed pursuant to the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 et seq., collectively, the "**Entity**") (each, a "Party" and collectively, the "**Parties"**).

WITNESSETH

WHEREAS, the *New Jersey Local Redevelopment and Housing Law*, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Act**") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "**Redevelopment Plan**", a copy of which is on file with the City Clerk) with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "**Redevelopment Area**"); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a "block-by-block" basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A.* 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects

pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a "block-by-block" basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement" (the "First Amendment" and the "Amended and Restated Redeveloper and Land Disposition Agreement" together with any subsequent amendment shall be referred to as the "**Redeveloper Agreement**", a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, "any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan" may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the "**Application**"), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop two 3 story buildings, the Baltic and the Aegean, containing a total of 44 condominium flats for sale- (the "**Units**", of which 17 Units shall be in the), interior parking with 67 spaces, with an additional 2 exterior parking spaces, a rooftop deck, and general storage for residents' bicycles and recreational equipment in accordance with the project description and architectural plans attached as Exhibit 'A' ("Project Description") and the approval by the City's Planning Board to be obtained (the "**Project**") on property identified as Block 4003, Lots 1,2, and 16 (the "Baltic Property") and Block 4003, Lots 12,13, and 14 (the "Aegean Property") on the tax maps of the City and located in the Redevelopment Area (the "**Project Site**") and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

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WHEREAS, the Entity has expressed its intention to subsequently transfer the development of the two building described in the Project Description (the Baltic Property and the Aegean Property) to separate corporations entities, subject to the receipt of subdivision approval to appropriately divide the lot to allow for the separate ownership of each of the buildings by the respective corporations i.e.t 17 units in the Baltic to be developed by Bd by K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and 27 Units in the Aegean to be developed by K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project; and

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1
DEFINITIONS

1.03 Definitions. As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, conditioned or unduly delayed," except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

"Act" shall be defined as set forth in the preamble.

"Actual Pledged Special Assessments" shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

"Aegean" or " Aegean Property" shall be defined as set forth in the preamble.

"Applicable Laws" shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

"Application" shall be defined as set forth in the preamble.

"Applications for Governmental Approvals" shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of

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obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

"Baltic" or "Baltic Property" shall be defined as set forth in the preamble.

"Building Permit" shall mean a building permit issued by or on behalf of the City.

"Certificate of Completion" shall mean the Certificate of Completion as set forth in Section 4.06.

"Certificate of Occupancy" shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

"City" shall be defined as set forth in the preamble.

"Commencement of Construction" and "Commence Construction" shall mean any activity associated with construction of the Project on the Project Site but shall not include any activities associated with the environmental remediation of the Project Site.

"Completion of Construction" and "Complete Construction" shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items subject to the discretion and demand of purchasers of individual Units within the Project.

"**Construction Labor Force**" shall mean the total number of individuals hired to work on the construction of the Project by the general contractor engaged by the Entity or by any subcontractors thereof, during the construction of the Project. A person shall be considered hired if that person has accepted a written offer of employment from the general contractor or from any subcontractor or if such person receives an Apprenticeship, Internship, or Scholarship.

"Declaration of Covenants and Restrictions" shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

"**Deficiency Amount**" shall be as set forth in Section 3.03(r) of this Subsequent Developer Agreement.

"Effective Date" shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

"Entity" shall be defined as set forth in the preamble and shall expressly include any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

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"Event of Default" shall be as set forth in Article 6 of this Subsequent Developer Agreement.

"Event of Force Majeure" shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party's reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

"Final Site Plan" shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City's Planning Board in accordance with the Land Use Law.

"**Financial Agreement**" shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 et seq.

"Governing Body" shall be defined as set forth in the preamble.

"Governmental Approvals" shall mean all government permits (including Building Permits), licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

"**Indenture**" shall mean the indenture of trust (supplemental or otherwise) providing for the issuance of the RABs.

"Infrastructure Ordinance" shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

"Institution" shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee's welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than $100,000,000 or assets of at least $1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. funded in whole or in part by iStar Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

"Land Use Law" shall mean *N.J.S.A.* 40:55D-1 *et seq*.

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"**Local Labor**" shall mean entry-level and journey level (or above) workers residing in the City of Asbury Park in the appropriate building trades.

"**Master Developer"** shall be defined as set forth in the preamble.

"Mortgage" shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

"Original Infrastructure Ordinance" shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

"**Outside Approvals Date**" shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

"Parties" shall be defined as set forth in the preamble.

"Permitted Mortgagee" shall mean an Institution which holds a Mortgage on the Project Site.

"Planning Board" shall mean the planning board of the City established pursuant to *N.J.S.A.* 40:55D-23.

"Plans" shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. "Plans" shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

"**Pledged Special Assessment**" shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

"Project" shall be defined as set forth in Exhibit A

"Project Date" shall be defined as set forth in the preamble.

"Project Documents" shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

"Projected Pledged Special Assessments" shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

"RAB Law" shall be defined as the Redevelopment Area Bond Financing Law, *N.J.S.A.* 40A:12A-64 *et seq.*

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"RABs" shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

"Redeveloper Agreement" shall be defined as set forth in the preamble.

"Redevelopment Area" shall be defined as set forth in the preamble.

"Redevelopment Entity" shall mean the City's Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

"Redevelopment Plan" shall be defined as set forth in the preamble.

"Sewer Connection Fee" shall be defined as a payment to the City to connect to the municipal sewer for each equivalent dwelling unit at the time that a construction permit is requested, in an amount as established by the City's Rate Schedule in effect at the time that service is requested.

"Special Assessment Agreement" shall be defined as set forth in Section 4.09 of this Subsequent Developer Agreement.

"State" shall mean the State of New Jersey.

"Subsequent Developer" shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

"Subsequent Developer Agreement" shall mean this agreement by and between the City and the Entity.

"Surplus Pledged Special Assessments" shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

"Transfers" shall be as set forth in Section 5.03 of this Subsequent Developer Agreement.

"Units" shall be defined as set forth in the preamble.

"Workforce Information Session" shall be as set forth in Section 3.02(l)i of this Subsequent Developer Agreement.

ARTICLE 1A
DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant

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to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 <u>Representations and Warranties of the Master Developer</u>

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

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(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETSCAPE, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the **"Infrastructure Ordinance"**); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity. The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is

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likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3
COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals. The City further covenants and agrees to cooperate with Entity with respect to construction inspections and permitting during the construction of the Project and to help facilitate the scheduling of on-site inspections during the construction of the Project.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

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(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan , the Project Description and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless done in accordance with Section 5.03 of this Agreement, or unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60)

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consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents During Construction**. In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section l) to meet the following local workforce requirements (collectively "Local **Workforce Requirements**"):

i. Hire 15% of its Construction Labor Force from Local Labor;

ii. Establish Three (3) paid internships in the fields of property management, real estate development, or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project ("**Internships**");

iii. Establish Two (2) apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the construction field ("**Apprenticeships**"**).** Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.

iv. Establish Four (4) scholarships in the amount of $2,500 each, to be used in the discretion of the recipient for vocational or academic education ("**Scholarships**"). Only those who have successfully completed the Internships or Apprenticeships identified above shall be eligible for the scholarship.

Good Faith Efforts to meet the Workforce Requirements shall include the following actions identified in (i) through (iii):

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i. At least thirty (30) days prior to the Commencement of Construction of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Construction.

ii. Entity shall hold a Workforce Information Session (the "**Workforce Information Session**") for City residents at either a location within the City of Asbury Park The Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of jobs available, approximate number of jobs available, and approximate hourly pay rate. The advertisement shall also indicate the availability of Apprenticeships, Internships, and Scholarships, unless the Entity decides to hold a second Workforce Information Session, upon ten (10) days advertised notice, for those positions. At least ten (10) days prior to holding the Workforce Information Session, the Entity shall notify the City Manager and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, Monmouth County Workforce Investment Board (WIB), and the Career Center at Brookdale Community College of the need to attract Local Labor , and provide a copy of the advertisement. The Entity shall request that the schools display the advertisement and solicit resumes from interested students.

iii. The Entity shall provide to the City Manager, within thirty (30) days after the Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a list of resumes and/or inquiries received from local residents. At the time that the Entity requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager in accordance with Section 4.05.

Compliance

i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of $5,000 for each position (including Apprentices and Interns) it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.

ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in items (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no

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payment shall be due, and the Entity shall be deemed to have complied with this Section 3.03 for the purposes of the issuance of a Certificate of Completion.

iii. If Entity is unable to find qualified applicants to meet the scholarship requirements set forth above, the Entity shall pay to the City an amount equal to the unfilled scholarships, which monies shall be deposited to the City's Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.

ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.

iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 11.10 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.04(q), including, without limitation, the requirement to provide information reasonably required in connection with

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any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

3.04 Effect of Covenants. (a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03(a) and 3.03(b) shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(a) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any

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such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

3.07 Termination of Declaration. The Declaration of Covenants and Restrictions may be terminated if the Subsequent Developer Agreement is terminated by mutual agreement of the parties or by default. If terminated, the Parties shall prepare a release of the Declaration for execution.

ARTICLE 4
PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description annexed hereto as Exhibit A, and the Project Schedule annexed hereto as Exhibit 'B' and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within 60 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals, including Building Permits for Phase I of the Project (but excluding Building Permits for Phase II of the Project) within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no

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event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) Commencement of Construction for the Project. The Project, which consists of two (2) separate three (3)-story condominium flat buildings over a parking garage level containing a total of 44 Units, as described in the Project Description annexed hereto as Exhibit A , shall be constructed in two (2) phases, described as follows:

(1) Phase I One (1) three-story residential condominium flat building (i.e. the Baltic) over a parking garage level containing seventeen (17) Units,

(2) Phase II One (1) three-story residential condominium flat building (i.e. the Aegean) over a parking garage level containing twenty-seven (27) Units.

(b) No later than 180 days after all Governmental Approvals authorizing Commencement of Construction have been obtained for Phase I of the Project, the Entity responsible for the Baltic shall Commence Construction with respect to Phase I of the Project; and otherwise comply with the provisions of Project Schedule, Exhibit B,provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(c) Completion of Construction of Phase I of the Project. Not later than eighteen (18) months after receipt of Building Permits for Phase I and all other required Governmental Approvals authorizing the Commencement of Construction of Phase I and otherwise comply with the provisions of Project Schedule, Exhibit B, the Entity responsible for the Baltic shall Complete Construction with respect to Phase I of the Project.

(d) Commencement of Construction for Phase II of the Project. Prior to the completion of Phase I, the Entity responsible for the Aegean shall apply for and receive Building Permits for the commencement of construction of Phase II of the Project and otherwise comply with the Project Schedule, Exhibit B.

(e) Completion of Construction for the Project. Not later than twenty four (24) months after receipt of Building Permits for Phase I of the Project, and otherwise comply with the provisions of Project Schedule, Exhibit B, , the Entity shall Complete Construction with respect to Phase II of the Project, as well as any other components of the Project.

(f) It is understood and agreed that Entity is not completing the final improvements in the public right-of-ways adjoining Phase I and Phase II, as set forth in the Component Infrastructure Report, as that remains the responsibility of the Master Developer pursuant to the Redeveloper Agreement. However, Entity will be completing temporary improvements within the

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public right-of-ways that will be removed and replaced by Master Developer in the future. A chart summarizing various improvements is annexed hereto as Exhibit "C".

4.05 Progress Reports. (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and mentorships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project

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in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

4.09 Off-Site Obligations. The Entity shall be responsible for certain off-site obligations as follows:

(a) Sewer charges in the amount of $3,220 per unit in accordance with the Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein , which payment does not exempt the entity from paying a Municipal Sewer Connection Fee; and

(b) In addition, the Entity shall pay a Municipal Sewer Connection Fee as calculated by the City Engineer to be paid to the City before construction permits are issued; and

(c) Payment to the City of $2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

(d) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance**,** the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

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(i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to *N.J.S.A.* 40A:12A-66 of the RAB Law, as authorized by the Infrastructure Ordinance (the "**Special Assessment Agreement**").

(ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.

(iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit 2.

(iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expiration of the construction interest period on the RABs. As set forth in Section 6.01(d)(iii), the actual construction interest period (not to exceed two (2) years after issuance of the RABs) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(d)(iv) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

(v) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5
PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then

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owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term "owners" is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, and with the understanding that the Entity may seek to transfer one or both of the separate components that comprise the Project, i.e the Baltic and the Aegean, to related entities, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) each of the transferees shall be jointly and severably liable for the obligations of the other under this Agreement .; (ii) the assignee(s) of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity's obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals, and (vi) prior to transfer of any portion of the Project Site, the Entity must have received approval from the Planning Board of a subdivision creating separate lots for the Baltic and Aegean .

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the "**Transfers**") of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein,

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without the prior written approval of the City, and subject to the conditions set forth in Section 5.02, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity. In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this Subsequent Developer Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6
DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and every

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of the following conditions subsequent are not completed on or before the Outside Approvals Date:

(a) Entity has obtained all Governmental Approvals;

(b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;

(c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and

(d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.* ("**RABs**").

(i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the "**Pledged Special Assessment**"); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.

(ii) Under the terms of the Indenture, the City has the obligation to issue the RABs upon, among other things, the receipt of all Governmental Approvals required to authorize the Commencement of Construction. The Master Developer intends to request that the City issue the RABs on or about the date of receipt of the last Governmental Approval required for the Commencement of Construction of Phase I of the Project.

(iii) The RABs shall have a reasonable construction interest period, not to exceed two (2) years from the date of issuance of the RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer's good faith estimate of the construction period for the Project. Nothing in this Section 6.01(d)(iii) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

(iv) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by the Parties.

(v) The Indenture shall provide, at a minimum, that the RABs shall be non-callable, and that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the "Actual Pledged Special Assessments") is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the "Projected Pledged Special

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Assessments," and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the "Surplus Pledged Special Assessments"), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iii) above and this clause (iv), to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults. Any one or more of the following shall constitute an Event of Default by the Entity:

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such

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order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity. (a) Whenever any Event of Default by the Entity shall have occurred and be continuing beyond the applicable cure period, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, (ii) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity, or (iii) adversely affect the security or payment of debt service on the RABs, if previously issued at the time of such termination. The Entity's retention of rights set forth in clause (i) above shall not in any way modify the timing or otherwise adversely affect the security or payment of debt service on the RABs, if previously issued; this includes, without limitation, the expiration of capitalized interest on the RABs.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided, however that the limitations of liability and

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continuing and unaffected obligations regarding the payment of debt service on the RABs set forth in 6.04(a) above shall still apply.

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and not withstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(d) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.05 Restoration of Status. In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.06 Failure or Delay by Any Party. Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.07 Remedies Cumulative. No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7
COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the

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Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8
MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or

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covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

8.04 Mortgagee's Right to Cure Default**.** After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Subsequent Developer Agreement.

ARTICLE 9

INTENTIONALLY OMITTED

ARTICLE 10

INTENTIONALLY OMITTED

ARTICLE 11
MISCELLANEOUS

11.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and

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the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City of the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

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

11.03 Non-Liability of Officials and Employees. No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

11.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

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11.05 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

11.06 Recitals. The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

11.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

11.08 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

11.09 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

11.10 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

11.11 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11.12 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

11.13 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery.

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The terms of this Section 11.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

11.14 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent.

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IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____
Melody Hartsgrove
City Clerk

By: _____
John Moor
Mayor
Date: _____

Witness:

K HOVNANIAN HOLDINGS NJ, LLC

By:_____

By:_____
Michael Weisslitz
Title: Division President
Date: _____

Witness:

ASBURY PARTNERS, LLC

By:_____

By: _____
Brian Cheripka
Senior Vice President
Date: _____

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EXHIBIT A

Project Description and Architectural Renderings

K. HOVNANIAN HOLDINGS NJ, L.L.C.
Block 4003, Lots 1, 2, and 16 (The Baltic - 17 Units)
Block 4003, Lots 12, 13, and 14 (The Aegean - 27 Units)
City of Asbury Park, Monmouth County, New Jersey

Narrative Description of Project

Overview

K. Hovnanian Holdings NJ, L.L.C. proposes the development of 44 condominiums to be known as The Baltic at Asbury Park ("Baltic") and The Aegean at Asbury Park ("Aegean") and to be located within two buildings consisting of 17 condominium flats and 27 condominium flats, respectively. Each building will be comprised of 3-stories over garage parking, which will be partially below grade.

Amenities are anticipated to include a rooftop deck feature with a mezzanine floor for access to same, a community room within the Baltic, and general storage in both buildings for the residents for bicycles and other recreational equipment.

The Baltic and the Aegean are located on adjacent tracts of land comprising a total of approximately .8 acres and are located at the intersections of Second Avenue, Bergh Street, and Third Avenue within the City's Waterfront Redevelopment Area. The lots and blocks upon which the community is to be constructed include: Block 4003, Lots 1, 2, and 16 (Baltic - 17 Units) and Block 4003, Lots 12, 13, and 14 (Aegean - 27 Units). Upon ultimate approval by the City's Planning Board and following lot consolidation, it is anticipated that there will be two lots – one for the Baltic and one for the Aegean.

Overall, there are 69 parking spaces (including 4 handicapped spaces), which exceeds the 1.5 spaces per Unit requirement under the Waterfront Redevelopment Plan.

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Architectural Design

The Baltic and the Aegean advance the design principles set forth in Section 2.2 (Redevelopment Objectives) of the Asbury Park Waterfront Redevelopment Plan by developing new residential buildings that extend Asbury Park's Oceanside character in a contemporary manner. With its strong geometric lines, open floorplans, rooftop deck features, and large vertical windows, the elevations present an impactful, but clean and modern appearance that is characteristic of newer coastal architecture. The rooftop deck features and balconies will offer residents the ability to enjoy an active indoor/outdoor lifestyle suitable for a dynamic City like Asbury Park, with its unique blend of urban and shore characteristics and to take full advantage of the water views and breezes afforded by the community's proximity to the Atlantic. The layout of each building focuses on the existing City right-of-ways and will blend seamlessly with the future improvements implemented by the City's Master Developer (including new sidewalks and street trees) and walkability will be enhanced for the community residents.

The chosen façade materials of cementitious materials, as well as the softer color combinations, achieve the City's redevelopment goals of creating high-quality, contemporary and modern urban architectural aesthetics that will be pleasing for the City's residents and visitors. These cladding materials, which align with the intent of the Waterfront Redevelopment Plan's Building Elements, will be uniform between the Baltic and the Aegean to present a consistent aesthetic. While the exterior cladding will be understated, the buildings' presence is established by their strong geometric shapes and complimentary modern designs, projecting balconies and juxtaposing of cladding materials which add depth to the buildings' facades.

Building Program

The Baltic and Aegean Asbury Park will consist of 44 condominium flats constructed in two (2) independent buildings (17 Units in the Baltic and 27 Units in the Aegean). The open floor plan Units will range from approximately 750 sq. ft. to 1362 sq. ft. To provide a private living space retreat, several of the Units will have dens available, and all Units will have at least one walk-in closet and luxury baths. There will be a large range of Unit configurations available to future residents, including: one bedroom; one bedroom with a den; 2 bedrooms with a den; and three bedrooms. The intention is to standardize the interior finishes. Each building will have its own roof-top amenity for the residents in each building to socialize and enjoy the coastal environment.

Economic Impact

The proposed Baltic at Asbury Park and Aegean at Asbury Park represents a potential $27 Million investment in the future of Asbury Park and will contribute greatly to the renewal of the City and the thriving Waterfront Redevelopment Area.

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Zoning & Waterfront Redevelopment Plan Compliance

The Baltic at Asbury Park and the Aegean at Asbury Park are located on .34 acres and .457 acres, respectively. The proposed condominium communities will be consistent with the requirements of the Waterfront Redevelopment Plan. While the intention is to proceed with the communities contemporaneously with significant overlap in development, the properties upon which the Baltic and the Aegean are located exceed the minimum tract area and frontage requirements such that they can be approved and constructed independently. Any deviations or waivers from the Waterfront Redevelopment Plan will be outlined before the Planning Board. Only such waivers or deviations permitted by the Waterfront Redevelopment Plan may be granted by the Planning Board.

The maximum height of the condominium buildings is 3-stories under the Waterfront Redevelopment Plan which is consistent with Page 71 of that plan. The parking levels below each building will, on average, have not more than half their height above grade, and therefore, shall not be considered a story.

The 17-Unit Baltic shall have a total of 27 parking spaces (inclusive of 2 handicapped parking spaces) and shall exceed the 26 parking spaces required (based upon 1.5 spaces per dwelling unit. To ensure that each Unit has independent access to parking spaces, two additional exterior parking spaces are proposed for the Baltic, and all other parking spaces shall be interior to the garage elevation. The 27-Unit Aegean shall have a total of 42 parking spaces (inclusive of 2 handicapped parking spaces) and shall exceed the 41 parking spaces required (based upon 1.5 spaces per dwelling unit). All parking spaces for the Aegean shall be interior to the garage elevation.

EXHIBIT B

Project Schedule

PROJECT SCHEDULE

This Project Schedule is illustrative and is consistent with the timeframes sets forth in the Subsequent Developer Agreement. Timeframes associated with the approval / construction process include the following:

Submission to Asbury Park Planning Board:	Within 60 days of full execution of the Subsequent Developer Agreement by all parties.
Anticipated Public Hearing before the Asbury Park Planning Board:	Special meeting to be requested within 5 business days of submission of Planning Board Application.
Anticipated Planning Board Adjudication of the matter:	Within 60 days of Planning Board Application being deemed complete.
Anticipated Planning Board adoption of Resolution and expiration of any applicable appeal period:	45 days after proposed Notice of Approval being published.
Commencement of construction:	Within 6 months of Planning Board approval and full execution of Financial / Special Assessment Agreements.
Project completion date:	Per the Subsequent Developer Agreement, the outside project completion date for both phases is no later than twenty (24) months after commencement of the first phase of construction.

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EXHIBIT C
INFRASTRUCTURE IMPROVEMENT RESPONSIBILITY

This chart is intended to summarize the various temporary and permanent improvements to be installed at and around the Property. The Master Developer is responsible for installing infrastructure set forth in the Infrastructure Component Report pursuant to the Redeveloper Agreement. To the extent there is a discrepancy between this Subsequent Developer Agreement and the Infrastructure Component Report and the Redeveloper Agreement, the Infrastructure Component Report and the Redeveloper Agreement shall control.

Temporary Improvements to be Installed within Public Right-of-Way by Entity and to be Replaced by Master Developer	**Permanent Improvements to be Installed within Public Right-of-Way by Entity and not to be replaced by Master Developer**	**Permanent Improvements to be Installed within Public Right-of-Way by Master Developer Following Completion of Construction Activities by Entity**
New Sidewalks – Replacement of Existing Sidewalks in Same Location as Existing Sidewalks within Public Right-of-Way. These Sidewalks will be Temporary Until Replaced by Master Developer.	Sanitary Sewer Pipe – Connection to Existing Sanitary Sewer Infrastructure (which is to be replaced by Master Developer)	Sanitary Sewer Pipe - Remove and Replace Existing Sanitary Sewer Pipe in Public Right-of-Way and Reconnect Phase I & Phase II to New Sanitary Sewer Pipe
Curb Repairs or Partial Replacement to Existing Curb Damaged During Construction. These Curbs will be Temporary Until Replaced by Master Developer.	Potable Water Pipe – Connection to Existing Potable Water Infrastructure (which is to be replaced by New Jersey American Water)	New Jersey American Water to Assess Potable Water Pipe – Remove and Replace Existing Potable Water Pipe in Public Right-of-Way and Reconnect Phase I & Phase II to New Potable Water Pipe

Temporary Restoration of Landscape Strip Between Existing Curb Sidewalk within Public Right-of-Way	Construct Underground Electrical Service Connections and Telecommunications to Temporary Riser Pole	Removal of Existing Curbing, Pavement, and Temporary Sidewalks Constructed by Entity and Construction of New Sidewalks and Pavers in New Location in Public Right-of-Way
Temporary Stormwater Management Consisting of Installation of Open Bottom Infiltration Inlets Located at the Future Curb Line Along Second Avenue and Third Avenues with Associated Transition to Existing Pavement and Curbline		Permanent Landscaping – Install Street Trees and Interface Deminimis Landscaping with Existing Landscaping on Phase I and Phase II Installed by Entity
Pavement Repairs associated with construction for access; removal and restriping of compliant pavement striping.		Permanent Stormwater Pipe – Connect to Infiltration Inlets and Reset Castin to Match Proposed Street Elevations; Install Stormwater Pipe in Public Right-of-Way with Positive Outlet to Wesley Lake
		Construct New Electrical Underground Manhole and Duct System with

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		Connections to Pad Mount Transformers for Phase I and Phase II.
		Construct Telecommunication Manhole and Duct System with Connection to Phase I and Phase II
		Installation of Streetlights and Street Furniture (Trash Cans, Benches, and Bike Racks)
		Restripe Compliant Parking; Reset Stop Sign and Street Signs

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EXHIBIT 1

Declaration of Covenants and Restrictions

DECLARATION OF
COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration"), is made this _____ day of _____ , 2021, by K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC, having their office at ---------- (collectively, the "Entity")

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the "City") acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

W I T N E S S E T H:

WHEREAS, the *New Jersey Local Redevelopment and Housing Law*, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Act**") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan" (as amended and supplemented from time to time, the "**Redevelopment Plan**") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "**Redevelopment Area**"); and

WHEREAS, the City and Asbury Partners, LLC (the "**Master Developer**") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a "block-by-block" basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or the Entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement" (the "**First Amendment**" and the "**Amended and Restated Redeveloper and Land Disposition Agreement**" together shall be referred to as the "**Redeveloper Agreement**", a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

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WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, "any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan" may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 4003, Lots 1,2, and 16 (the "Baltic Property") and Block 4003, Lots 12,13, and 14 (the "Aegean Property") on the tax maps of the City and located in the Redevelopment Area (the "**Project Site**") and intends to redevelop the Project Site with two three story buildings, with a total of forty four (44) residential condominium units, ground level parking , and a roof-top deck (the "**Project**"); and

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the "**Subsequent Developer Agreement**") which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity's (i) use of the land on which the Project will be constructed (the "**Project Site**") (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the "**Indemnified Parties**"); and

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WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. **General.** The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. **Definitions.** Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. **The Entity's Covenants.** In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless as permitted in the Subsequent Developer Agreement or unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

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(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

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(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

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(l) **Opportunities for Local Residents during Construction**. As set forth in the Subsequent Developer Agreement, the Entity shall make a good faith effort to employ Asbury Park residents to as at least 15% of its Construction Labor Force in the construction of the Project, and shall provide scholarships, apprenticeships, and internships as set forth in Section 3.03 (l) of the Subsequent Developer Agreement.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial

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or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4003, Lots 1,2, and 16 (the "Baltic Property") and Block

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4003, Lots 12,13, and 14 (the "Aegean Property") on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A [*to provide legal description*].

Section 5. **Effect and Duration of Covenants.** The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. **Indemnity.** The Entity shall comply with the provisions set forth in Section 11.10 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

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Section 7. **Binding Effect and Enforcement.** This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

(*remainder of page is intentionally blank*)

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(*Signature page to Declaration of Covenants and Restrictions*)

K Hovnanian Holdings, NJ, LLC

By: _____

, Managing Member

STATE OF NEW JERSEY :

:ss:

COUNTY OF _____:

BE IT REMEMBERED, that on this __ day of _____, 2021 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of K Hovnanian Holdings, NJ, LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

_____
Notary Public

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EXHIBIT 2

Assumed Unit Pricing

Unit Type	Total Sales Price	Quantity	Per Unit Sales Price
G	$1,709,972	3	$569,991
F	$1,937,972	3	$645,991
E	$8,255,396	11	$750,491
	$11,903,339	**17**	**$700,196**

Sales Prices are the Base Sales Price Without Location, View, and Floor Premiums

Unit Type	Total Sales Price	Quantity	Per Unit Sales Price
A	$949,981	2	$474,991
B2	$2,051,962	4	$512,991
C	$1,624,472	3	$541,491
E	$9,005,886	12	$750,491
F	$2,108,972	3	$702,991
D	$1,709,972	3	$569,991
	$17,451,244	**27**	**$646,342**

Sales Prices are the Base Sales Price Without Location, View, and Floor Premiums

[KHOV NOTE: UNIT CONFIGURATIONS ARE NOT APPROVED BY THE PLANNING BOARD AND MAY BE ALTERED IF THE BUILDING FOOTPRINTS ARE MODIFIED IN RESPONSE TO COMMENTS RECEIVED FROM THE PLANNING BOARD.]

Attachment: SDA - Asbury PartnersLLC and K Hovainian Holdings LLV Final Version for Council (311028-3x9DC53) (2021-193 : ubsequent

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-194
Referral to the Planning Board of K. Hovnanian Project Baltic and Aegean in Waterfront Redevelopment Area

RESOLUTION NO. 2021-194

City of Asbury Park
County of Monmouth
State of New Jersey

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING CONCEPTUAL APPROVAL TO K. HOVNANIAN HOLDINGS NJ, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK 4003 LOTS 1,2 ,12, 13, 14 AND 16; AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the "**Redevelopment Plan**") which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, the City and Asbury Partners, LLC (the "**Master Developer**") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the "**Redeveloper Agreement**", a copy of which is on file with the City Clerk); and

WHEREAS, the City Council on June 14, 2018 amended the Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permits a developer other than the Master Developer to enter into a subsequent redeveloper's agreement with the city; and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City's Governing Body acting as a redevelopment entity pursuant to *N.J.S.A.* 40A:12A-4 must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS**,** the City by resolution has designated K. Hovnanian Holdings NJ, LLC, with offices at 110 Fieldcrest Avenue (Fifth Floor), Edison, New Jersey 08837,(the "**Entity"**) as a Subsequent Developer and authorized the execution of a Subsequent Developer Agreement between the City, Master Developer, and the Entity, which agreement is annexed hereto as Exhibit A; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop two 3 story buildings, the Baltic and the Aegean, containing a total of 44 condominium flats for sale (the "**Units**", of which 17 Units shall be in the), interior parking with 67 spaces, with an additional 2 exterior

parking spaces, a rooftop deck, and general storage for residents' bicycles and recreational equipment in accordance with the project description and architectural plans attached as Exhibit 'A' ("Project Description") and the approval by the City's Planning Board to be obtained (the "**Project**") on property identified as Block 4003, Lots 1,2, and 16 (the "Baltic Property") and Block 4003, Lots 12,13,and 14 (the "Aegean Property") on the tax maps of the City and located in the Redevelopment Area (the "**Project Site**); and

WHEREAS**,** the Project complies with the Redevelopment Plan except for waivers to be considered by the Planning Board for balcony size, materials, and appearance, garage door width, window openings and window lighting, door types, building articulation and frontage appearance; and

WHEREAS, the Technical Review Committee ("TRC") reviewed the proposed Project on March 14, 2020, and issued a report dated May 20, 2020 as Exhibit B; and

WHEREAS, the City Director of Planning and Redevelopment has reviewed the application and has by Memo dated May 20, 2020 and attached hereto as Exhibit C, recommended that the Mayor and Council, acting as Redevelopment Entity, grant conceptual approval of the Project, and further that recommendations of the TRC and her additional recommendations be incorporated; and

WHEREAS, the Mayor and City Council, acting as the city's Redevelopment Entity, wish to set forth their conceptual approval for the Entity's Project, and to refer the matter to the Planning Board for appropriate approvals, including, but not limited to Preliminary and Final Site Plan approvals and considerations of the recommendations of the City Director of Planning and Redevelopment and the TRC in their respective memos of May 20, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.

2. The Project is hereby granted conceptual approval and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.

3. The Mayor and Council, recommend that the Planning Board take into regard the following site recommendations of the TRC and the Director of Planning and Redevelopment:

a. The garage door color and industrial look be re-examined.
b. The concrete base of the building be texturized or another measure to mitigate its unfinished look.
c. English Ivy be switched to Boston Ivy
d. Full details of the roof deck including proposed shade structures and lighting plan including photometrics.
e. The Bergh Street view of the Aegean shall be re-examined to give it more visual

interest.

f. Utility meter screening design will be presented to the planning board.
g. Street furniture must be provided.
h. Wheel stops in the garage need to be provided.
i. Canopy and shade screens must be thought out now and provided.
j. The roof deck shall be limited to residents only. There shall be no music played on the roof deck or sound mitigation measures must be provided.

4. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-194 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

EXHIBIT A

Project Description and Architectural Renderings

K. HOVNANIAN HOLDINGS NJ, L.L.C.
Block 4003, Lots 1, 2, and 16 (The Baltic - 17 Units)
Block 4003, Lots 12, 13, and 14 (The Aegean - 27 Units)
City of Asbury Park, Monmouth County, New Jersey

Narrative Description of Project

Overview

K. Hovnanian Holdings NJ, L.L.C. proposes the development of 44 condominiums to be known as The Baltic at Asbury Park ("Baltic") and The Aegean at Asbury Park ("Aegean") and to be located within two buildings consisting of 17 condominium flats and 27 condominium flats, respectively. Each building will be comprised of 3-stories over garage parking, which will be partially below grade.

Amenities are anticipated to include a rooftop deck feature with a mezzanine floor for access to same, a community room within the Baltic, and general storage in both buildings for the residents for bicycles and other recreational equipment.

The Baltic and the Aegean are located on adjacent tracts of land comprising a total of approximately .8 acres and are located at the intersections of Second Avenue, Bergh Street, and Third Avenue within the City's Waterfront Redevelopment Area. The lots and blocks upon which the community is to be constructed include: Block 4003, Lots 1, 2, and 16 (Baltic - 17 Units) and Block 4003, Lots 12, 13, and 14 (Aegean - 27 Units). Upon ultimate approval by the City's Planning Board and following lot consolidation, it is anticipated that there will be two lots – one for the Baltic and one for the Aegean.

Overall, there are 69 parking spaces (including 4 handicapped spaces), which exceeds the 1.5 spaces per Unit requirement under the Waterfront Redevelopment Plan.

Attachment: EXHIBIT A Project description K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block

Architectural Design

The Baltic and the Aegean advance the design principles set forth in Section 2.2 (Redevelopment Objectives) of the Asbury Park Waterfront Redevelopment Plan by developing new residential buildings that extend Asbury Park's Oceanside character in a contemporary manner. With its strong geometric lines, open floorplans, rooftop deck features, and large vertical windows, the elevations present an impactful, but clean and modern appearance that is characteristic of newer coastal architecture. The rooftop deck features and balconies will offer residents the ability to enjoy an active indoor/outdoor lifestyle suitable for a dynamic City like Asbury Park, with its unique blend of urban and shore characteristics and to take full advantage of the water views and breezes afforded by the community's proximity to the Atlantic. The layout of each building focuses on the existing City right-of-ways and will blend seamlessly with the future improvements implemented by the City's Master Developer (including new sidewalks and street trees) and walkability will be enhanced for the community residents.

The chosen façade materials of cementitious materials, as well as the softer color combinations, achieve the City's redevelopment goals of creating high-quality, contemporary and modern urban architectural aesthetics that will be pleasing for the City's residents and visitors. These cladding materials, which align with the intent of the Waterfront Redevelopment Plan's Building Elements, will be uniform between the Baltic and the Aegean to present a consistent aesthetic. While the exterior cladding will be understated, the buildings' presence is established by their strong geometric shapes and complimentary modern designs, projecting balconies and juxtaposing of cladding materials which add depth to the buildings' facades.

Building Program

The Baltic and Aegean Asbury Park will consist of 44 condominium flats constructed in two (2) independent buildings (17 Units in the Baltic and 27 Units in the Aegean). The open floor plan Units will range from approximately 750 sq. ft. to 1362 sq. ft. To provide a private living space retreat, several of the Units will have dens available, and all Units will have at least one walk-in closet and luxury baths. There will be a large range of Unit configurations available to future residents, including: one bedroom; one bedroom with a den; 2 bedrooms with a den; and three bedrooms. The intention is to standardize the interior finishes. Each building will have its own roof-top amenity for the residents in each building to socialize and enjoy the coastal environment.

Economic Impact

The proposed Baltic at Asbury Park and Aegean at Asbury Park represents a potential $27 Million investment in the future of Asbury Park and will contribute greatly to the renewal of the City and the thriving Waterfront Redevelopment Area.

Zoning & Waterfront Redevelopment Plan Compliance

The Baltic at Asbury Park and the Aegean at Asbury Park are located on .34 acres and .457 acres, respectively. The proposed condominium communities will be consistent with the requirements of the Waterfront Redevelopment Plan. While the intention is to proceed with the communities contemporaneously with significant overlap in development, the properties upon which the Baltic and the Aegean are located exceed the minimum tract area and frontage requirements such that they can be approved and constructed independently. While engineering plans have not been drafted at this early juncture, no deviations or waivers from the Waterfront Redevelopment Plan are anticipated.

The maximum height of the condominium buildings is 3-stories under the Waterfront Redevelopment Plan which is consistent with Page 71 of that plan. The parking levels below each building will, on average, have not more than half their height above grade, and therefore, shall not be considered a story.

The 17-Unit Baltic shall have a total of 27 parking spaces (inclusive of 2 handicapped parking spaces) and shall exceed the 26 parking spaces required (based upon 1.5 spaces per dwelling unit. To ensure that each Unit has independent access to parking spaces, two additional exterior parking spaces are proposed for the Baltic, and all other parking spaces shall be interior to the garage elevation. The 27-Unit Aegean shall have a total of 42 parking spaces (inclusive of 2 handicapped parking spaces) and shall exceed the 41 parking spaces required (based upon 1.5 spaces per dwelling unit). All parking spaces for the Aegean shall be interior to the garage elevation.

CONDO PRODUCT

2 • Baltic & Aegean :: Rendering
3 • Aegean :: Rendering
5 • Aegean :: Elevation
9 • Aegean :: Material Description
10 • Aegean :: Lighting Package
12 • Baltic :: Rendering
14 • Baltic :: Elevation
18 • Baltic :: Material Description
19 • Baltic :: Lighting Package
21 • Aegean :: Site Plan :: Key Plan
22 • Aegean :: Floor Plans
27 • Baltic :: Site Plan :: Key Plan
28 • Baltic :: Floor Plans
33 • Baltic & Aegean :: Typical Unit A, B2 & C
34 • Baltic & Aegean :: Typical Unit D & E
35 • Baltic & Aegean :: Typical Unit E2, F & G

Baltic & Aegean

March 12, 2020

Attachment: Council presentation K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block 4003)

MVMK
Minervini Vandermark Melia Kelly
360 14th Street, Hoboken, NJ
www.mvmkarchi

Aegean

AEGEAN :: 2ND AVENUE VIEW

MVMK
Minervini Vandermark Melia Kelly
360 14th Street, Hoboken, NJ
www.mvmkarchi

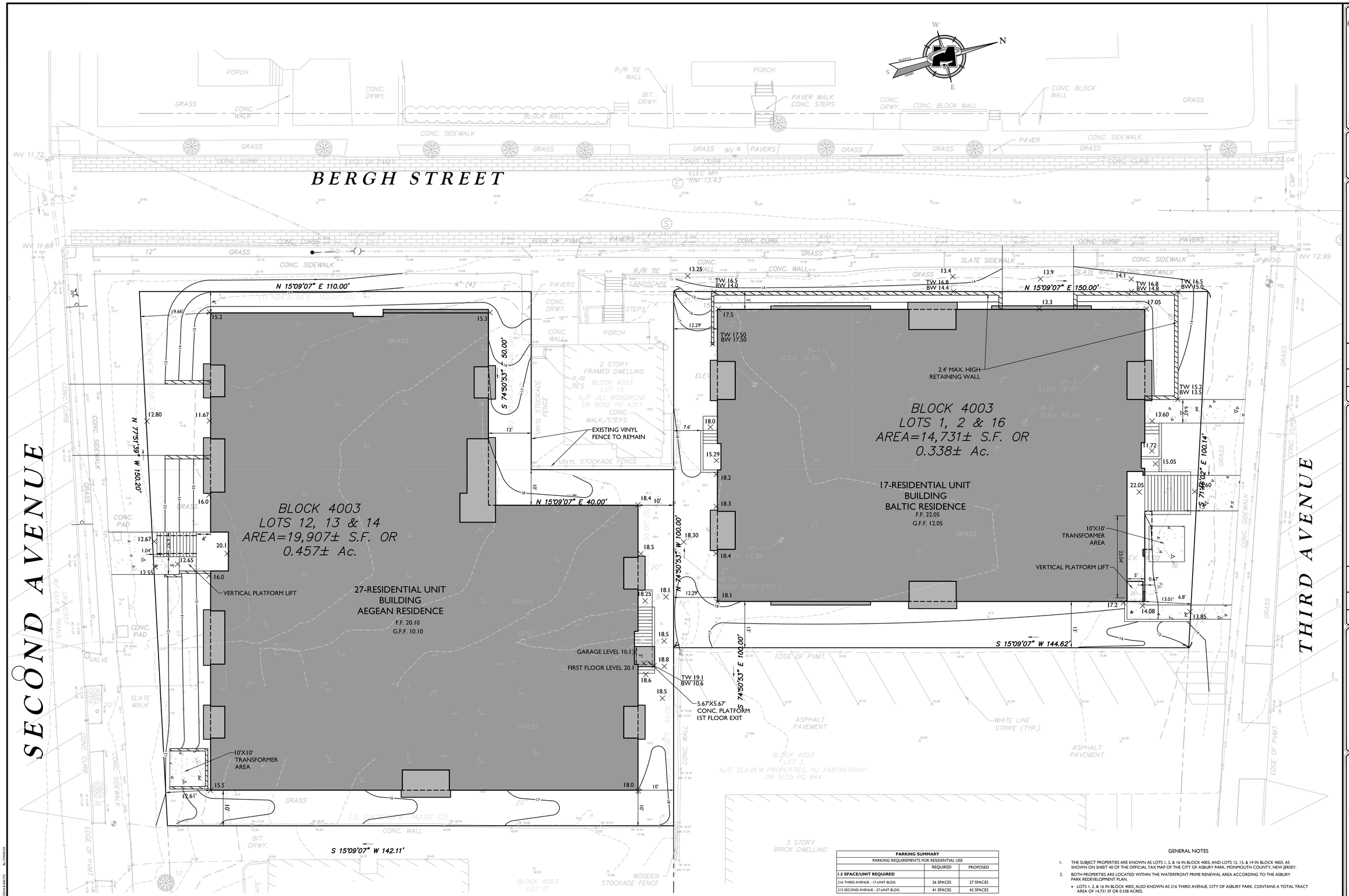
Attachment: Council presentation K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block 4003)

Baltic & Aegean

BALTIC & AEGEAN :: BERGH STREET VIEW

Attachment: Council presentation K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block 4003)

MVMK
Minervini Vandermark Melia Kelly
360 14th Street, Hoboken, NJ
www.mvmkarchi



PARKING SUMMARY		
PARKING REQUIREMENTS FOR RESIDENTIAL USE		
	REQUIRED	PROPOSED
1.5 SPACE/UNIT REQUIRED		
216 THIRD AVENUE - 17-UNIT BLDG	26 SPACES	27 SPACES
215 SECOND AVENUE - 27-UNIT BLDG	41 SPACES	42 SPACES

WATER FRONT PRIME RENEWAL - ZONING SUMMARY			
	REQUIRED	PROPOSED	PROPOSED
		216 THIRD AVE	215 SECOND AVE
		17-UNIT BLDG	27-UNIT BLDG
DEVELOPABLE TRACT AREA	**15,000 SF**	**14,731 SF (E)**	**19,907 SF**
LOT FRONTAGE	**100 FT**	**100.14 FT / 150 FT**	**110 FT / 150.2 FT**
BUILDING SETBACKS			
MINIMUM FRONT YARD	**0**	**5 FT**	**6 FT**
MINIMUM REAR YARD	**0**	**N/A**	**N/A**
MINIMUM SIDE YARD	**0**	**12.29 FT**	**10.0 FT**
MAXIMUM BUILDING HEIGHT	**3 STORIES**	**3 STORIES**	**3 STORIES**

NOTE
(E) = PRE-EXISTING NON-CONFORMING CONDITION

GENERAL NOTES

1. THE SUBJECT PROPERTIES ARE KNOWN AS LOTS 1, 2, & 16 IN BLOCK 4003, AND LOTS 12, 13, & 14 IN BLOCK 4003, AS SHOWN ON SHEET 40 OF THE OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY.
2. BOTH PROPERTIES ARE LOCATED WITHIN THE WATERFRONT PRIME RENEWAL AREA ACCORDING TO THE ASBURY PARK REDEVELOPMENT PLAN.
   - LOTS 1, 2, & 16 IN BLOCK 4003, ALSO KNOWN AS 216 THIRD AVENUE, CITY OF ASBURY PARK, CONTAINS A TOTAL TRACT AREA OF 14,731 SF OR 0.338 ACRES.
   - LOTS 12, 13 & 14 IN BLOCK 4003, ALSO KNOWN AS 215 SECOND AVENUE, CITY OF ASBURY PARK, CONTAINS A TOTAL TRACT AREA OF 19,907 SF OR 0.457 ACRES.
3. APPLICANT: K. HOVNANIAN HOMES
   110 FIELDCREST AVENUE
   CN 7825
   EDSON, NJ 08818
4. LOTS 1, 2, & 16 IN BLOCK 4003 IS CURRENTLY VACANT. THE APPLICANT PROPOSES TO DEVELOP THE SITE WITH THE CONSTRUCTION OF A 17-RESIDENTIAL UNIT BUILDING WITH ASSOCIATED TYPICAL SITE IMPROVEMENTS.

   LOTS 12, 13 & 14 IN BLOCK 4003 IS CURRENTLY OCCUPIED BY A SINGLE FAMILY DWELLING. THE APPLICANT PROPOSES TO DEMOLISH THE EXISTING HOUSE AND DEVELOP THE SITE WITH THE CONSTRUCTION OF A 27-RESIDENTIAL UNIT BUILDING WITH ASSOCIATED TYPICAL SITE IMPROVEMENTS.
5. BOUNDARY AND TOPOGRAPHICAL SURVEY INFORMATION HEREON TAKEN FROM A PLAN ENTITLE "ALTA/NSPS LAND TITLE SURVEY FOR K. HOVNANIAN SHORE ACQUISITIONS, LLC, BLOCK 4003, LOTS 12, 13 & 14, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY", AS PREPARED BY ERIC V. WILD, LS GS43279, AT MASER CONSULTING PA, DATED 02/11/19.

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REV	DATE	DRAWN BY	DESCRIPTION

REV	DATE	DRAWN BY	DESCRIPTION

PRELIMINARY/FINAL
MAJOR SITE PLAN
FOR
216 THIRD AVENUE
215 SECOND AVENUE

BLOCK 4003
LOTS 1, 2, & 16 AND 12-14

CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

RED BANK OFFICE
Corporate Headquarters
331 Newman Springs Road
Suite 203
Red Bank, NJ 07701
Phone: 732.383.1950
Fax: 732.383.1984

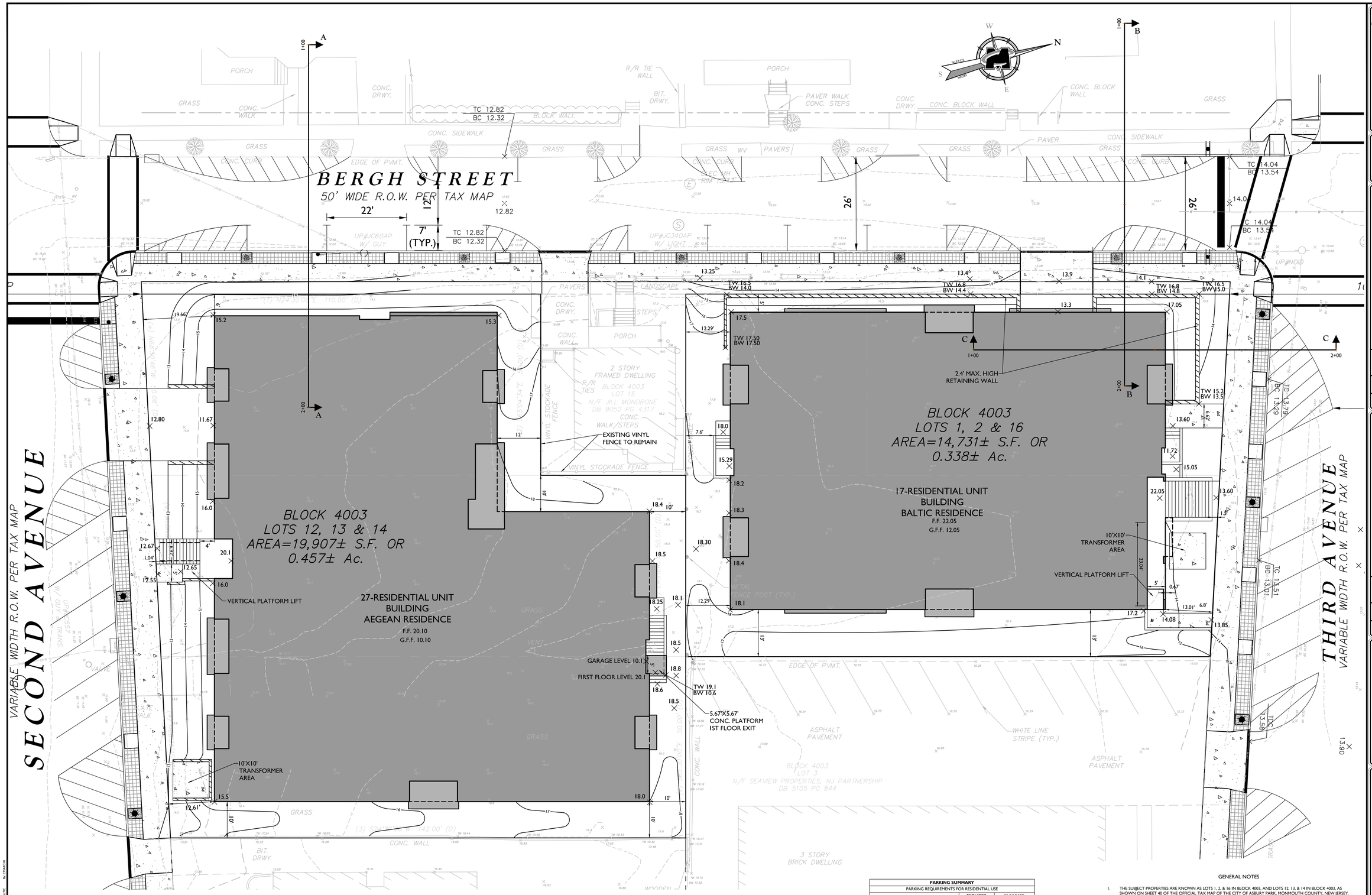
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	02/25/20	CM	RJC

PROJECT NUMBER:	DRAWING NAME:
18004637A	C-CNPT-OVRL B

SHEET TITLE:
CONCEPT PLAN
OFF-SITE EXISTING CONDITIONS

SHEET NUMBER:
1 of 1

Attachment: Council presentation K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block 4003)



PARKING SUMMARY		
PARKING REQUIREMENTS FOR RESIDENTIAL USE		
	REQUIRED	PROPOSED
1.5 SPACE/UNIT REQUIRED		
216 THIRD AVENUE - 17-UNIT BLDG	26 SPACES	27 SPACES
215 SECOND AVENUE - 27-UNIT BLDG	41 SPACES	42 SPACES

WATER FRONT PRIME RENEWAL - ZONING SUMMARY			
	REQUIRED	PROPOSED	PROPOSED
		216 THIRD AVE	215 SECOND AVE
		17-UNIT BLDG	27-UNIT BLDG
DEVELOPABLE TRACT AREA	**15,000 SF**	**14,731 SF (E)**	**19,907 SF**
LOT FRONTAGE	**100 FT**	**100.14 FT / 150 FT**	**110 FT / 150.2 FT**
BUILDING SETBACKS			
MINIMUM FRONT YARD	**0**	**5 FT**	**6 FT**
MINIMUM REAR YARD	**0**	**N/A**	**N/A**
MINIMUM SIDE YARD	**0**	**12.29 FT**	**10.0 FT**
MAXIMUM BUILDING HEIGHT	**3 STORIES**	**3 STORIES**	**3 STORIES**

NOTE:
(E) = PRE-EXISTING NON-CONFORMING CONDITION

GENERAL NOTES

1. THE SUBJECT PROPERTIES ARE KNOWN AS LOTS 1, 2, & 16 IN BLOCK 4003, AND LOTS 12, 13, & 14 IN BLOCK 4003, AS SHOWN ON SHEET 40 OF THE OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY.
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TEXAS: • College Station
COLORADO: • Denver
FLORIDA: • Miami • Orlando • Jacksonville
PENNSYLVANIA: • Lehigh Valley • Exton
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REV	DATE	DRAWN BY	DESCRIPTION

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PRELIMINARY/FINAL
MAJOR SITE PLAN
FOR
216 THIRD AVENUE
215 SECOND AVENUE

BLOCK 4003
LOTS 1, 2, & 16 AND 12-14

CITY OF ASBURY PARK
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NEW JERSEY

RED BANK OFFICE
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AS SHOWN	02/25/20	CM	RJC
PROJECT NUMBER: 18004627A	DRAWING NAME: C-CNPT-OVRL B		

SHEET TITLE:
CONCEPT PLAN
OFF-SITE PROPOSED IMPROVEMENTS

SHEET NUMBER:
1 of 1

Attachment: Council presentation K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block 4003)

Aegean

AEGEAN :: 2ND AVENUE VIEW

Attachment: Council presentation K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block 4003)

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CONDO PRODUCT

Aegean

AEGEAN :: NORTH / FRONT ELEVATION FACING 2ND AVENUE

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Aegean

AEGEAN :: EAST ELEVATION FACING BERGH STREET

Yellow line indicates off-site structure

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CONDO PRODUCT

Aegean

AEGEAN :: SOUTH ELEVATION FACING REAR YARD

Yellow line indicates off-site structure

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Aegean

AEGEAN :: WEST ELEVATION FACING SIDE YARD

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CONDO PRODUCT

Aegean

VINYL WINDOWS
COLOR: BLACK

HARDIEPANEL LAP SIDING
COLOR: ARCTIC WHITE

TURNBUCKLE SUPPORT FOR
CANOPY

METAL CLAD CANTILEVERED CANOPY
COLOR: GRAY

MAIN ENTRANCE ALUMINUM DOOR
COLOR: BLACK

CAST CONCRETE STEPS

HARDIEPANEL BOARD AND BATTEN SIDING
SMOOTH FINISH
COLOR: NAVAJO BEIGE

VINYL WINDOWS
COLOR: BLACK

RECESSED BALCONY

VINYL 3-PANEL DOOR
COLOR: BLACK

HORIZONTAL RAILING
COLOR: GRAY FRAME

PROJECTING METAL
CLAD FASCIA

CAST CONCRETE WALL

AEGEAN :: MATERIAL DESCRIPTION

ARCTIC WHITE	NAVAJO BEIGE	BLACK WINDOWS	GRAY METAL CLAD	CAST CONCRETE

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CONDO PRODUCT

Aegean

Light Type A: **Pitch Single Wall Scone by TECHLIGHTING**

Dimension: Width 5”, Height 5”, Depth 3.9”
Type: LED Downlight or Uplight
Color: Black

Light Type B: **Caliber Outdoor Wall Sconce by dweLED**

Dimension: Width 4.5”, Height 14”, Depth 4”
Type: LED Two Way Light
Color: Black

Light Type C: **Caliber Outdoor Wall Sconce by dweLED**

Dimension: Width 4.5”, Height 10”, Depth 4”
Type: LED Two Way Light
Color: Black
Location: Main Entrance & Garage

Light Type D: **4” Recessed Light by JUNO**

Dimension: 4” Diameter Recessed
Type: Recessed at Soffit
Color: Black
Location: Covered Entrance & Walkway

AEGEAN :: NORTH / FRONT ELEVATION FACING 2ND AVENUE :: LIGHTING

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Aegean

AEGEAN :: EAST ELEVATION FACING BERGH STREET :: LIGHTING

Light Type A: Pitch Single Wall Scone by TECHLIGHTING

AEGEAN :: WEST ELEVATION FACING SIDE YARD :: LIGHTING

Light Type B: Caliber Outdoor Wall Sconce by dweLED

AEGEAN :: SOUTH ELEVATION FACING REAR YARD :: LIGHTING

Light Type C: Caliber Outdoor Wall Sconce by dweLED

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Baltic

BALTIC :: BERGH STREET VIEW

Attachment: Council presentation K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block 4003)

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Baltic

BALTIC :: 3RD AVENUE VIEW

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Baltic

BALTIC :: SOUTH / FRONT ELEVATION FACING 3RD AVENUE

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Baltic

BALTIC :: EAST ELEVATION FACING BERGH STREET

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Baltic

BALTIC :: NORTH ELEVATION FACING SIDE YARD

Yellow line indicates off-site structure

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Baltic

BALTIC :: WEST ELEVATION FACING REAR YARD

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CONDO PRODUCT

Baltic

VINYL WINDOWS
COLOR: BLACK

HARDIEPANEL LAP SIDING
COLOR: ARCTIC WHITE

HORIZONTAL RAILING
COLOR: GRAY FRAME

RECESSED BALCONY

VINYL 2-PANEL DOOR
COLOR: BLACK

PROJECTING METAL
CLAD FASCIA

MAIN ENTRANCE ALUMINUM DOOR
COLOR: BLACK

METAL RAILING

CAST CONCRETE STEPS

HARDIEPANEL BOARD AND BATTEN SIDING
SMOOTH FINISH
COLOR: MONTEREY TAUPE

VINYL WINDOWS
COLOR: BLACK

HARDIEPANEL LAP SIDING
COLOR: ARCTIC WHITE

CAST CONCRETE WALL

BALTIC :: MATERIAL DESCRIPTION

ARCTIC WHITE	MONTEREY TAUPE	BLACK WINDOWS	GRAY METAL CLAD	CAST CONCRETE

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Baltic

Light Type A: **Pitch Single Wall Scone by TECHLIGHTING**

Dimension: Width 5”, Height 5”, Depth 3.9”
Type: LED Downlight or Uplight
Color: Black

Light Type D: **4” Recessed Light by JUNO**

Dimension: 4” Diameter Recessed
Type: Recessed at Soffit
Color: Black
Location: Covered Entrance & Walkway

Light Type C: **Caliber Outdoor Wall Sconce by dweLED**

Dimension: Width 4.5”, Height 10”, Depth 4”
Type: LED Two Way Light
Color: Black
Location: Main Entrance & Garage

BALTIC :: SOUTH / FRONT ELEVATION FACING 3RD AVENUE :: LIGHTING

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Baltic

BALTIC :: EAST ELEVATION FACING BERGH STREET :: LIGHTING

Light Type A: Pitch Single Wall Scone by TECHLIGHTING

BALTIC :: WEST ELEVATION FACING REAR YARD :: LIGHTING

Light Type C: Caliber Outdoor Wall Sconce by dweLED

BALTIC :: NORTH ELEVATION FACING SIDE YARD :: LIGHTING

Light Type D: 4” Recessed Light by JUNO

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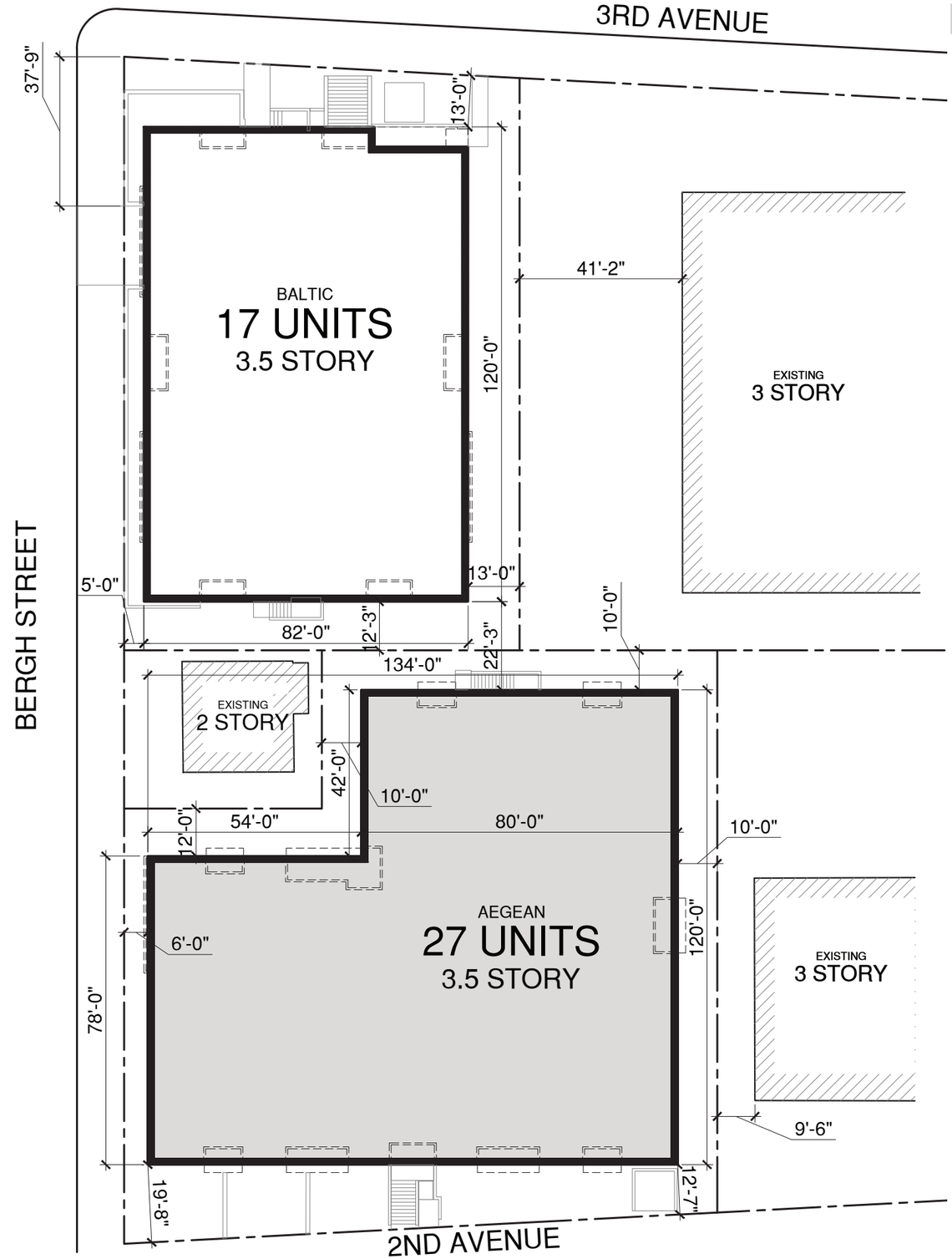
CONDO PRODUCT

Baltic & Aegean



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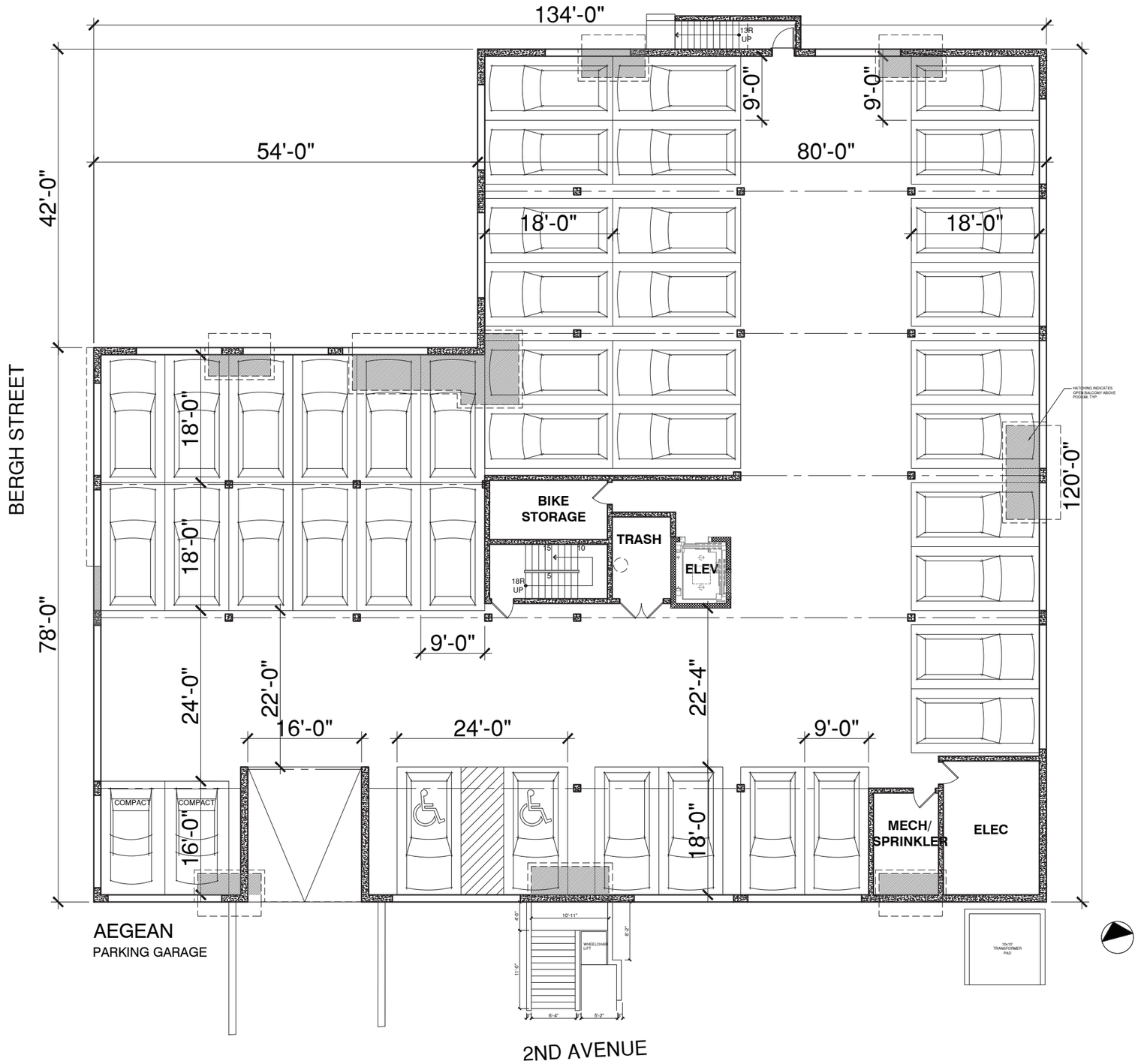
CONDO PRODUCT

Aegean

AEGEAN Building @ Asbury Park :: Parking

Type	Description	Qty
S	9' x 18' STD. PARKING	14
S HC	9' x 18' STD. HANDICAP PARKING	2
C	8.5' x 16' COMPACT PARKING	2
S+S	9' x 36' (18'+18') TANDEM (STD+STD)	12
C+C	8.5' X 32' (16'+16') TANDEM (COMPACT+COMPACT)	12
TOTAL		**42**



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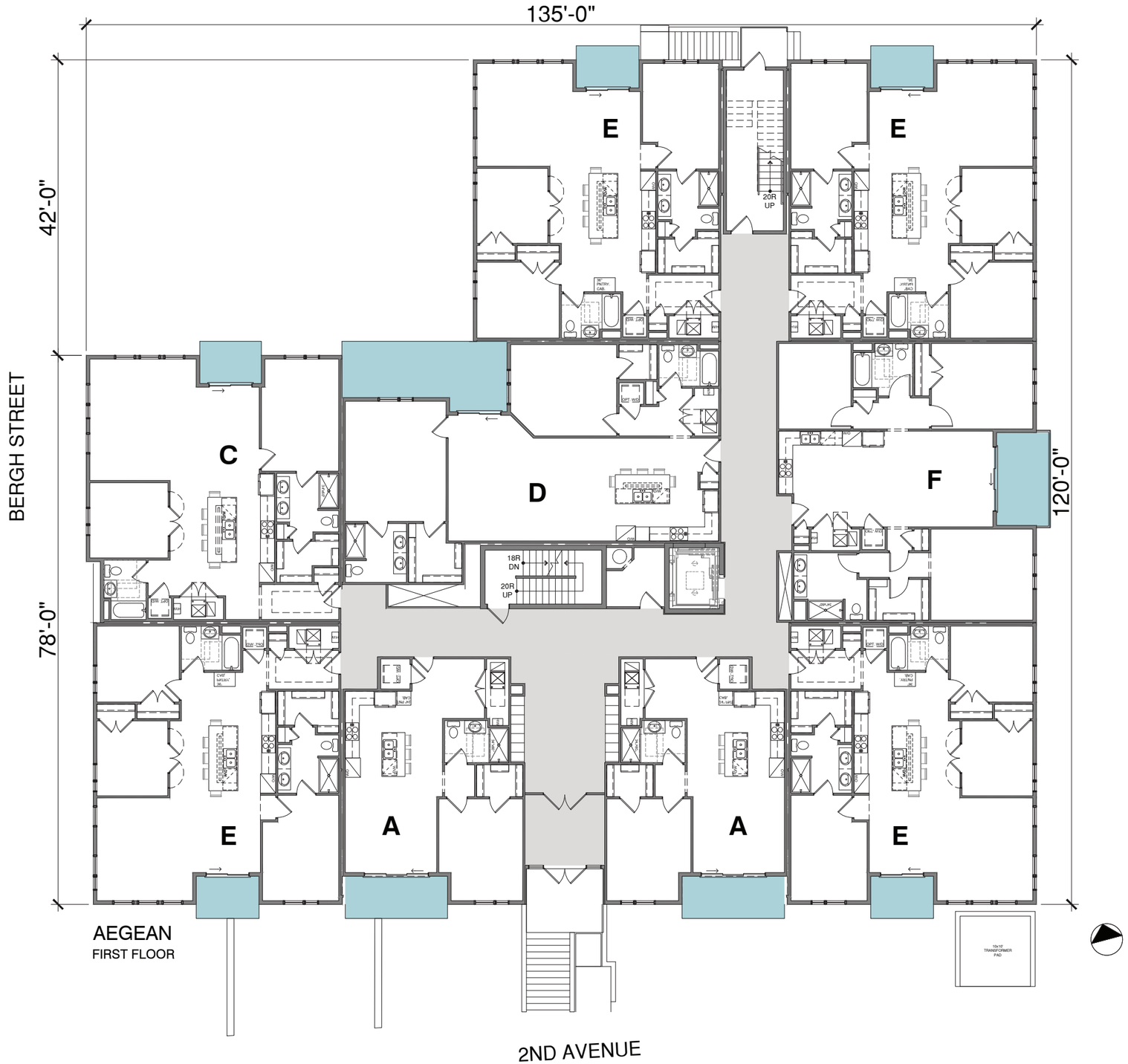
CONDO PRODUCT

Aegean



AEGEAN Building @ Asbury Park

unit	SQFT	TYPE	Qty
A	750	1 BED	2
B2	918	2 BED	4
C	1244	1 BED/DEN	3
D	1362	2 BED	3
E	1287	2 BED/DEN or 3 BED	12
F	1295	2 BED/DEN	3
TOTAL			**27**

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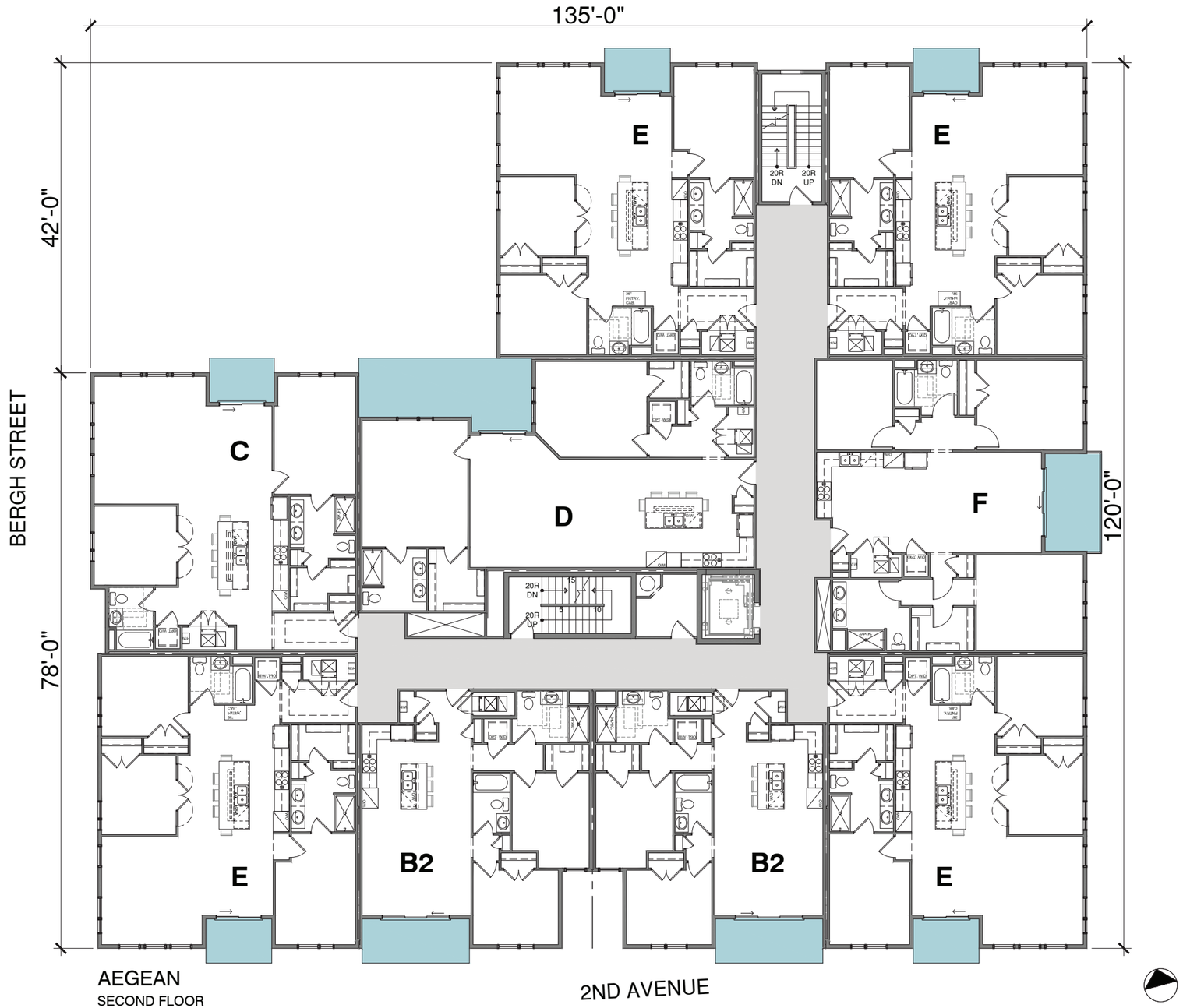
CONDO PRODUCT

Aegean



AEGEAN
SECOND FLOOR

AEGEAN Building @ Asbury Park

unit	SQFT	TYPE	Qty
A	750	1 BED	2
B2	918	2 BED	4
C	1244	1 BED/DEN	3
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E	1287	2 BED/DEN or 3 BED	12
F	1295	2 BED/DEN	3
TOTAL			**27**

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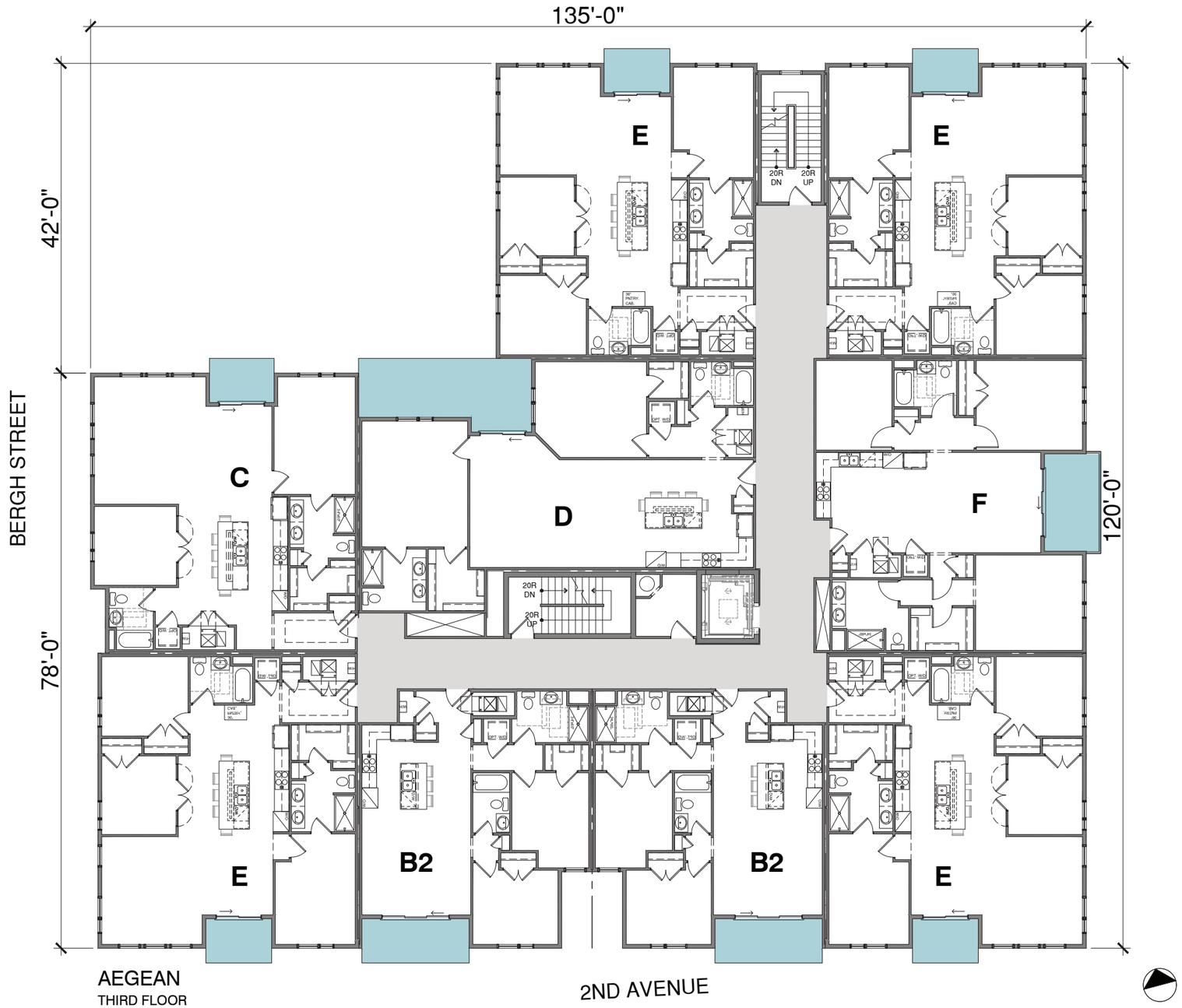
CONDO PRODUCT

Aegean



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CONDO PRODUCT

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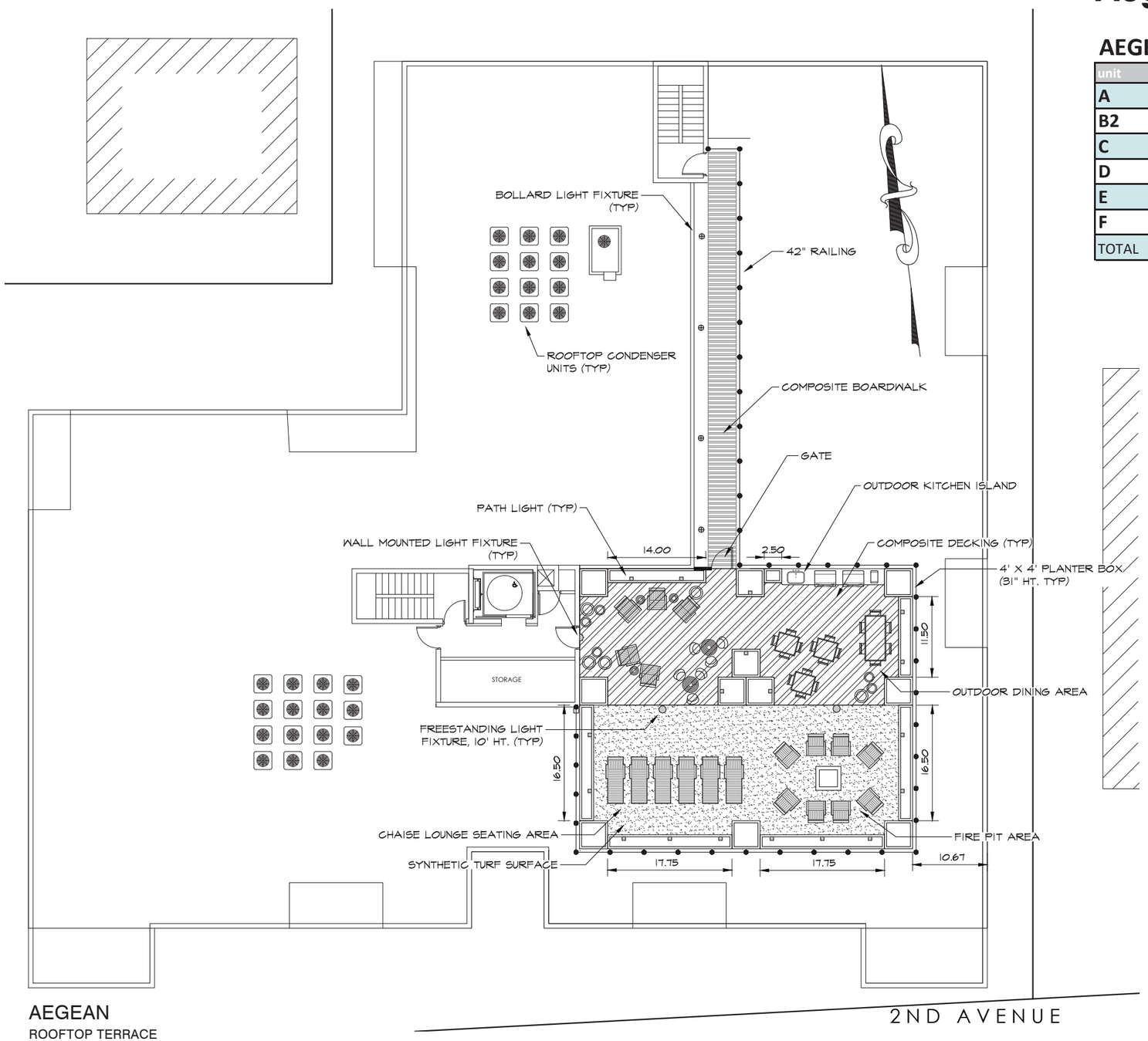

AEGEAN
ROOFTOP TERRACE

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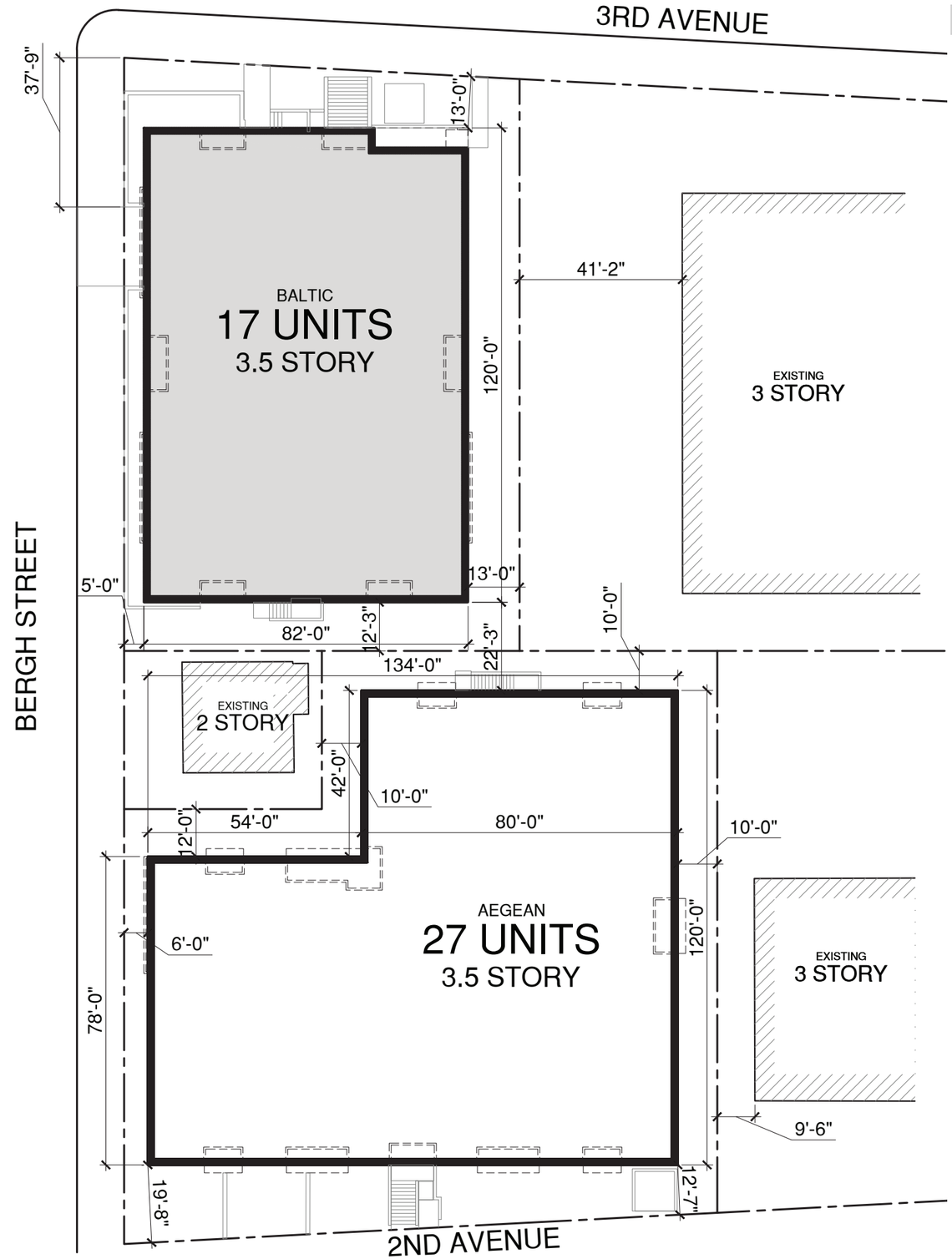
Attachment: Council presentation K. Hov (2021-194 : Referal to the Planning Board of Baltic and Aegean K. Hovnanian project Block 4003)

CONDO PRODUCT

Baltic & Aegean



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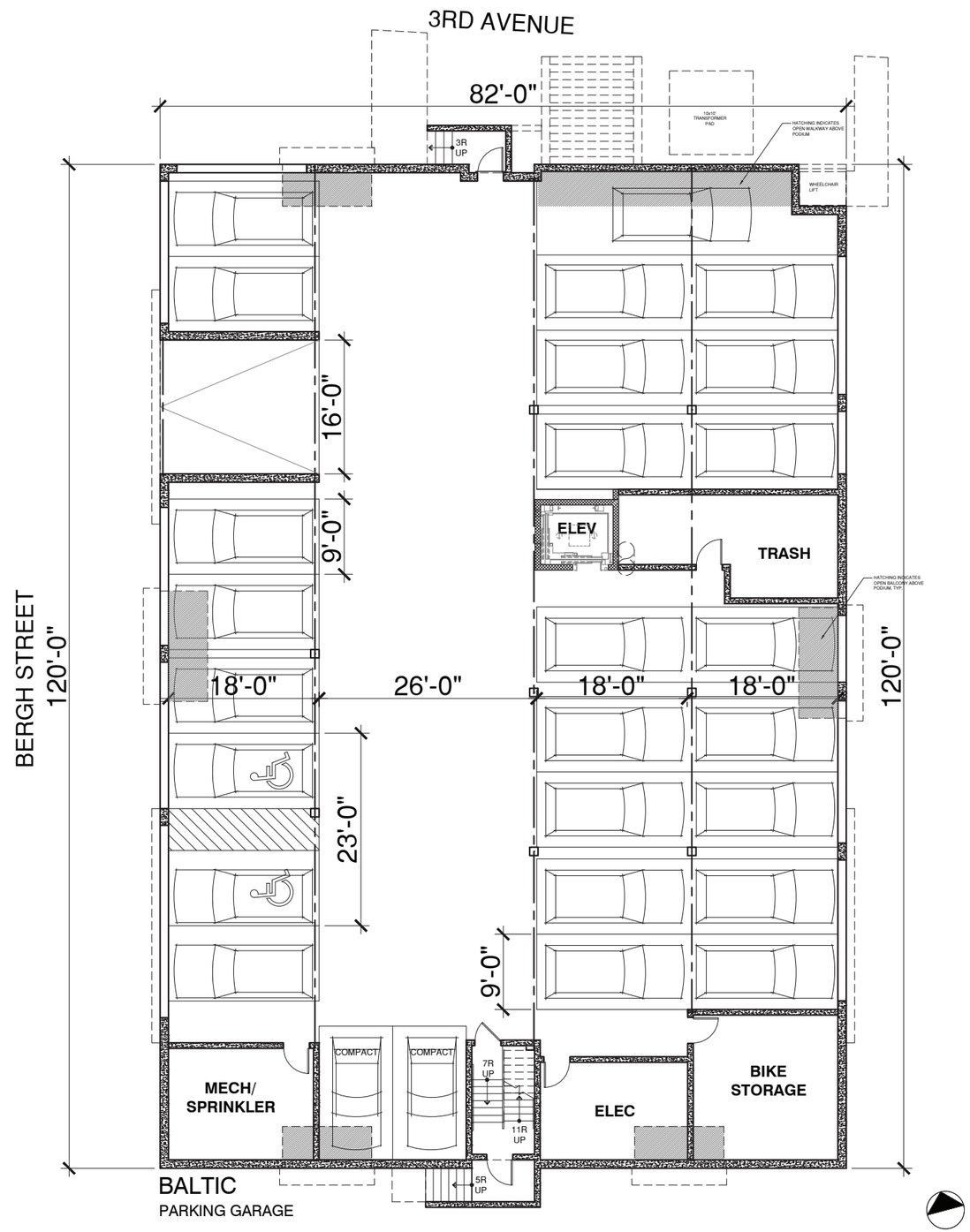

BALTIC Building @ Asbury Park :: Parking

Type	Description	Qty
S	9' x 18' STD. PARKING	7
S HC	9' x 18' STD. HANDICAP PARKING	2
S+S	9' x 36' (18'+18') TANDEM (STD+STD)	16
C	8.5' x 16' COMPACT PARKING	2
TOTAL		**27**

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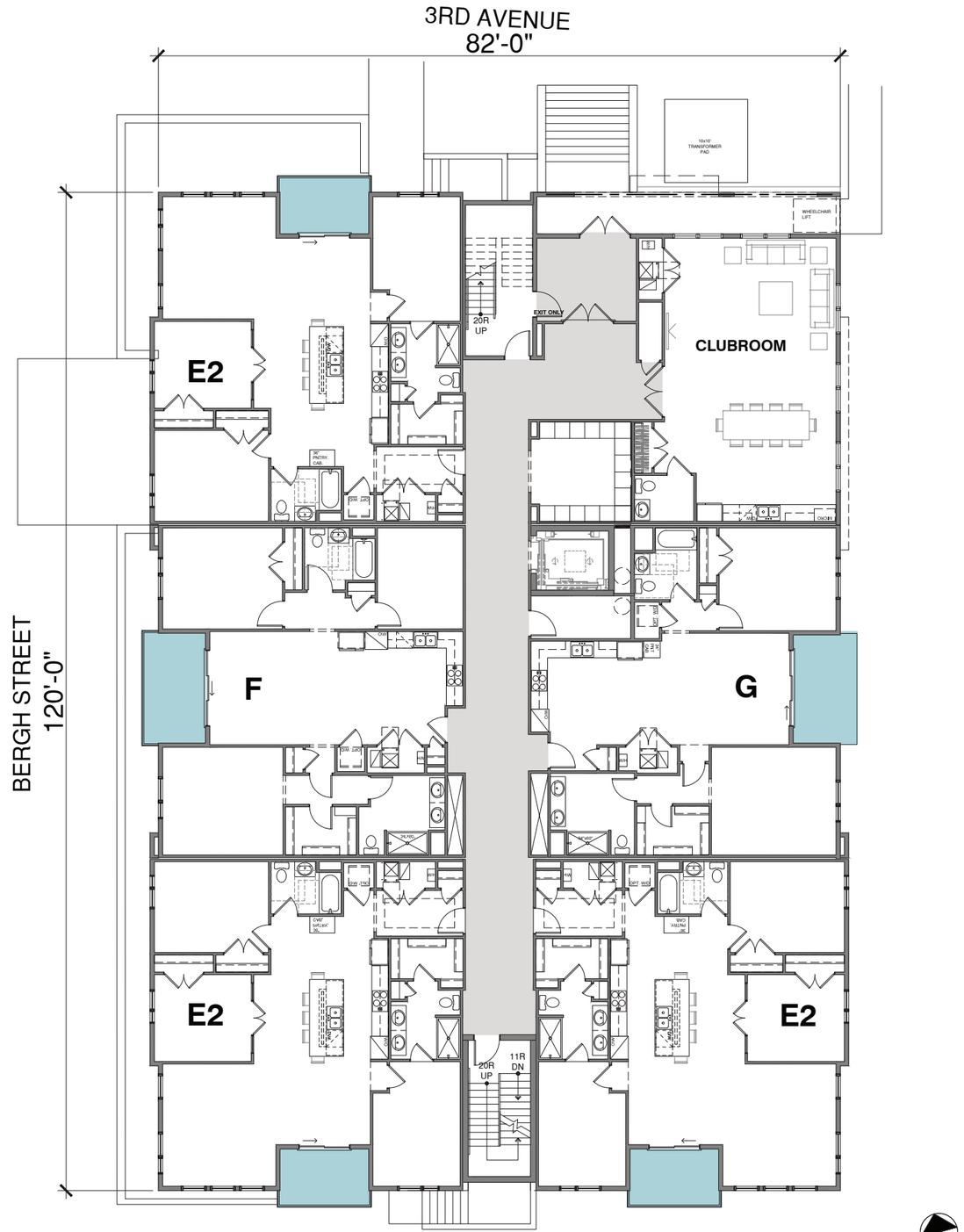
CONDO PRODUCT

Baltic

BALTIC Building @ Asbury Park

Unit	SQFT	TYPE	Qty
E2	1353	2 BED/DEN or 3 BED	11
F	1295	2 BED/DEN	3
G	1146	2 BED	3
TOTAL			**17**



BALTIC
FIRST FLOOR

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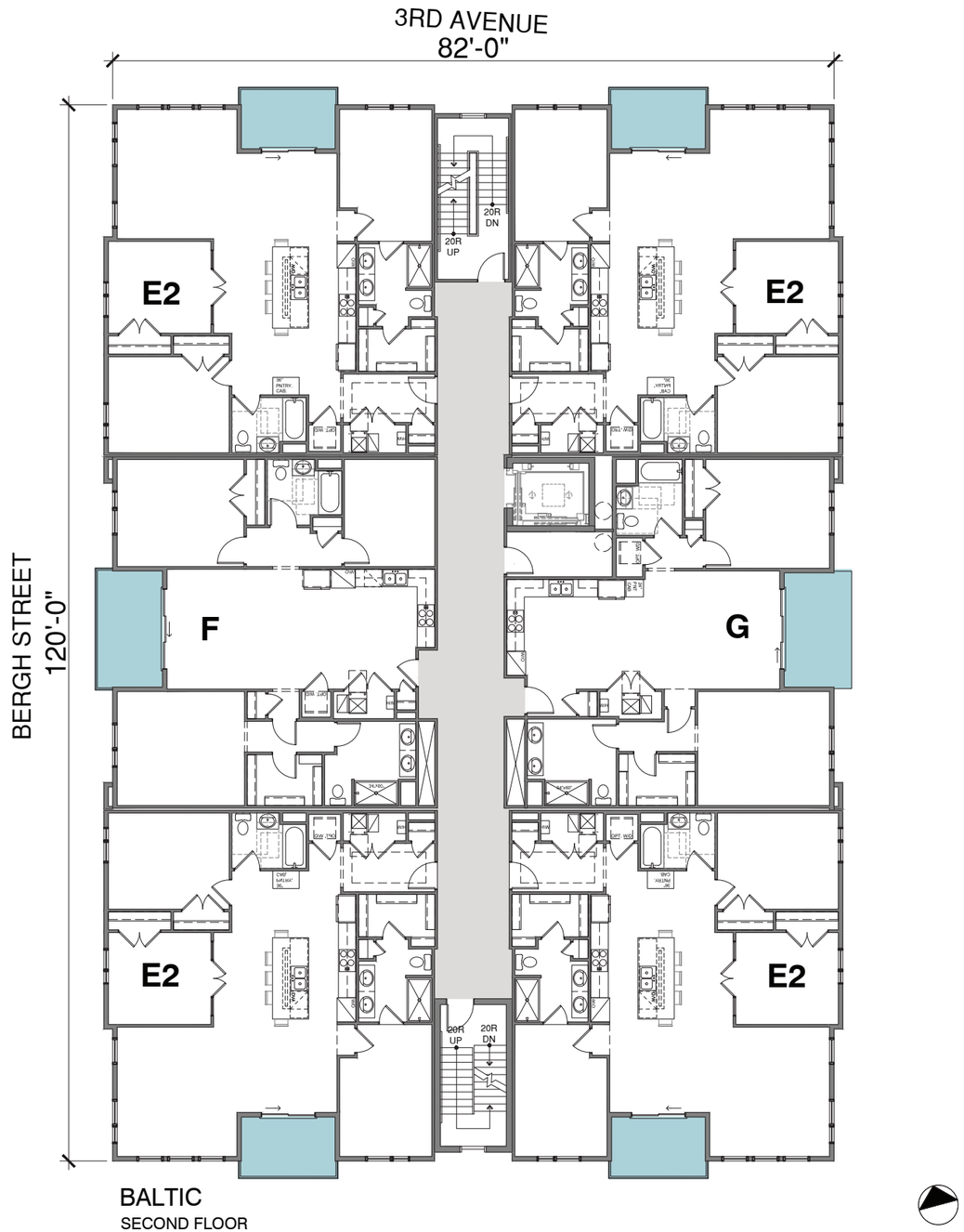

BALTIC
SECOND FLOOR

MVMK
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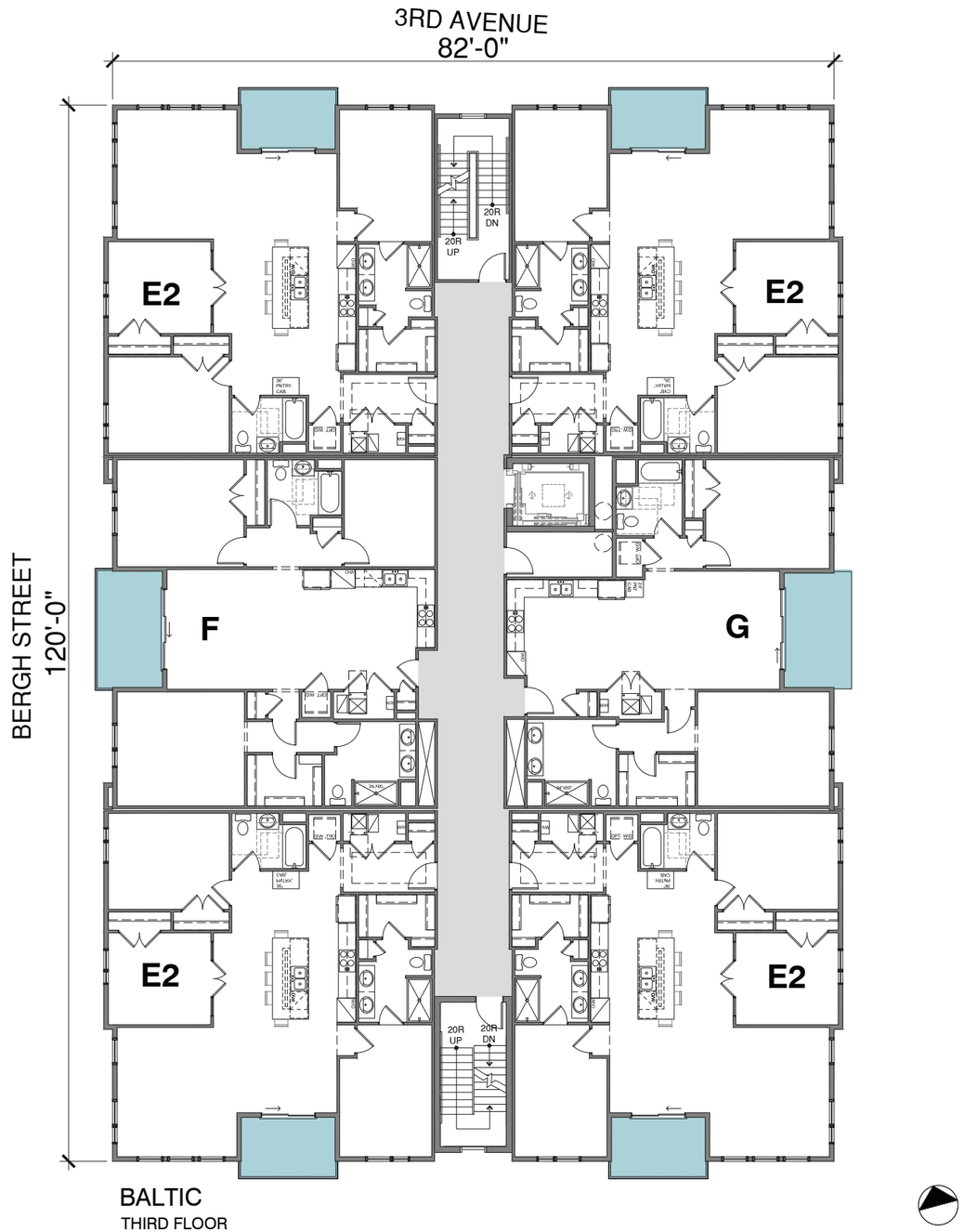

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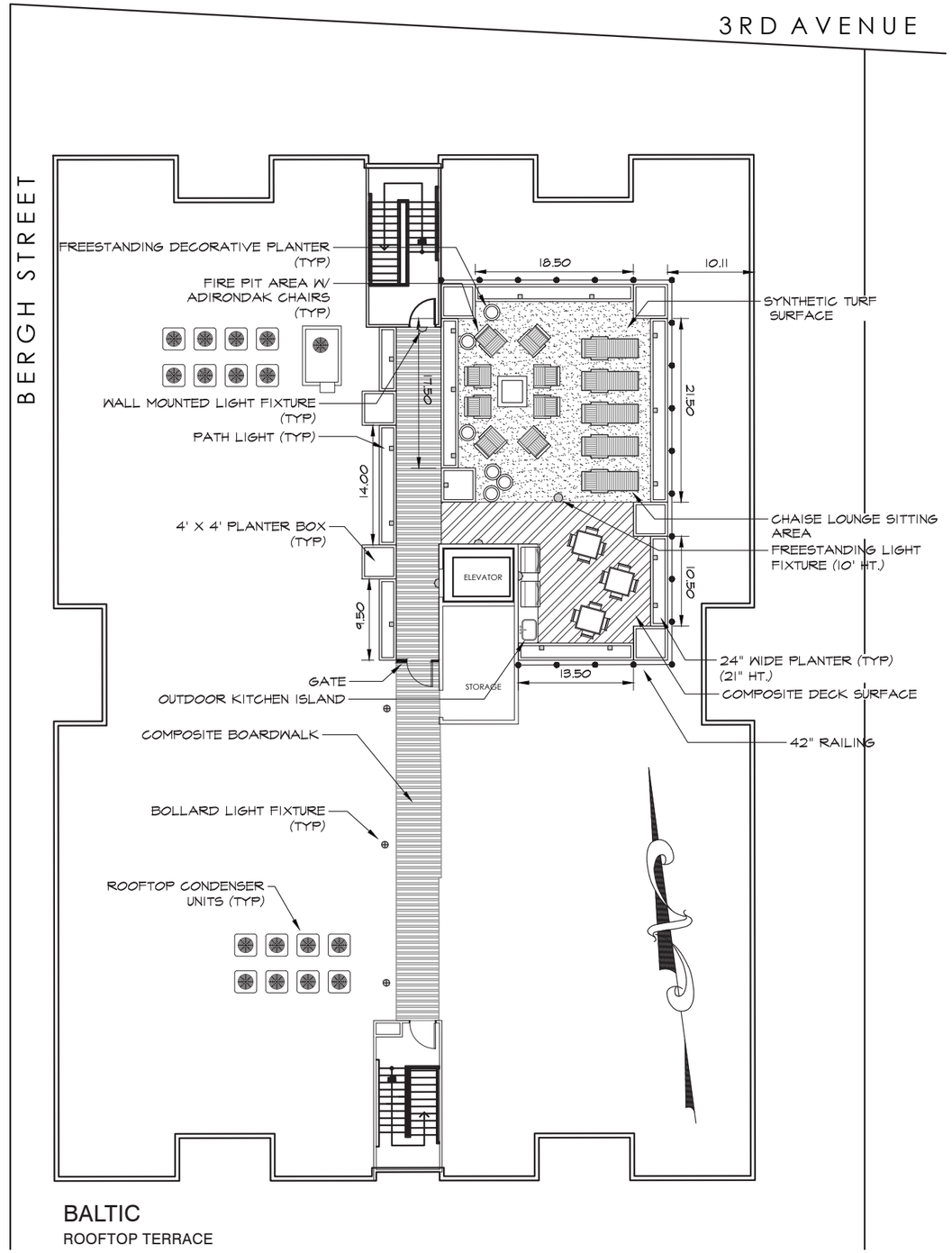

BALTIC
ROOFTOP TERRACE

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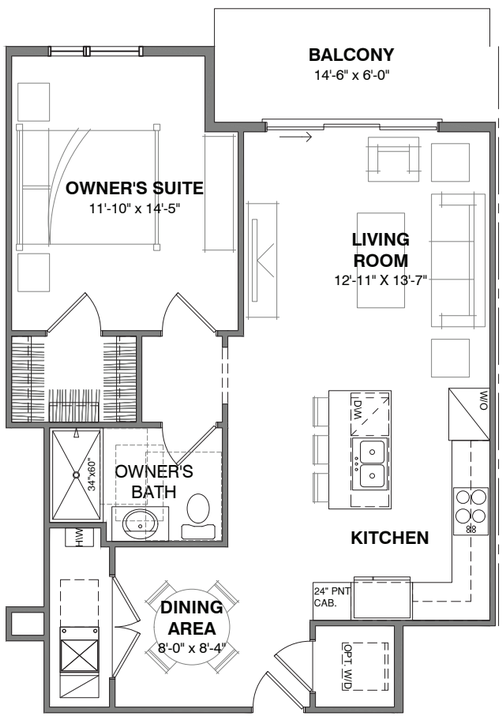
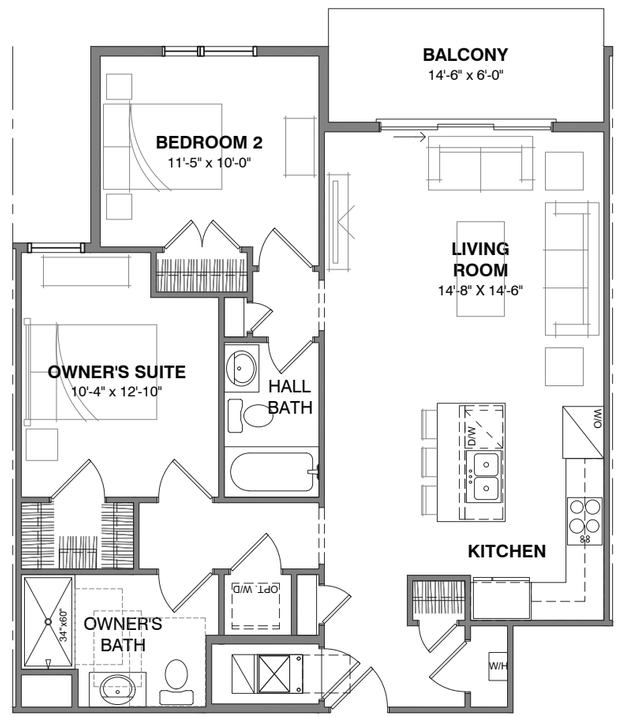
CONDO PRODUCT

Baltic & Aegean



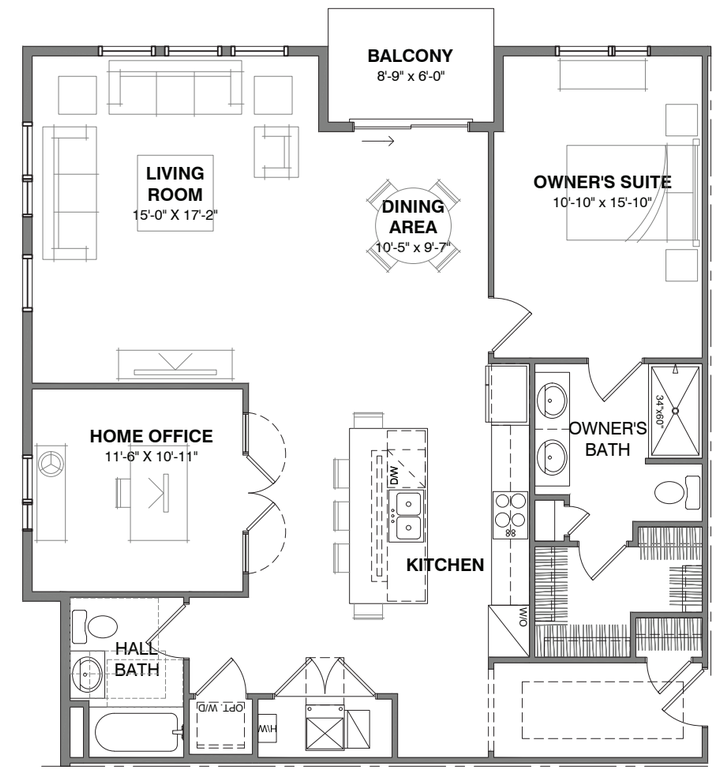
UNIT A :: 750 SQFT

1 BEDROOM



UNIT B2 :: 918 SQFT

2 BEDROOMS



UNIT C :: 1244 SQFT

1 BEDROOM & 1 DEN

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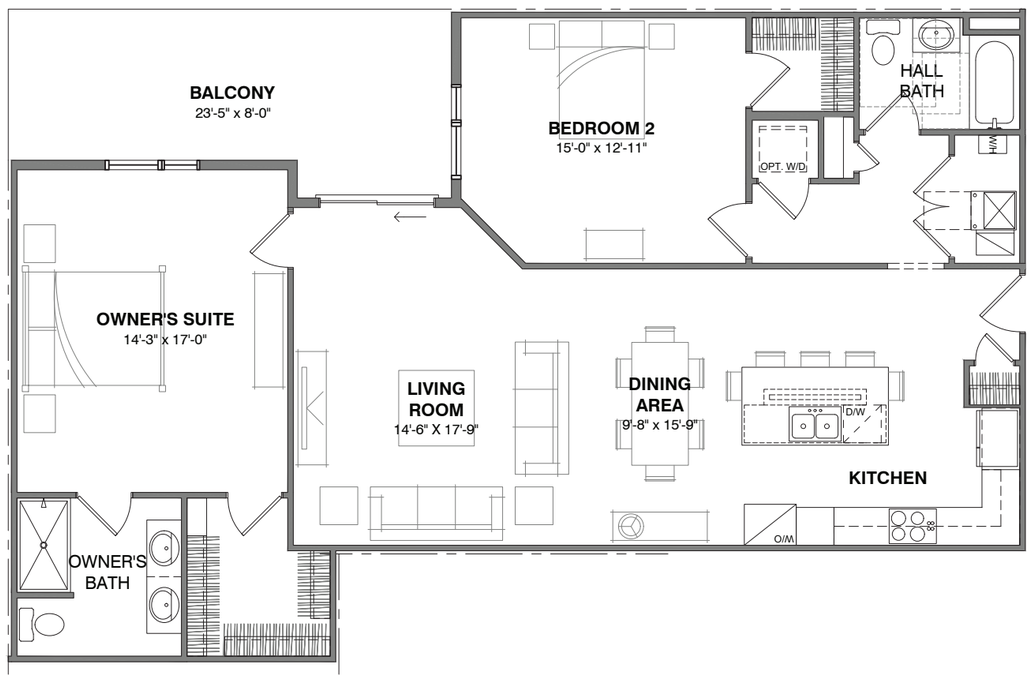
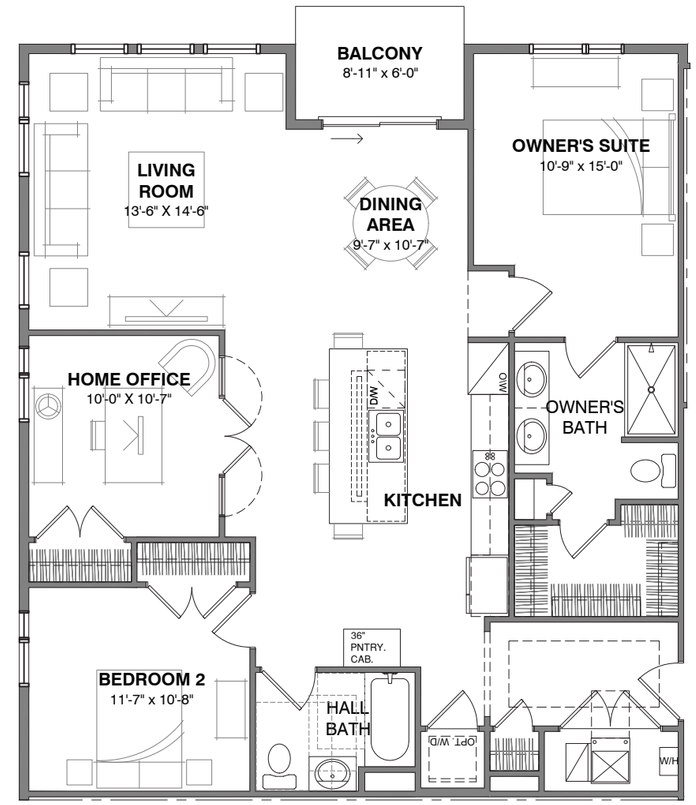
Baltic & Aegean



UNIT D :: 1362 SQFT

2 BEDROOMS



UNIT E :: 1287 SQFT

2 BEDROOMS & DEN/
3 BEDROOMS

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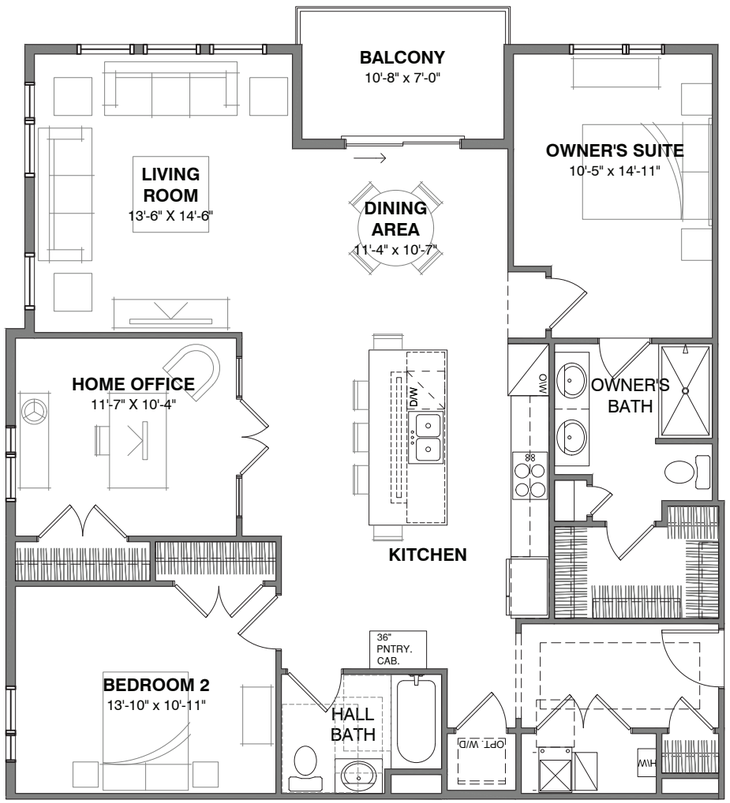
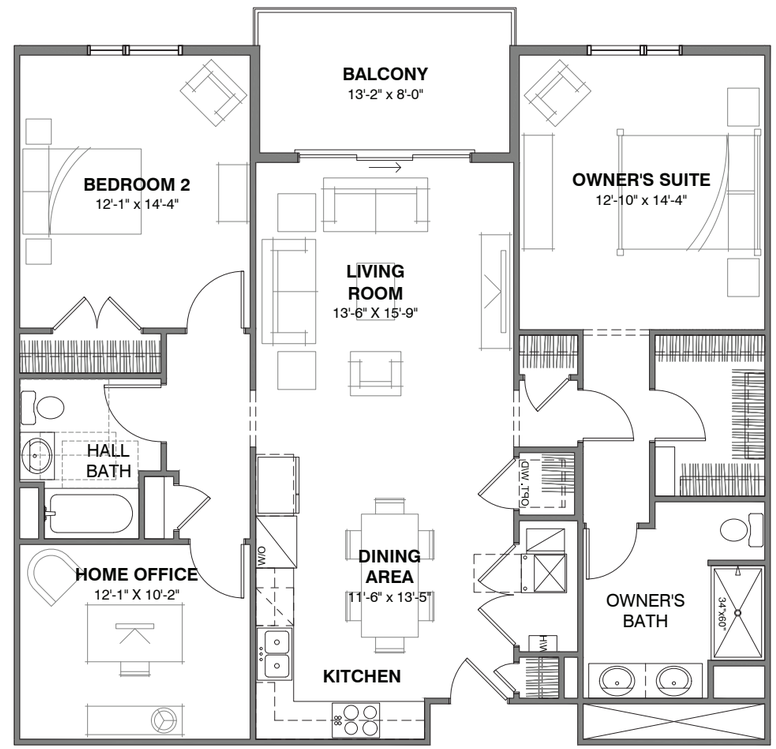
CONDO PRODUCT

Baltic & Aegean



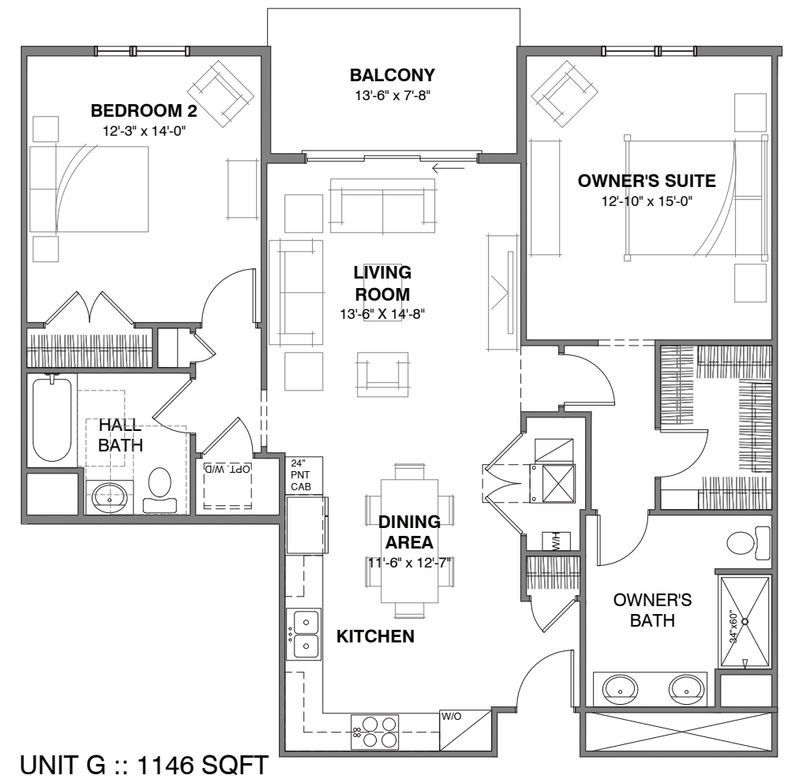
UNIT E2 :: 1353 SQFT

2 BEDROOMS & DEN/
3 BEDROOMS



UNIT F :: 1295 SQFT

2 BEDROOMS & DEN/
3 BEDROOMS



UNIT G :: 1146 SQFT

2 BEDROOMS

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Exhibit B

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

PHONE: (732) 775-2100
WWW.CITYOFASBURYPARK.COM

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

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

Technical Review Committee

To: Mayor and Municipal Council

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

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

Date: May 20, 2020

Re: TRC Review- March 14, 2020 meeting

Block 4003 Lots 1,2 ,12,13, 14 and 16
216 Third and 215 Second Avenue
Asbury Park, New Jersey
SUBDIVISION AND SITE PLAN CONCEPTIAL REVIEW

This is an application for two residential buildings named the Aegean and the Baltic. The Asbury Park Technical Review Committee heard this application over the course of two meetings on January 8th and on May 14th by K. Hovnanian. The K. Hovnanian team consists of Andrew Karas, Esquire, Carl Erler of K. Hovnanian, Robert Curley, Engineer, Brian Leff, Landscape Architect, Frank Minervini, Architect and David Roberts, Professional Planner.

The property is located between Second and Third Avenues and Bergh Street. This project requires a subdivision and will create two lots with one of 19,907 square feet and one of 14,731 square feet from a 34,600 square foot tract of land at the west end of Block 4003. A variance for minimum lot size is needed for the 14,731 square foot lot. The TRC recommended that the lot line be revised in order to create 2 conforming lots and access routes could be accommodated through cross easements.

A total of 44 dwelling units is proposed; The Aegean will contain 27 dwellings and The Baltic will contain 17 dwellings. Each building will consist of three stories of living space and one story of parking that is partially below grade for a total of four stories. Roof decks are provided on both buildings. In addition, all units have a balcony. Streetscape improvements, such as benches, street lights, bike racks and public art have not been included. These are for sale units and will have two separate condominium associations. No inclusionary affordable units are to be provided. The applicant will pay

Attachment: TRC memo Baltic and Aegean K. Hovnanian May 20, 2020 EXHIBIT B (2021-194 : Referal to the Planning Board of Baltic and

into the Affordable housing trust fund as required in the amended Master Developer Agreement

The Aegean consists of 2 one-bedroom units, 3 one-bedroom with den units, 7 two-bedroom units, 12 three-bedroom units and three units that have two bedrooms with a windowless “Home Office.” The Baltic consists of 11 three-bedroom units, three, two-bedroom units and three units that have two bedrooms with a windowless “Home Office.”

The site is challenged with its unusual grade. The existing site is significantly elevated with elevations ranging from 6-to-8 feet above the existing sidewalk. There is a high seasonal groundwater elevation which prohibits the applicant from lowering the garage floor level further into the ground. The existing roadway elevation acts as a design constraint as the maximum slope an access ramp can be at is 7-8% before a vehicle will “bottom out” at the entrance. The development meets the literal definition contained within the Waterfront Redevelopment Plan.

Rather than provide a handicapped ramp, the buildings will have chair lifts with full battery back- up. A detail for the chair lifts will be provided to the Planning Board.

Proposed site lighting includes bollard lighting and post lighting with a 70-degree cutoff.

The applicant will install stormwater inlets in the frontage to be connected when the infrastructure for the area is complete. Until that time the roof leaders would lead to an open bottom recharge system which would bubble up onto the street if they overflow. Applicant agreed to provide the screening for the electric and gas meters to the planning board.

Refuse and recycling would be handled via a private hauler and would be placed on a street at the time of collection.

Parking spaces would be assigned to each unit and tandem parking spaces would be assigned to one unit. Sight triangles would be compliant based on the layouts and the circulation plan.
The Aegean’s 27 dwelling units require 41 off-street parking spaces with 42 spaces provided, two of those spaces are compact car spaces and two are handicapped accessible spaces. The Baltic, requires 26 spaces for its 17 dwellings and provides 27 spaces, two of which are also compact spaces and two are handicapped accessible spaces.

The parking level is partially subterranean. The driveway aisle and garage doors are 20 feet for the Aegean and would be increased for the Baltic as requested in the Insite engineering report. A waiver or exception would be required for backup aisle whereas 24 feet is required and 22’-4” is provided. A total of forty-two (42) parking spaces were shown for the Aegean and twenty-seven (27) for the Baltic.

Attachment: TRC memo Baltic and Aegean K. Hovnanian May 20, 2020 EXHIBIT B (2021-194 : Referal to the Planning Board of Baltic and

The TRC had asked for a revision of the colors and the façade design. The applicant offered two color alternatives –Navajo beige board and batten vertical siding with arctic white horizontal lap siding and Taupe board and batten vertical siding with arctic white horizontal lap siding- and had asked the TRC to indicate their preference. The applicant will go forward with the Navajo Beige cementitious siding. The parapet walls along Bergh Street are varying heights and in addition to adding visual contrast will shield the HVAC equipment on the roof. Three windows were added to ameliorate the blank wall condition shown on the prior submission. The upper sash of the window is a fixed window. The lower portion of the windows are operable.
The building style draws from other new construction projects in the waterfront. The base of the building is basic concrete. The architect said they would explore giving the concrete a more finished look. The gray concrete would complement the colors of the building, the applicant also agreed to look at revising the garage door and its color so that it does not have an industrial look.

It was suggested that a small seat height wall be explored for the 2nd Avenue and Bergh Street frontage for the Aegean to break up the slope. The applicant concurred with his statement and will look to implement the suggestion. The architect also said that he would explore for the Bergen Street view of the Aegean revisions to the elevation to minimize areas of the wall without fenestration.

The landscaping consists of Cherry Laurel and Bayberry plants with other native perennials. The existing residential dwelling located in between the two new buildings would be buffered with an evergreen screen consisting of 6'-7' arborvitaes. The proposed English Ivy will be changed to Boston Ivy, a less invasive species. The transformers will be screened with California Privet.

The proposed rooftop decks will contain amenities such as a small fire pit area; lounge and high-top table seating; and an outdoor kitchen area. The amenity area would be surrounded by raised planters of 24-to-36 inches in height for visual screening along with larger 4' x 4' planter boxes containing shadblow serviceberry trees, which are wind hardy. The roof decks will only be used by residents.

The roof deck will be lit with pathway and bollard lights. The rooftops will also contain pole mounted LED lighting with one pole to be located on the Baltic and two poles for the Aegean. The lighting will be mounted on a 12-foot pole with a 70-degree cut off angle and a color temp between 2700-3000. The light throw pattern would be contained within the building footprint and should not be visible from the street or adjacent residences. The applicant shall provide photometrics and other detailed lighting information to the Board for the hearing.

The TRC recommends the project proceed and that the follow items be provided or re-examined:

The garage door color and industrial look be re-examined.

Attachment: TRC memo Baltic and Aegean K. Hovnanian May 20, 2020 EXHIBIT B (2021-194 : Referal to the Planning Board of Baltic and

The concrete base of the building be texturized or another measure to mitigate its unfinished look.
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Full details of the roof deck including proposed shade structures and lighting plan including photometrics
The Bergh Street view of the Aegean shall be re-examined to give it more visual interest.
Utility meter screening design will be presented to the planning board.
The applicant consider eliminating the minimum lot size variance.

Exhibit C

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DONNA M. VIEIRO, CITY MANAGER
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To: Donna Vieiro, City Manager

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

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TRC Recommendations

The TRC recommends the project proceed and that the follow items be provided or re-examined:

The garage door color and industrial look be re-examined.
The concrete base of the building be texturized or another measure to mitigate its unfinished look.
English Ivy be switched to Boston Ivy
Full details of the roof deck including proposed shade structures and lighting plan including photometrics
The Bergh Street view of the Aegean shall be re-examined to give it more visual interest.
Utility meter screening design will be presented to the planning board.
The applicant consider eliminating the minimum lot size variance.

Purpose of Redevelopment Entity Meeting

Pursuant to the Waterfront Redevelopment Plan:

"All construction projects within the redevelopment area shall receive comments from the TRC prior to submission to the Mayor and Council acting as Redevelopment Agency for the City. Upon conceptual approval by the City of Asbury Park, the Mayor and Council, acting as the Redevelopment Authority, the matter shall then be submitted to the Planning Board for preliminary and final site plan approval, pursuant to statute."

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

Zoning Considerations

The submitted plans conform to the waterfront redevelopment plan requirements for use, bulk, maximum height, and minimum number of parking spaces. The project does not meet the minimum lot size requirement of 15,000 square feet. The 2 newly created lots will be 19,907 square feet and 14,731 square feet.

The project meets the majority of the design requirements of the redevelopment plan, however a few of the design requirements are not met and require a waiver.

The following design requirements are not met:

Attachments – Materials. Decks shall be made of wood and located within rear yards only. The buildings have balconies and/or decks, made of metal and are located in front and side yards.

Configuration - Balconies shall be visibly supported by brackets and shall not exceed 3 feet in depth. Balconies are a combination of side supported and cantilevered, are not visually supported with brackets and exceed 3 feet in depth.

Openings – Configuration. Windows shall be single, double, triple-hung, or operable casements. Openings shall be rectangular with a vertical or square proportion. Multiple windows in the same rough opening shall be separated by a 4 inch minimum post. The centerline of the window sash shall align within the centerline of the wall (there shall be no flush mounted windows. The plans do not specify if all the windows are operable, and whether awning style are used.

Muntins shall be true divided panes or fixed on the interior and exterior surfaces. Panes shall be similar proportions, throughout the building. The plans do not specify whether windows have true divided lights.

Doors (except garage doors) shall be side hinged (no sliders). Sliding doors are provided at balconies/decks.

Garage Doors facing a frontage shall be a maximum of 9 feet wide. Garage doors are 16 feet wide.

Building Articulation 3. Articulation is a compositional technique tied to its meaningful relationship to an urban condition. One such articulation may acknowledge the corner of a block; another may emphasize an entrance; yet another may receive the visual axis of an adjacent street. Neither The Aegean nor The Baltic display such a technique.

Building Frontages - 2...The frontage of a building, and its character, is a primary contributor to the nature of the pedestrian experience and influences pedestrian activity at the street level. The frontage is that elevation which faces a public street or public open space. The inclusion of a sitting wall will help achieve this design standard.

Building Frontages - 3. The frontages of new buildings shall be harmonious with the block face on both sides of its street. The existing buildings will provide the design context unless they are non-conforming or noncontributing. Applicants are expected to provide drawn and/or photo documentation of the block faces with the frontage proposed building drawn. The buildings do not draw any influence from the house in the middle of the 2 buildings.

Building Frontages - 5. The middle of the building shall be differentiated from the base by a transition line at the top of the first, second or third floor. The transition line's specific location is determined primarily by the overall height of the building and that of the adjacent buildings. The design does not provide a transition line which differentiates the middle from the base.

Director Comments and Recommendations

This project should proceed to the planning board with the following requirements:

The garage door color and industrial look be re-examined.
The concrete base of the building be texturized or another measure to mitigate its unfinished look.

English Ivy be switched to Boston Ivy
Full details of the roof deck including proposed shade structures and lighting plan including photometrics
The Bergh Street view of the Aegean shall be re-examined to give it more visual interest.
Utility meter screening design will be presented to the planning board.
Street furniture must be provided.
Wheel stops in the garage need to be provided.
Canopy and shade screens must be thought out now and provided.
The roof deck shall be limited to residents only. There shall be no music played on the roof deck or sound mitigation measures must be provided.

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-195
Special ruling permit 1239 had expired and pocket license was renewed inadvertently. A 1239 permit has been applied for the 2020-2021 period.

RESOLUTION NO. 2021-195

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION RESCINDING LIQUOR LICENSE 1303-33-013-001 MONMOUTH LODGE #122, IBPOE FOR THE 2020-2021 LIQUOR LICENSE RENEWALS

WHEREAS, on October 14 ,2020, the City of Asbury Park approved liquor license 1303-33-013-001, Monmouth Lodge #122, IBPOE, which is in pocket status; and

WHEREAS, if a liquor license is inactive for two licensing year, the applicant must petition and affidavit to the Director to continue to maintain their inactive status; and

WHEREAS, the aforementioned liquor license has applied for the petition and is awaiting approval from the Director; and

WHEREAS, a liquor license cannot be approved by the governing body without receiving approval of the petition from the Director; and

WHEREAS, the City of Asbury Park inadvertently approved the aforementioned liquor license without the Director's approval of the petition.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that liquor license 1303-33-013-001, Monmouth Lodge #122, IBPOE be rescinded; and

BE IT FURTHER RESOLVED that once the aforementioned liquor license receives approval from the Director, a resolution will be adopted by the Mayor and City Council approving their liquor license as an inactive license.

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. 2021-195 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-197

RESOLUTION NO. 2021-197

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING MONMOUTH LODGE 122 IBPOE OF WPRIDE OF ASBURY TEMPLE 64 FOR 2020-2021 LIQUOR LICENSE RENEWAL TERM.

WHEREAS, on October 14 , 2020, the City of Asbury Park approved liquor license 1303-33-013-001 Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64; and

WHEREAS, a liquor license cannot be approved by the governing body without receiving approval of the petition from the Director; and

WHEREAS, the City of Asbury Park inadvertently approved the aforementioned liquor license without the Director's approval of the petition.

WHEREAS, at the April 14th, 2021, Council Meeting, the City Council rescinded liquor license 1303-33-013-001 Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 as the petition was not approved by the Director as of that date; and

WHEREAS, the City Clerk received written confirmation from the Division of Alcohol Beverage Control that the Director has approved the petition and that liquor license 1303-33-013-001 Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 can now be approved by the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that liquor license 1303-33-013-001 Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 be approved.

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. 2021-197 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 15th DAY OF April, 2021.

MELODY HARTSGROVE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2021-16

2021 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 1.0% 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 2021 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 2.5% increase in the budget for said year, amount to $1,099,657.18. 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 2021 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 $1,539,520.05. And the CY 2021 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. 2021-16 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

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MELODY HARTSGROVE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2021-17

AN ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT PROPERTY LOCATED AT 1100 BLOCK OF LANGFORD STREET IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED,"HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the City of Asbury Park (the "City') has been requested to create an additional handicapped parking space adjacent to property located at 1100 Langford St., in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at the 1100 block of Langford Street. a point located 90 feet south of the south/east corner of Fourth Avenue and Langford St, on Langford St. and extending 20 feet east on center therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

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

1. There is hereby established an additional restricted parking space adjacent to the property located at the 1100 block of Lanford Street, in the City, on the Asbury Park City Tax Map, which the space should be in the 1100 block of Langford St. space shall begin at a point located 90 feet south/east corner of Fourth Ave and Langford St. on Langford St and extending 20 feet on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said

parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

Name of Street	**Side**	**Location**
Langford Street	South	1100 block of Langford St., in the City, on Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 90 feet south of the south/east corner of Fourth Avenue and Lanford St, on Langford St. And extending 20 feet on center therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of

Transportation within thirty (30) days of the adoption thereof.

I, 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. 2021-17 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

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MELODY HARTSGROVE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2021-9

AN ORDINANCE AUTHORIZING THE PARTICIPATION OF THE CITY OF ASBURY PARK IN THE COMMUNITY ENERGY AGGREGATION PROGRAM THAT CREATES AN OPTION FOR 100% REGIONALLY SOURCED RENEWABLES, AND AMENDING AND SUPPLEMENTING THE "CODE OF THE CITY OF ASBURY PARK," IN ORDER TO CREATE A NEW CHAPTER 21 THEREOF, ENTITLED "COMMUNITY ENERGY AGGREGATION," ACCORDINGLY.

WHEREAS, there is broad scientific consensus that Earth's climate is warming, and this warming is being caused by human activities that cause the release of greenhouse gases due to use of fossil fuels; and

WHEREAS, climate change has far reaching impacts, including increasing the likelihood of extreme weather events, sea level rise, flooding, drought, and mass extinctions; and

WHEREAS, co-pollutants from burning fossil fuels create significant respiratory ailments and deaths; and

WHEREAS, the impact of climate change can cause damage to public parks, roads, municipal properties, and equipment; and

WHEREAS, the cost of providing basic public services such as water treatment and snow removal can increase with climate change; and

WHEREAS, resources for first responders can be strained when climate change related extreme weather events arise; and

WHEREAS, it is less expensive to plan for and mitigate the impacts of climate change, rather than respond to emergencies when they happen; and

WHEREAS, many of the costs associated with the impacts of climate change or mitigating those impacts will be borne by state and local budgets, putting further strain on overstressed budgets; and

WHEREAS, studies show the feasibility of creating an energy system that is 100% renewable energy, while creating jobs and improving public health; and

WHEREAS, many municipalities currently lack the professional expertise and resources to mitigate climate change; and

WHEREAS, the United States was signatory to the Paris agreement that is working to strengthen the global response to the threat of climate change; and

WHEREAS, the Mayor and Council of Asbury Park City (the "City") are interested in mandating 100% renewable electricity; and

WHEREAS, PJM Interconnection (PJM) is a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, and the District of Columbia, but renewable electricity created outside of the PJM grid cannot be directly utilized by residents of the City; and

WHEREAS, prioritizing generation of renewable electricity in the region served by the PJM grid will help improve local air quality, improve public health impacts, and decrease costs; and

WHEREAS, the Government Energy Aggregation Act, N.J.S.A. §§48:3-93.1, *et seq.*, governs the establishment of a Government Energy Aggregation Program ("Program"), which is a government-operated purchasing cooperative through which multiple energy consumers purchase energy together under the auspices of a government aggregator; and

WHEREAS, state regulations at N.J.A.C. §14:4-6.2 and 6.4(a) provide that a municipality may establish a Program to provide energy not only for the facilities of the municipality or county that establishes the Program (the lead agency), but also for residential and non-residential customers within the geographic boundary of one or more of the participating municipalities: and

WHEREAS, state regulations at N.J.A.C. §14:4-6.2 and 6.4(a) allow a municipality to choose to participate in a Program established by another municipality; and

WHEREAS, the City has been participating in a coalition of Monmouth County municipalities, the Sustainable Monmouth Alliance, for the purpose of pooling purchasing and negotiating power for better energy pricing and improved environmental outcomes; and

WHEREAS, on August 13, 2020, the City passed a resolution authorizing the City to participate in a Government Energy Aggregation Program, with the Borough of Red Bank ("Borough") agreeing to be the lead agency, meaning it was to establish and manage the Program, including drafting the request for proposals for engaging the energy management consultant, and a rubric to assess responses to it; and

WHEREAS, on October 14, 2020, the the Borough Council passed an ordinance establishing a Program with the Borough as lead agency,

WHEREAS, state regulations at N.J.A.C. §14:4-6.4(c) provide that a municipality choosing to participate in a Program shall do so by ordinance,

NOW, THEREFORE, BE ORDAINED and enacted by the City Council of Asbury Park City, in the County of Monmouth, New Jersey, that the Code of the City of Asbury Park is amended by adding Chapter 21 as follows:

Chapter 21. Community Energy Aggregation

§ 21-1 Authorization.

The Asbury Park City ("City") hereby ordains that it shall participate in the Community Energy Aggregation Program for residential and non-residential customers served by the JCP&L distribution system and established by the Borough of Red Bank ("Borough"), in accordance with the provisions of the Government Energy Aggregation Act, N.J.S.A. §§48:3-93.1, *et seq.*, and the rules promulgated thereunder, N.J.A.C. §4:4-6.1, *et seq*.

§ 21-2. Lead Agency.

The Borough shall be the lead agency and any agreements entered into in connection with the Community Energy Aggregation Program by authorized personnel shall be subject to review by the City.

§ 21-3. Electric Distribution Aggregation Agreement; Terms; Master Performance Agreement.

a. The Mayor of Asbury Park City ("Mayor") shall be and is authorized to execute and the Clerk to attest to the execution of and Electric Distribution Aggregation Agreement, in a form acceptable to City, with JCP&L.

b. Pursuant to the terms and conditions of the Government Energy Aggregation Act and the rules promulgated thereunder, and specifically N.J.A.C. §14:4-6.2, the Borough shall oversee the Community Energy Aggregation Program ("CEA") as lead agency and, in that capacity, and consistent with applicable rules, shall solicit requests for proposals for electric generation service and energy aggregation services on behalf of City's residents and businesses. The Borough may execute and enter into a contract for such services, subject to §21-1.3(C)-(D), and provided that the lowest qualified bid price for electricity generation service is consistent with N.J.A.C. § 14:4-6.9 and notice is provided to residential customers should the price exceed the benchmark price, as required by N.J.A.C. §14:4-6.9(g). Pursuant to the regulations of the Government Energy Aggregation Act, a public notice of the CEA will be issued whereby non-residential energy consumers may opt into the CEA and residential customers may opt out.

c. The CEA must be fully implemented within one (1) year of the passage of this ordinance. Request for proposals for electricity generating services must state that no contract will be awarded unless it has an option for customers to opt up to 100% renewable electricity and a minimum percentage of renewable electricity for all program participants of:

    1. 30% from program inception through December 31, 2021;
    2. 40% from January 1, 2022 through December 31, 2023;

3. 50% from January 1, 2024 through December 31, 2025;
4. 65% from January 1, 2026 through December 31, 2027;
5. 80% from January 1, 2028 through December 31, 2029; and
6. 100% after December 31, 2029.

d. The renewable electricity attributes for the CEA will be Class I, NJ PJM Renewable Energy Credits from the current calendar year, unless the municipality opts to enter into a power purchase agreement with a solar or wind energy provider to provide both energy and attributes together to meet some or all of the requirements of subsections C and D of this section The Mayor may not execute and enter into a contract for electricity generating services unless it meets the renewable percentages specified in §21-3(C).

e. The Mayor may also execute a master performance agreement that obligates the participants in the CEA to purchase electricity at terms and conditions stated therein with a third-party supplier who has been awarded the contract by City on behalf of participating members of the CEA, and provided that such contract shall be at prices reasonably forecast and estimated by the City to provide for basic generation service by JCP&L.

BE IT FURTHER ORDAINED that if any article, section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect, and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all other ordinances in conflict or inconsistent with this Ordinance are hereby repealed, to the extent of such conflict or inconsistency. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the City, the provisions hereof shall be determined to govern.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon final passage and publication as required by 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 ORDINANCE NO. 2021-9 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

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MELODY HARTSGROVE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2021-12

AN ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS PERTAINING TO THE FISHERMAN'S LOT PARKING LOT

WHEREAS, the City of Asbury Park (the "City") has previously established certain traffic regulations within the City; 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 regulations, the parking conditions have been evaluated by the City's Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; 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.

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 amended traffic 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:

7-11 TIME LIMIT PARKING.
7-11.1 Parking Time Limited on Certain Streets.
(2000 Code § 7-11.1; Ord. No. 1168 § 2; Ord. No. 2027 § 2; Ord. No. 2043 § 1; Ord. No. 2075 § 1; Ord. No. 2094 § 1; Ord. No. 2122 § 1; Ord. No. 2129 § 1; Ord. No. 2204 § 1; Ord. No. 2289 § 1; Ord. No. 2352 § 1; Ord. No. 2376; Ord. No. 2605; Ord. No. 2874; Ord. No. 2906; Ord. No. 2936; Ord. No. 2982; Ord. No. 3001; Ord. No. 2015-15; Ord. No. 2015-20; Ord. No. 2015-51; Ord. No. 2017-14; Ord. No. 2017-26; Ord. No. 2017-42; Ord. No. 2018-23; Ord. No. 2018-28)

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described.
Name of Street Sides Hours Time Limit Location

Name of Street	Sides	Hours	Time Limit	Location
Fisherman's Parking Lot	Entire Lot	9:00 a.m. - 9:00 p.m.	3 hours	Along Deal Lake Drive

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. 2021-12 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

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MELODY HARTSGROVE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2021-13

AN ORDINANCE LIMITING SERVICE FEES CHARGED TO RETAIL FOOD HANDLING ESTABLISHMENTS BY THIRD-PARTY FOOD TAKEOUT AND DELIVERY SERVICE APPLICATIONS AND INTERNET WEBSITES DURING SUCH TIMES WHEN THE RESTRICTIONS UPON SUCH FEES IMPOSED BY STATE LAW ARE INOPERATIVE, AND AMENDING AND SUPPLEMENTING "THE CODE OF THE CITY OF ASBURY PARK" ACCORDINGLY.

WHEREAS, on June 26, 2020, the Governor signed into law Senate Bill 2437 ("S. 2437"), now known as P.L. 2020, c. 42, restricting the fees charged to restaurants by third-party food takeout and delivery service applications and internet websites for takeout and delivery services; and

WHEREAS, by its own terms the restrictions imposed by S. 2437 apply only "during and until the first day of the third month following any state of emergency declared by the Governor in response to COVID-19 that restricts restaurant dine-in service to <u>less than 25% of the maximum capacity allowed by law</u>" (emphasis supplied); and

WHEREAS, on September 1, 2020, the Governor signed Executive Order No. 183 which permitted restaurants to increase the capacity of indoor dining to 25% of the maximum capacity allowed by law; and

WHEREAS, the effect of Executive Order No. 183 was to render the restrictions on third-party fees imposed by S. 2437 to become <u>inoperative</u> in accordance with the very terms of S. 2437; and

WHEREAS, thereafter, on February 3, 2021, the Governor signed Executive Order No. 219 permitting restaurants to increase the capacity of indoor dining to 35% of the maximum capacity allowed by law; and

WHEREAS, thereafter, on March 11, 2021, the Governor signed Executive Order No. 230 permitting restaurants to increase the capacity of indoor dining to 50% of the maximum capacity allowed by law, to be effective as of March 19, 2021; and

WHEREAS, though the extent of indoor dining has been gradually increased to 50% of the maximum capacity allowed by law per the Executive Orders referenced above, these actions will not significantly reduce the financial hardship that has been suffered by restaurants as a result of COVID-19, which continue to rely upon third-party food takeout and delivery service applications and internet websites in order to remain open and survive; and

WHEREAS, the Mayor and Council of the City of Asbury Park conclude that it is in the best interests of the health, safety and welfare of the public to continue to restrict the fees charged by third-party services whenever the restrictions imposed by S. 2437 are inoperative by its own terms, <u>as long as the State of Emergency caused by COVID-19 remains in effect</u>; and

WHEREAS, the Mayor and Council wish to update Section 28-3 of the City Code, in certain limited respects, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City

Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Section 28-3, entitled "Food Handling Establishments," of Chapter 28, "Health Regulations," of "The Code of the City of Asbury Park, New Jersey," is hereby amended and supplemented as follows (additions are shown with underline, deletions are shown with ~~strikethrough~~):

§ 28-3. FOOD HANDLING ESTABLISHMENTS.

§ 28-3.1. Definitions.

As used in this chapter:

APPROVED

shall mean any article of food or drink, a source of food or drink, a method, a device, or a piece of equipment which meets the requirements of the Health Officer/Chief Code Enforcement Officer or their designee of the City, or the State Department of Health.

EMPLOYEE

shall mean any person who handles food or drink during preparation or servicing, or who comes in contact with any eating or cooking utensil, or who is employed in a room in which food or drink is prepared or served.

ENFORCING OFFICIAL

shall mean the Health Officer/Chief Code Enforcement Officer or their designee or other official possessing a license issued by the State Department of Health under the provisions of N.J.S.A. 26:1a-41, except that for violations of Section 28-3.7 below, the Municipal Emergency Management Coordinator shall be the Enforcing Official.

INTERNET WEBSITE

shall mean, for the purposes of this Section, any online food ordering and delivery service that allows a consumer to place an order for takeout or delivery from a restaurant.

RETAIL FOOD HANDLING ESTABLISHMENT

shall mean a restaurant, tavern, box lunch establishment, bakery, meat market, delicatessen, luncheonette, caterer, soda fountain, food vending vehicle, and any other place in which food or drink is prepared or stored for public consumption, distribution, or sale at retail, including any vehicle used in connection therewith and all places where water for drinking or culinary purposes is available for public use.

SANITIZE

shall mean the rendering of eating and drinking utensils free from disease-producing bacteria so that they have been so cleansed and disinfected as to have a total bacterial count of not more than one hundred (100) per utensil when sampled in accordance with approved method in an approved laboratory.

THIRD-PARTY FOOD TAKEOUT AND DELIVERY SERVICE APPLICATION

shall mean any online food ordering and delivery service that allows a consumer to place an order for takeout or delivery from a restaurant.

UTENSIL

shall mean any kitchenware, tableware, glassware, cutlery, containers, or other equipment with which food or drink comes in contact.

§ 28-3.2. Certificates of Approval.

a. No person shall operate a retail food handling establishment unless a Certificate or approval of an existing Certificate to operate same shall have been issued by the Health Officer/Chief Code Enforcement Officer or their designee. The certificate shall not be issued except after inspection of the premises proposed to be operated are found to be in full compliance with this chapter. Such Certificate or approval of an existing Certificate shall be posted in a conspicuous place in such establishment.

b. There shall be charge of five ($5.00) dollars for such Certificate or approval of an existing Certificate.

c. Certificates issued or approved under the provision of this chapter expire annually on December 31. Application for renewal shall be submitted with the required fee prior to January 1.

d. A person conducting an itinerant retail food handling establishment shall secure a Certificate; or if such person is the holder of a Certificate issued by the Health Officer/Chief Code Enforcement Officer or his designee of another jurisdiction, the Certificate may be approved by the Health Officer/Chief Code Enforcement Officer or their designee and there shall be a fee of five ($5.00) dollars charged for such approval.

§ 28-3.3. Certificates, Revocation and Transfer.

a. A Certificate or approval of Certificate may be suspended or revoked for a violation by the holder of any provisions of this chapter, after an opportunity for a hearing by the Mayor and Council.

b. A Certificate or approval of a Certificate issued by another Board of Health is not transferable.

§ 28-3.4. Mercantile License.

The City Clerk shall not issue a Mercantile License to any applicant for any retail food handling establishment unless and until the applicant produces a Certificate issued by the Health Officer/Chief Code Enforcement Officer or their designee in accordance with this section.

§ 28-3.5. Inspection of Retail Food Handling Establishments.

The Enforcing Official shall inspect, as often as he/she deems necessary, every retail food handling establishment. The person operating a retail food handling establishment shall permit access to all parts of the establishment and shall make available all records of food purchased

upon request of the Enforcing Official.

§ 28-3.6. Closure for Infection.

If the Enforcing Official has reason to believe that any retail food handling establishment is or may be a source of food-borne infection, he/she shall advise the owner, manager, or employees thereof accordingly and order appropriate action to be taken, which will eliminate the source of infection. In the event such action is not taken immediately, he/she may order such establishment to be closed and post a statement in a conspicuous place at the entrance thereof, stating "The sale of food or drink in this establishment is forbidden - Health Officer of the City of Asbury Park," which order shall be effective and statement shall remain posted until the action ordered to eliminate the source of food-borne infection has been completed. The Enforcing Official, who believes an employee of any retail food handling establishment is ill or infected with a disease, or may be a carrier of a disease, which may be transmitted through food, may order him/her to leave the establishment and order the employer to prohibit such employee from returning to work until permission is granted to return by the Health Officer/Chief Code Enforcement Officer or their designee.

~~§ 28-3.7.~~ Third-Party Food Takeout and Delivery Service Application and Internet Website Fees; Limitations.

a. During such times when the restrictions imposed by P.L. 2020, c. 42 (also known as "S. 2437") on third-party food takeout and delivery service application and internet website fees are not in effect (per the express terms of S. 2437) and the State of Emergency caused by COVID-19 remains in effect, it shall be unlawful for any third-party food takeout and delivery service application or internet website to charge a service fee to a retail food handling establishment for takeout or delivery service greater than:
   1. 15% of the cost of the individual order; or
   2. 5% of the cost of the individual order when the order is delivered by an employee of the retail food handling establishment or an independent contractor with whom the retail food handling establishment has contracted directly.

b. It shall be unlawful to reduce the compensation rates or gratuities paid to a delivery service driver because of the limits on fees imposed by this Section.

c. Notwithstanding any existing agreement in effect prior to the effective date of this Section, it shall be unlawful for a third-party food takeout and delivery service application or internet website to charge a retail food handling establishment a fee per order greater than the fee allowed by this Section for services, including but not limited to, fees for promotions, advertising, marketing, or delivery. Any fees in a pre-existing agreement greater than those permitted by this Section shall be void and unenforceable against a retail food handling establishment.

d. The provisions of this Section shall not be construed to limit the right of any retail food handling establishment to choose by agreement to pay an additional 5% percent of the cost of the individual order to access additional advertising or other services offered by any third-party food takeout and delivery service application or internet website. However, any retail food handling establishment that chooses to pay a service fee that is greater than the fee set forth in the provisions of this Section shall be required to

affirmatively elect to pay that fee regardless of any contract that is in effect on the effective date of this Section.

e. For the purpose of subsection d, the parties to an agreement to pay for additional services may define the term "cost of an order" to include tips, service charges and any additional fees associated with an individual order.

f. The Municipal Emergency Management Coordinator shall be responsible for enforcement of the provisions of the within Section 28-3.7 of this Chapter.

§ 28-3.8. Penalty.

Any person who violates any provision of or order promulgated under this chapter shall, upon conviction, be liable to the penalty stated in Chapter I, Section 1-5. With regard to violations of Section 28-3.7 above, each order for which a fee charged exceeds the fee permitted by Section 28-3.7 shall be considered a separate offense.

BE IT FURTHER ORDAINED, all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-13 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

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MELODY HARTSGROVE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2021-14

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 4-9, ENTITLED "DISPLAY OF MERCHANDISE IN PUBLIC AREAS; OUTDOOR/SIDEWALK CAFES," OF CHAPTER 4, "GENERAL LICENSING," OF "THE CODE OF THE CITY OF ASBURY PARK."

WHEREAS, the Mayor and City Council wish to make certain revisions to the City Code relating to outdoor/sidewalk café licenses within the City, as set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that various subsections of Section 4-9, entitled "Display of Merchandise in Public Areas; Outdoor/Sidewalk Cafés," of Chapter 4, "General Licensing," of "The Code of the City of Asbury Park, New Jersey," are hereby amended and supplemented in the following specific respects as follows (additions are shown with underline, deletions are shown with ~~strikethrough~~):

§ 4-9. DISPLAY OF MERCHANDISE IN PUBLIC AREAS; OUTDOOR/SIDEWALK CAFES.

§ 4-9.1. Definitions.

For the purpose of this section:

MERCHANT WARES

shall include, but not be limited to, merchandise, chattels or other articles for sale to the public, along with accompanying showcase(s), stand(s), sales counter(s), sales apparatus, cart(s), vehicle(s), and/or other necessary items used for purposes of display.

OUTDOOR/SIDEWALK CAFE

shall mean an area adjacent to a restaurant, bar, market or other commercial establishment that is intended to be utilized for the purpose of outdoor dining, including the service of food and/or beverages, and which is required to be licensed pursuant to this section.

PUBLIC AREA

shall include, but not be limited to, that portion of a public sidewalk, public right-of-way, public plaza, public boardwalk, or public park~~, or public beach,~~ which immediately abuts a commercial establishment. For purposes of this section, the public beach shall not be construed as a public area which is subject to licensing as an outdoor cafe.

REQUIRED PEDESTRIAN PASSAGEWAY

shall mean an area of sidewalk, parallel to the principal façade and the curbline, at least five (5) feet wide between the adjacent building and the adjacent curb, which are shall be unobstructed by trees, tree wells, light poles, trash receptacles, sign poles and posts, telephone booths and similar structures. The pathway shall not meander around obstructions, and should be aligned via a constant offset from the curbline as determined by the City.

§ 4-9.3. Regulations.

Any person who wishes to utilize a public area as defined herein in the manner specified in this section and who obtains the proper license from the City Clerk or duly authorized representative of the City Clerk is required to adhere to the following regulations:

a. Merchant wares and/or outdoor/sidewalk cafés to be located in public areas as defined herein must be placed in such a manner that the displays or café is no further ~~than sixty (60) feet from the commercial establishment in any public area that is part of the public beach, nor further~~ than twenty (20) feet from the commercial establishment in any public area that is part of the public boardwalk, nor further than fifteen (15) feet from the commercial establishment in all other public areas. Additionally, no furniture, apparatus, decoration or appurtenance used in connection with the display of merchant wares or the operation of the outdoor café shall be located in or project or protrude into any required pedestrian passageway, and such encumbrances shall not pose a safety hazard to the general public or be located in such a way as to impede the safe and speedy ingress and egress to or from any building or structure.

§ 4-9.5. Annual Licensing Fees.

a. Public Areas on the Boardwalk ~~or Beach~~. Any person submitting an application to use a portion of the boardwalk ~~or beach~~ in the manner specified in this section shall pay an annual licensing fee of fifty ($50) dollars, plus four ($4) dollars per square foot of the boardwalk area ~~or six ($6) dollars per square foot of the beach area~~ that they intend to utilize.

b. Other Public Areas. Any person submitting an application to use public areas as defined herein other than the boardwalk ~~or beach~~ in the manner specified in this section shall pay an annual licensing fee of fifty ($50) dollars, plus four ($4) dollars per square foot of the public area that they intend to utilize.

BE IT FURTHER ORDAINED, all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be

severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-14 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

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MELODY HARTSGROVE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, CORRECTING A SCRIVENER'S ERROR IN ORDINANCE 2021-2

WHEREAS, on February 24, 2021, the City Council of Asbury Park adopted Ordinance 2021-2, entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETSCAPE, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 3801, LOTS 1.01, 1.03, AND 1.05 WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT OF THE COST THEREOF' (the "Ordinance"); and

WHEREAS, a typographical error was identified in the Ordinance; and

WHEREAS, the City wishes to correct the error, which inadvertently references the wrong Block and Lot designation for the Property subject to the Special Assessment as Block 4002, Lot 1; and

WHEREAS, the correct block and lot designation is Block 3801, Lots 1.01 1.03, and 1.05, as is stated in the title of the Ordinance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. Ordinance 2021-2 shall be amended to define the term "Property" as that property identified on the tax maps of the City of Asbury Park as Block 3801, Lots 1.02, 1.03, and 1.05.

Section 2. All other provisions of Ordinance 2021-2 shall remain unchanged.

Section 3. This ordinance shall take effect as provided by 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 ORDINANCE NO. 2021-15 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

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MELODY HARTSGROVE
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 14, 2021
RESOLUTION SUMMARY

2021-196

RESOLUTION NO. 2021-196

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION INTRODUCING THE 2021 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. 2021-196 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

CERTIFIED BY ME THIS 12th DAY OF May, 2020.

MELODY HARTSGROVE
CITY CLERK

Minutes
Meeting of the Municipal Council
Wednesday, April 14, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

CONTRACT NEGOTIATIONS

1. Berkley Oceanfront Hotel-Sound Mitigation Report-Subsequent Redeveloper Agreement

2. 1276 Washington Avenue-Interfaith Neighbors Request to Purchase City Owned Property.

ACQUISTION OF REAL PROPERTY

1. Property Known as Bradley Cove

ATTORNEY-CLIENT PRIVILEGE

2021-168 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

A. Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Remote	
Yvonne Clayton	Councilmember	Remote	
Jesse Kendle	Councilmember	Remote	
Amy Quinn	Deputy Mayor	Remote	
John Moor	Mayor	Remote	
Melody Hartsgrove	City Clerk	Remote	

Donna Vieiro	City Manager	Remote	
Frederick Raffetto	City Attorney	Remote	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

PROCLAMATIONS

1. Alphabets Preschool-Proclaiming March 26, as SEL Day.
   Proclamation for Alphabets Preschool, March 26th as SEL Day.

2. Elizabeth Arteaga-Celebrating 30 years in Asbury Park
   Proclamation for Elizabeth Arteaga celebrating 30 years in Asbury Park.

Matters from City Council

Council member Chapman stated, I just want to remind everyone that on Saturday, April 24th there is a cleanup planned for both Sunset and Wesley Lakes. We hope you come out and join us. We've also got quite a few phone calls and emails about the upcoming election on April 20th. As most of you know there has been a group of petitioners who developed a petition for rent leveling and their proposed ordinance will be on a Special Election on April 20th. The City has also, after much research, created a rent leveling ordinance that was adopted in March and we feel that was the best ordinance for our 15,000+ residents. The confusion to people was they don't understand the "yes" and the "no" part. If you agree that the rent leveling ordinance that the City has passed is in the best interest of this city than you would want to vote "no." If you wanted to vote on the rent leveling ordinance for the petitioner's then you would vote "yes." So that is the difference there. The other thing that was confusing to people is that they don't realize the polls are open for voting. So you can go cast your vote in person if you haven't requested or received an absentee ballot.

Council member Clayton stated, I just wanted to update you that free COVID testing is still happening at the transportation center. You have another half hour this evening while they are still testing, and the next testing will take place on May 12th at the transportation center from 4:00PM to 7:00PM. Also, any Asbury Park resident who is eligible to receive a vaccination and needs assistance, call 732-775-0960. Leave a message with your name, age, phone number, and address and a staff member will call you back. This number is staffed 24 hours, so please if you need assistance don't hesitate to contact us.

Council member Kendle stated, a question came to me that I cannot answer, about cab drivers. The question was, do the cab drivers spray their car after they pick up a person or leave a person

that they dropped off. Maybe it's something that Donna or Fred can get back to me and let me know. The second thing I wanted to talk about is when you first got your vaccine shot, they gave you a card and put the date on it. After the second vaccine, it has two dates on it. It was told to me when I went and got my shots to make sure you don't lose this card because you never know when you're going to need it again.

Deputy Mayor Quinn stated, I want to thank Michele Alonso. I know those zoning ordinances have been a long time coming and a number of committees and smaller committees worked on it. So kudos to everyone who put the time and effort into those changes.

Mayor Moor stated, please everyone continue to mask up and social distance. We are not out of the woods yet, everyone stay safe.

Matters from City Manager
City Manager, Donna Vieiro had no matters at this time.

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

MATTERS FROM CITY COUNCIL

MATTERS FROM CITY MANAGER

MATTERS FROM CITY ATTORNEY

ITEMS TO BE PRESENTED BY MICHELE ALONSO, DIRECTOR OF PLANNING & ZONING.

Presentation by Michele Alonso, Director of Planning and Redevelopment regarding Amendments to Chapter 30 of the City Code (Land Development Regulations)

Director of Planning and Redevelopment, Michele Alonso presented Amendments to Chapter 30 of the City Code (Land Development Regulations) to Mayor and Council.

Presentation by Michele Alonso, PP, AICP, Director of Planning and Redevelopment regarding amendment to the Central Business District (CBD) Redevelopment Plan requested by Asbury Park Brewery

Director of Planning and Redevelopment, Michele Alonso presented Amendments to the Central Business District Redevelopment Plan requested by Asbury Park Brewery to Mayor and Council.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Peter Siegel made a comment on campaign messaging for the upcoming special election, Pam Lamberton, Maureen Nevin, Kerry Butch, and Felicia Simmons all made comments on the rent stabilization ordinance, Rita Marano made a comment on Resolution 2021-184, Tracy Rogers made a comment on campaign messaging for the upcoming special election, Brad Batcha made a comment on the property located at 1117 Sunset Avenue, and Ernest Mignoli made a comment on the Ansell, Grimm and Aaron Law Firm. A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Kendle. All were in favor.

MINUTES

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

1. Municipal Council - Regular Meeting - Mar 24, 2021 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2021-169 Resolution Approving Special Event Applications

2021-170 Resolution Amending Temporary Budget Appropriations for 2021 Budget

2021-171 Resolution Authorizing the Disposition of Surplus Property

2021-172 Resolution Authorizing the Annual Renewal of SDL Software

2021-173 Resolution Accepting Award of a Safe Routes to School Grant and Associated Design Assistance from NJDOT and Authorizing Signatories

2021-174 Resolution Amending Resolution No. 2021-156, Adopted on March 24, 2021 And Entitled as Follows: “Resolution Temporarily Relaxing Existing Ordinances and Procedures Associated with Review and Approval for Existing Restaurants and Food Establishments and Retail Businesses to Offer Outdoor Dining and Outdoor Displays.”

2021-175 Resolution Authorizing an Appointment to the Housing Authority

2021-176 Resolution Authorizing the Purchase of Concrete From Suffolk Redi-Mix for Sidewalk Repairs

2021-177 Resolution Authorizing Purchase of Access Control Security System at the Firehouse

2021-178 Resolution Authorizing the Purchase of Various Traffic Signal Parts for the Transportation Utility

2021-179 Resolution Authorizing a Professional Services Contract to General Code for Ordinance Codification

INDIVIDUAL RESOLUTIONS

2021-180 Resolution Approving Payment of Bills

Council member Chapman abstained from item 21-00669.

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

2021-181 Resolution Authorizing Purchase of New Sign Displays

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

2021-182 Resolution Authorizing a Payment to the Asbury Park Library for the Removal and Purchase of Six Honeywell Air Conditioning Units Through Community Development Block Grant (CDBG)

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

2021-183 Resolution Authorizing the Purchase and Installation of an Electronic Digital Message Center Sign from Daktronics for Springwood Park

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

2021-184 Resolution Authorizing the Reappointment of Donna M. Vieiro as Municipal Manager and Authorizing the Execution of an Employment Agreement Relating Thereto

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

2021-185 Authorization to Ratify the PBA Local 6 Union Contract

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

2021-186 Resolution Authorizing the Award of a Contract for the Kennedy Park Concession

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

2021-187 Resolution Authorizing the City Manager to Execute a Contract with Rosario Contracting Corporation for the Demolition of 1117 Sunset Avenue Asbury Park, NJ

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

2021-188 Resolution Awarding a Contract for Sunset Lake Pond Management

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

2021-189 Resolution Awarding a Contract to Ben Shaffer Recreation for Installation of New Playground Equipment located at Seventh and Ocean Avenue.

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

2021-190 Resolution Awarding Contract to Ben Shaffer Recreation for the Purchase and Installation of a Bandshell for Springwood Park

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

2021-191 Resolution Awarding of a Contract to Millennium Communications Group for Security Cameras

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

2021-192 Resolution Awarding of a Contract to Millennium Communications Group for Fiber Extension

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

2021-193 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with K. Hovnanian Holdings NJ, LLC for the development of property located at as Block 4003, Lots 1,2, and 16 (the "Baltic Property") and Block 4003, Lots 12,13, and 14 (the "Aegean Property")

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

2021-194 A Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To K. Hovnanian Holdings NJ, LLC Regarding residential development on Block 4003 Lots 1,2 ,12, 13, 14 and 16; And Referring The Matter To The Planning Board For Appropriate Approvals

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

2021-195 Resolution Rescinding Liquor License 1303-33-013-001 Monmouth Lodge #122, IBPOE for the 2020-2021 Liquor License Renewals

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

2021-197 Resolution Approving Monmouth Lodge 122 IBPOE for 2020-2021 Liquor License Renewal Term.

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

ORDINANCES

Introduction

2021-16 2021 Cap Rate Ordinance

RESULT:	**INTRODUCED [UNANIMOUS]**
	Next: 5/12/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-17 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1100 Block of Langford Street in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled,"Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

RESULT:	**INTRODUCED [UNANIMOUS]**
	Next: 4/28/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2021-9 An Ordinance Authorizing The Participation of The City Of Asbury Park In The Community Energy Aggregation Program That Creates An Option For 100% Regionally Sourced Renewables, And Amending And Supplementing The "Code Of The City Of Asbury Park," In Order To Create A New Chapter 21 Thereof, Entitled "Community Energy Aggregation," Accordingly.

A motion to open 2021-9 to the public was made by Council member Chapman and seconded by Council Member Clayton. All in favor. The following members of the public spoke: Charlie Kratovil, Ernest Mignoli, Peter Siegel, Rita Marano, Kerry Butch, Matt Crescio, and Maureen Nevin made comments regarding the community energy aggregation program.
A motion to close 2021-9 was made by Council member Kendle and seconded by Council member Chapman.

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

2021-12 AN Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to The Fisherman's Lot Parking Lot

A motion to open 2021-12 to the public was made by Council member Clayton and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Maureen Nevin and Rita Marano made comments on the Fisherman's Lot parking lot.
A motion to close 2021-12 was made by Mayor Moor and seconded by Council member Kendle.

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

2021-13 An Ordinance Limiting Service Fees Charged to Retail Food Handling Establishments by Third-Party Food Takeout and Delivery Service Applications and Internet Websites During Such Times When the Restrictions Upon Such Fees Imposed by State Law Are Inoperative, And Amending and Supplementing "The Code of The City of Asbury Park" Accordingly.

A motion to open 2021-13 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Maureen Nevin and Rita Marano made comments on the third-party food takeout and delivery service ordinance.
A motion to close 2021-13 was made by Deputy Mayor Quinn and seconded by Mayor Moor.

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

2021-14 An Ordinance Amending and Supplementing Section 4-9, Entitled "Display of Merchandise in Public Areas; Outdoor/Sidewalk Cafes," Of Chapter 4, "General Licensing," Of "The Code of The City of Asbury Park."

A motion to open 2021-14 to the public was made by Council Member Clayton and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Rita Marano, Matt Crescio, and Maureen Nevin made comments on the Beach Bar.
A motion to close 2021-14 was made by Mayor Moor and seconded by Council Member Kendle.

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

2021-15 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Correcting A Scrivener's Error in Ordinance 2021-2

A motion to open 2021-15 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Rita Marano asked a question about the scrivener's error in the ordinance.
A motion to close 2021-15 was made by Council Member Kendle and seconded by Council Member Chapman.

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

<u>Municipal Budget Introduction 2021</u>

2021-196 Resolution Introducing the 2021 Municipal Budget

Resolution 2021-196 Introduced. Public Hearing date scheduled on 5/12/2021 6:00 PM-Municipal Council-Regular Meeting.

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

ADJOURNMENT

The meeting was adjourned at 8:13 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Chapman. All in favor.
Meeting was adjourned at 8:13 PM

IV. Statement

Respectfully submitted by:

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Melody Hartsgrove, Deputy City Clerk