Agenda
Meeting of the Municipal Council
Wednesday, April 23, 2025
REGULAR MEETING 6:00 PM

I. <u>Executive Session - 4:00 p.m.</u>

2025-185 Resolution Authorizing a meeting which excludes the public

A. <u>Public Safety</u>

1. Police Monthly Report March 2025

B. <u>Contract Negotiations</u>

1. Third SDA Amendment Somerset Asbury Park Urban Renewal Block 4105, Lot 1.01
2. Central Business District Valet Parking Proposal

C. <u>Attorney-Client Privilege</u>

II. <u>Workshop Session - 6:00 p.m.</u>

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 16, 2025, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

<u>Proclamation</u>

1. Arbor Day Proclamation

<u>Special Event Applications:</u>

<u>Items to be Presented:</u>

Matters from City Council

Matters from City Manager

Matters from City Attorney

1. Presentation by Crossroads at Asbury Park, LLC for Redevelopment of Block 2703, Lot 3 (701-705 Second Avenue)

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting April 9, 2025 4:00 PM
- Municipal Council - Regular Meeting - Apr 9, 2025 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.

2025-186 Resolution Approving Special Event Applications

2025-187 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Joanne Roesing for Property Located at 302 Third Avenue, Asbury Park

2025-188 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Crystal Wilkes for Property Located at 31 Dewitt Avenue, Asbury Park

2025-189 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Lorenzo Kersey for Property Located at 1107 Bond Street, Asbury Park

2025-190 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Carol Johnson for Property Located at 1007 Fourth Avenue, Asbury Park

2025-191 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Josephine Hammary for Property Located at 1104 Asbury Avenue, Asbury Park

2025-192 Resolution Authorizing The Issuance Of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1

2025-193 Resolution Amending Temporary Budget Appropriations for 2025 Budget

D. Individual Resolutions

2025-194 Resolution Approving Payment of Bills

2025-195 Resolution Approving a Person to Person Liquor License Transfer of Plenary Retail License Number 1303-33-042-006 From Raspberry Moon, Inc. to KB & AD Holdings, LLC

2025-196 Resolution Authorizing (LP-2B) For A Loan Application From The New Jersey Environmental Infrastructure Financing Program For The City Of Asbury Park Wastewater Treatment Plant Improvements Sponsor Name: City Of Asbury Park Loan Number: S340883-09

2025-197 Resolution Authorizing Payment for Emergency Sewer Repairs Needed

2025-198 Resolution Authorizing Purchase of Wristbands for the Beach Department

2025-199 Resolution Authorizing the Purchase of a Transmission for the Beach Kubota

2025-200 Resolution Authorizing the Purchase of Three Mini Beach Dumpsters for the Department of Public Works

2025-201 Resolution Authorizing Parts and Repairs Needed to the Beach Backhoe Loader

2025-202 Resolution Authorizing a Fertilizer and Weed Control Program at Various Locations Citywide with Controlled Growth for 2025

2025-203 Resolution Authorizing an Agreement 2025 Fire Department Apparatus and Equipment Testing

2025-204 Resolution Authorizing an Annual HVAC Preventative Maintenance Agreement with Air System Maintenance

2025-205 Resolution Authorizing the Annual Renewal of Gallagher Software for the Security System Citywide

2025-206 Resolution Authorizing the Annual Renewal of SDL Software

2025-207 Resolution Authorizing the Release of the Performance Bond For 614 Cookman Avenue, Block 2404, Lot 6 and the posting of a Maintenance Guarantee

2025-208 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Third Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC, as Master Developer, and Somerset Asbury Park Urban Renewal, LLC, as Subsequent Developer, in Connection with the Redevelopment of that Certain Real Property Located at Block 4105, Lot 1.01 (1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue) in the City of Asbury Park (Formerly Block 4105, Lots 1, 2 and a Portion of 3)

2025-209 Resolution of The Mayor and Council of The City of Asbury Park, County Of Monmouth, New Jersey Authorizing The Planning Board For The City of Asbury Park To Investigate Whether An Area Within The City Should Be Designated As An Area In Need Of Redevelopment regarding Block 2703, Lot 3 (701-705 Second Avenue)

2025-210 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendments to the Main Street 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)

2025-211 Resolution Of Support For The Establishing Of Designated Bus Stop Locations And Associated Parking Regulations Along State Route 71 By The New Jersey Department Of Transportation

2025-212 Resolution Authorizing Hiring Of Police Officers Through The Alternate Route Option Established Under The Civil Service Act, N.J.S.A. 11a:1-1 Et Seq.

E. Ordinances

Second Reading/Public Hearing

1. Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 5, Entitled “Beach, Boardwalk And Beachfront Regulations” To Prohibit Motorized Vehicles On The Boardwalk

F. Adjournment

RESOLUTION NO. 2025-185

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 23, 2025 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety
1. Police Monthly Report March 2025

B. Contract Negotiations
1. Third SDA Amendment Somerset Asbury Park Urban Renewal Block 4105, Lot 1.01
2. Central Business District Valet Parking Proposal

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.

ANTHONY CUCCI
DEPUTY CITY CLERK

Minutes
Meeting of the Municipal Council
Wednesday, April 9, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-173 Resolution Authorizing a meeting which excludes the public

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lisa Esposito	City Clerk	Absent	
Anthony Cucci	Deputy City Clerk	Present	
Kevin Starkey	City Attorney	Present	

Deputy City Clerk Anthony Cucci called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council
Council member Ahbez-Anderson stated, Good Evening, everyone. I have a flyer here from the recreation department, we would like for you to join the city of Asbury Park and the Boys and Girls Club of Monmouth County for swimming lessons Saturdays from April 19th to May 24th. Youth ages 5 to 10 from 8:00AM to 9:00Am and youth ages 11-17 9:00AM to 10:00AM. Limited space is available and the Boys and Girls Club is located at 1201 Monroe Avenue, the fee is $25 per person, it is non-refundable. Asbury Park residents only and to sign up for email is recreation@cityofasburypark.com the number is 732-502-5759 and you just saw the beautiful Ms. Leesha Floyd here so you would also be able to see her.

Council member Chapman stated, just want to let everyone know that the Asbury Park Little League will be celebrating opening day. They will have opening day ceremonies on the 12th from 11:00AM till 12:00PM there will be a parade that starts at Convention Hall and will go west to the little league field where there will be some ceremonies. It's both boys and girl little leagues so I hope you'll come out and support them.

Council member Clayton stated, I just want to alert the city residents that the Quality-of-Life Committee this year is again sponsoring cleanup dumpsters. Every other Saturday will be a different dumpster in some area of the city and you are invited to take care of spring cleaning, with decluttering. Here's an opportunity. Next session is going to be Saturday, April 19th from 10:00AM to 4:00PM and it's going to be located in the parking lot on Springwood Avenue A. And next is Easter is coming, so the city is sponsoring an Eggs-stravaganza and its going to be Sunday April 20th, from 1:00PM to 4:00PM Springwood Park, the Easter Bunny will be there. There will be Easter bags they are saying for children under 10, so please come up and celebrate Easter with the city. Thank you.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager
Acting City Manager, John Hayes had no matters at this time.

Matters from City Attorney
City Attorney, Kevin Starkey had no matters at this time.

1. Presentation by Michele Alonso, Director of Planning and Redevelopment explaining the process of Waterfront Redevelopment and redevelopment in general.

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor.

The following members of the public spoke: Regina Fellman made a comment about Asbury Park's Main Street Redevelopment Plan. Terry Edelstein made a comment about affordable housing.

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

MINUTES

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Angela Ahbez-Anderson

1. Municipal Council- Executive Meeting March 26, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Mar 26, 2025 6:00 PM**Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-174 Resolution Approving Special Event Applications

2025-175 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Jorge & Laura Bonifaz for Property Located at 915 Sunset Avenue, Asbury Park

2025-176 Resolution Authorizing the Mayor & City Council to Execute a Subordination of Mortgage for Jorge & Laura Bonifaz for Property Located at 915 Sunset Avenue, Asbury Park

INDIVIDUAL RESOLUTIONS

2025-177 Resolution Approving Payment of Bills

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-132 Resolution Authorizing the Purchase of a New Sanitation Truck for DPW

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-178 Resolution Authorizing an Agreement with Guardian Pest Control Pest Control Services at Various Locations Citywide

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-179 Resolution Authorizing the Renewal of Various Storage Units with Life Storage

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

2025-180 Resolution Approving Change Order #1 for Boardwalk Decking Removal and Replacement Project

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-181 Resolution Authorizing TIPS Purchasing Cooperative Membership

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

2025-182 Resolution Of the Municipal Council of the City of Asbury Park Authorizing the Submission of an Application by the Asbury Park UEZ Coordinator, to the New Jersey Urban Enterprise Zone Authority for Enterprise Zone Assistance Funds for the Asbury Park UEZ Area Public Safety Patrol Program for Fiscal Year 2025

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

2025-183 Resolution of Support for the Lowering of the Speed Limit Along State Route 71 by the New Jersey Department of Transportation

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-184 Resolution Authorizing The Acceptance Of A Grant From The State Of New Jersey, Department Of Law And Public Safety, Division Of Alcoholic Beverage Control, Under The Cops In Shops Summer Shore Initiative 2025 Grant Award #AL-25-07-02-01 – Sub Award #ABC-01-25

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

ORDINANCES

Introduction

2025-9 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 5, Entitled "Beach, Boardwalk And Beachfront Regulations" To Prohibit Motorized Vehicles On The Boardwalk

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 4/23/2025 6:00 PM**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:50 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:50 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk

RESOLUTION NO. 2025-186

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 23, 2025 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Bradley School “Bike Rodeo”
2. 4th of July fireworks
3. Christmas in July
4. AP Food Truck and Music Festival
5. AP Santa Run
6. Wedding- 6/20

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, ANTHONY CUCCI, Deputy 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. 2025-186 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS DAY OF , .

ANTHONY CUCCI
DEPUTY CITY CLERK

CITY OF ASBURY PARK NEW JERSEY 1897

Date Application Received:__________	
Application Fee Paid:__________	

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

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

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of $500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of $1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent 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 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, 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

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

Name of Event: Bradley Elementary School "Bike Rodeo"

Date of Event: 5/30/25 **Rain Date: N/A**

Time of Event: 8:30 AM to 10:00 AM **Setup time: 8:15 AM** **Break-down time: 10:00 AM**

Location of Event: Bradley Elementary School, 1100 3rd Avenue, Asbury Park, NJ

Type of Event (check all that apply):

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

***Wedding applicants only need to complete page 6 & 7.**

Attachment: cm 4.23.25 (2025-186 : Special Event Applications)

Date Application Received:____________

Application Fee Paid:____________

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

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

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of $500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of $1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent 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 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, 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

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

Name of Event:___4th of July Fireworks

Date of Event:___Thursday July 3, 2025 **Rain Date:_Saturday July 5, 2025**

Time of Event:_9PM to_11PM **Setup time:_7:30AM on Wednesday July 2, 2025**
Break-down time: 11:30PM

Location of Event: 1st Avenue Beach, between 2nd & 3rd Avenue Beach and 4th Avenue beach

Type of Event (check all that apply):

X Festival ☐ **Parade** ☐ **Foot Race**

Date Application Received:__________

Application Fee Paid:__________

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

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

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of $500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of $1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent 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 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, 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

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

Name of Event: "Christmas in July"

Date of Event: 7/25/25 **Rain Date:** 8/2/25

Time of Event: 9 am to 5 pm **Setup time:** N/A **Break-down time:** N/A

Location of Event: Asbury Park Boardwalk → one location

Type of Event (check all that apply):

- ☐ Festival
- ☐ Wedding*
- ☐ Bike Ride/Race
- ☐ Rally/Demonstration
- ☐ Parade
- ☐ Beach Event
- ☐ Triathlon
- ☐ Swim Event
- ☐ Foot Race
- ☐ Concert
- ☐ Multi Day Event
- ☐ Other: Salvation Army Fundraiser utilizing Kettles on Boardwalk

*Wedding applicants only need to complete page 6 & 7.

Date Application Received:____________

Application Fee Paid:____________

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

Date of Event: October 25 & 26, 2025 **Rain Date:** TBD

Time of Event: Sat: 11AM to 8PM Sun:11AM to 6PM **Setup time:** 8AM **Break-down time:** 8PM

Name of Event: Asbury Park Food Truck and Music FEASTival

Location of Event: Bradley Park

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Date Application Received:____________
Application Fee Paid:____________

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

Date of Event: 12/6/25 **Rain Date:**________

Time of Event: 10:00 AM **to** 11:30 AM **Setup time:** 6:00 AM **Break-down time:** 11:30 AM

Name of Event: Asbury Park Santa Run

Location of Event: Stone Pony

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): $500.00 (for up to 3 hours of use) $700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additional ly insured in the amount of one million dollars.(If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 6/20/25 **Ceremony start time:** 6:00 PM **End time:** 7:00 PM
Setup time: 5:00 PM **(breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)**
Location of Ceremony: Sixth Ave - ON the beach

☐YES ☒NO **Will reserved parking spaces be requested? If so, how many spaces**________
where____________________. **Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)**

Applicant 1- Name & Address: Raymond Kolb
306 - 7th Street Barnegat NJ 08005
Contact #: 609-661-4085 mom **Email Address:** slimlin6@yahoo.com mom

Applicant 2- Name & Address: Nicklis Esposito
306 - 7th Street Barnegat NJ 08005
Contact #: 609-661-4085 **Email Address:** slimlin6@yahoo.com

# of people in wedding party: 8 **# of people attending wedding:** 70

Will any of the following items be used (check all that apply):

- ☐ **Pa system**
- ☒ **Archway**
- ☒ **Chairs**
- ☐ **Canopy/tent** **(if larger than 30x30, a permit is required)**
- ☒ **Other structures:** RUNNER

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

6

Attachment: cm 4.23.25 (2025-186 : Special Event Applications)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-187
Joanne Roesing has satisfied the 10 year obligation of the RCA Program and a Discharge of Mortgage is being requested.

RESOLUTION NO. 2025-187

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR JOANNE ROESING FOR PROPERTY LOCATED AT 302 THIRD AVENUE, ASBURY PARK

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to Joanne Roesing in the amount of $67,426, for the repairs to 302 Third Avenue, Asbury Park, Block 3406 Lot 4, which was recorded at the Office of Monmouth County Clerk, Book OR-9138, Page 8133; and

WHEREAS, The City agreed to grant the borrower an interest free deferred payment loan in the amount of $67,426 on March 19th 2015 for a period of ten years; and

WHEREAS, Joanne Roesing has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 302 Third Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of Mortgage by the City with respect to 302 Third Avenue, Asbury Park.

I, ANTHONY CUCCI, Deputy 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. 2025-187 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Discharge of Mortgage

A certain Mortgage dated March 19, 2015, was made by City of Asbury Park 1 Municipal Plaza, Asbury Park NJ 07712 to Joanne Roesing, 83 Telegraph Hill Road, Holmdel NJ 07733 Property: 302 Third Avenue, Asbury Park NJ 07712

This Mortgage was made to secure payment of $ 07,426 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on Nov. 4, 2015, in Mortgage Book 9138 on Page 8133.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on April 10, 2025.

Witnessed or Attested by:

(Seal)
John Hayes, Acting City Manager

(Seal)

Lisa Esposito, City Clerk

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on April 10, 2025 John Hayes personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

PATRICIA F. MARTUSCELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 2463771
My Commission Expires 10/15/2025

Patricia F. Martuscelli
Patricia F. Martuscelli Notary
Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on April 10, 2025 John Hayes personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Acting City Manager of City of Asbury Park the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
Attn: Community Development

John Hayes, Acting City Manager
Print name and title below signature

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-188
Crystal Wilkes has satisfied the 10 year obligation of the RCA Program and a Discharge of Mortgage is being requested.

RESOLUTION NO. 2025-188

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR CRYSTAL WILKES FOR PROPERTY LOCATED AT 31 DEWITT AVENUE, ASBURY PARK

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to Crystal Wilkes in the amount of $16,586.96, for the repairs to 31 Dewitt Avenue, Asbury Park, Block 902 Lot 7, which was recorded at the Office of Monmouth County Clerk, Book OR-9102, Page 5124; and

WHEREAS, The City agreed to grant the borrower an interest free deferred payment loan in the amount of $16,586.96 on April 23rd 2014 for a period of ten years; and

WHEREAS, Crystal Wilkes has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 31 Dewitt Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of Mortgage by the City with respect to 31 Dewitt Avenue, Asbury Park.

I, ANTHONY CUCCI, Deputy 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. 2025-188 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS DAY OF , .

ANTHONY CUCCI
DEPUTY CITY CLERK

Discharge of Mortgage

A certain Mortgage dated April 23, 2014, was made by City of Asbury Park
1 Municipal Plaza, Asbury Park NJ 07712
to Crystal Wilkes, 31 DeWitt Avenue, Asbury Park NJ 07712

This Mortgage was made to secure payment of $ 16,586.96 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on March 4, 2015, in Mortgage Book 9102 on Page 5124.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on April 10, 2025.

Witnessed or Attested by:

(Seal)
John Hayes, Acting City Manager

Lisa Esposito, City Clerk

(Seal)

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on April 10, 2025 John Hayes
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

PATRICIA F. MARTUSCELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 2453771
My Commission Expires 10/15/2025

Patricia F. Martuscelli
Patricia F. Martuscelli Notary
Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on April 10, 2025 John Hayes
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Acting City Manager of City of Asbury Park the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712
Attn: Community Development

John Hayes, Acting City Manager
Print name and title below signature

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-189
Lorenzo Kersey has satisfied the 10 year obligation of the RCA Program and a Discharge of Mortgage is being requested.

RESOLUTION NO. 2025-189

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR LORENZO KERSEY FOR PROPERTY LOCATED AT 1107 BOND STREET, ASBURY PARK

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to Lorenzo Kersey in the amount of $27,900, for the repairs to 1107 Bond Street, Asbury Park, Block 2805 Lot 7, which was recorded at the Office of Monmouth County Clerk, Book OR-9109, Page 1355; and

WHEREAS, The City agreed to grant the borrower an interest free deferred payment loan in the amount of $27,900 on November 25th 2014 for a period of ten years; and

WHEREAS, Lorenzo Kersey has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 1107 Bond Street; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of Mortgage by the City with respect to 1107 Bond Street, Asbury Park.

I, ANTHONY CUCCI, Deputy 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. 2025-189 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Discharge of Mortgage

A certain Mortgage dated Nov. 25 2014, was made by City of Asbury Park
1 Municipal Plaza, Asbury Park, NJ 07712
to Lorenzo Kersey 1107 Bond St. Asbury Park, NJ 07712

This Mortgage was made to secure payment of $ 27,900 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on April 20, 2015, in Mortgage Book 9109 on Page 1855.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on April 10, 2025.

Witnessed or Attested by:

Lisa Esposito, City Clerk

(Seal)
John Hayes, Acting City Manager

(Seal)

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on April 10, 2025 John Hayes
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

PATRICIA F. MARTUSCELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 2453771
My Commission Expires 10/15/2025

Patricia F. Martuscelli
Patricia F. Martuscelli, Notary
Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on April 10, 2025 John Hayes
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Acting City Manager of City of Asbury Park the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
Attn: Community Development

John Hayes, Acting City Manager
Print name and title below signature

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-190
Homeowner was granted an RCA loan in the amount of $26,310 and has since repaid the loan in full.

RESOLUTION NO. 2025-190

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR CAROL JOHNSON FOR PROPERTY LOCATED AT 1007 FOURTH AVENUE, ASBURY PARK

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to Carol Johnson in the amount of $26,310, for the repairs to 1007 Fourth Avenue, Asbury Park, Block 204 Lot 7, which was recorded at the Office of Monmouth County Clerk, Book OR-9303, Page 6650; and

WHEREAS, The City agreed to grant the borrower an interest free deferred payment loan in the amount of $26,310 on January 2nd 2018 for a period of ten years; and

WHEREAS, Carol Johnson has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 1007 Fourth Avenue; and

WHEREAS, Carol Johnson has satisfied the requirements of said loan, with repayment in the amount of $26,310, and is requesting a Discharge of Mortgage for 1007 Fourth Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of Mortgage by the City with respect to 1007 Fourth Avenue, Asbury Park.

I, ANTHONY CUCCI, Deputy 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. 2025-190 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-191
Josephine Hammary has satisfied the 10 year obligation of the RCA Program and a Discharge of Mortgage is being requested.

RESOLUTION NO. 2025-191

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR JOSEPHINE HAMMARY FOR PROPERTY LOCATED AT 1104 ASBURY AVENUE, ASBURY PARK

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to Josephine Hammary in the amount of $27,580, for the repairs to 1104 Asbury Avenue, Asbury Park, Block 1603 Lot 15, which was recorded at the Office of Monmouth County Clerk, Book OR-9080, Page 3947; and

WHEREAS, The City agreed to grant the borrower an interest free deferred payment loan in the amount of $27,580 on April 14th 2014 for a period of ten years; and

WHEREAS, Josephine Hammary has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 1104 Asbury Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of Mortgage by the City with respect to 1104 Asbury Avenue, Asbury Park.

I, ANTHONY CUCCI, Deputy 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. 2025-191 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Discharge of Mortgage

A certain Mortgage dated April 14, 2014, was made by City of Asbury Park
1 Municipal Plaza, Asbury Park, NJ 07712
to Josephine Hammary 1104 Asbury Avenue, Asbury Park NJ 07712

This Mortgage was made to secure payment of $ 27,880 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on Sept. 9, 2014, in Mortgage Book 9080 on Page 3947.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on April 10, 2025.

Witnessed or Attested by:

(Seal)
John Hayes, Acting City Manager

(Seal)

Lisa Esposito, City Clerk

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on April 10, 2025
John Hayes
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

PATRICIA F. MARTUSCELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 2453771
My Commission Expires 10/15/2025

Patricia F. Martuscelli
Patricia F. Martuscelli Notary
Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on April 10, 2025
John Hayes
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Acting City Manager the entity named in this instrument; and,
City of Asbury Park
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712
Attn: Community Development

John Hayes, Acting City Manager
Print name and title below signature

Attachment: Discharge of Mortgage-Josephine Hammary (2025-191 : Resolution authorizing the Mayor and City Council to Execute a Discharge

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-192
This resolution is to produce duplicate tax sale certificates as our lienholders have lost the originals. A resolution is required by law (N.J.S.A. 54:5-52.1) prior to issuing the duplicate tax sale certificate. This can be placed on the consent agenda as this resolution is routine in nature.

RESOLUTION NO. 2025-192

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE ISSUANCE OF DUPLICATE TAX SALE CERTIFICATES PURSUANT TO N.J.S.A. 54:5-52.1

WHEREAS, the Tax Collector of the City of Asbury Park has previously issued the following tax sale certificates.

Lienholder	Certificate #	Date	Block/Lot
Trystone Capital Assets LLC	23-00062	12/21/23	1101/20

WHEREAS, the lienholders of the aforesaid tax sale certificates have indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that the Tax Collector is hereby authorized, upon receipt of the appropriately executed and notarized Affidavit of Loss, to issue duplicate tax sale certificates to the said lienholders covering the certificates lost as previously described, in accordance with the requirements of Chapter 99 of Public Laws of 1997.

BE IT FURTHER RESOLVED, that a copy of this Resolution and the Affidavit of Loss be attached to the duplicate certificates to be issued to said lienholders and that said certificates shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

I, ANTHONY CUCCI, Deputy 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. 2025-192 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

3.C.7.b

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

CERTIFICATE No. 23-00062

I, MICHAEL J. SCHNURR, MPA, CTC, COLLECTOR OF TAXES of the taxing district of CITY of ASBURY PARK the COUNTY of MONMOUTH and State of New Jersey, do hereby certify that the 21st day of December, 2023 at a public sale of lands delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and suppleme thereto I sold to TRYSTONE CAPITAL ASSETS LLC

whose address is P.O. BOX 1030, BRICK, NJ 08723

for Four Thousand Sixty Six dollars and Ninety One cents, the l in said taxing district described as Block No. 1101 Lot No. 20 and known as 1308 MATTISON AVENUE, on the duplicate thereof and assessed thereon to COX, KEVIN

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 2023	3,253.45	154.54	3,407.99
Sewer	519.20	10.96	530.16
Assessments For Improvements			
Total Cost of Sale	128.76		128.76
Total			4,066.91
Premium (if any) Paid	0.00		

DUPLICATE

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate 0.00 per centum per annum from the date of sale, and the costs incurred by the purchaser as define statute. The sale is subject to municipal charges accruing after November 1, 2023 municipal authority charges accruing after November 1, 2023 and assessm installments not yet due, amounting to 0.00 dollars and interest there

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of April, 2025

STATE OF NEW JERSEY
COUNTY OF: MONMOUTH

MICHAEL J. SCHNURR, MPA, CTC, COLLECTOR OF TA

BE IT REMEMBERED, that on this 23rd day of April 2025 before r Notary Public of New Jersey, personally appeared MICHAEL J. SCHNURR, MPA, CTC the Collector of Taxes of the taxing district of CITY OF ASBURY PARK in the County of MONMOUTH who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses purposes therein expressed.

Prepared By: MICHAEL J. SCHNURR, MPA, CTC, PREPARER

Patricia J. Martuscelli
PATRICIA MARTUSCELLI, NOTARY PUB

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the collector, the Notary Public who takes acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the person that signed.

DLGS Rev. 10/99

PATRICIA F. MARTUSCELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 2453771
My Commission Expires 10/15/2025

REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Trystone Capital Assets, LLC, whose mailing address is P.O. Box 1030, Brick, NJ 08723, being of full age, being duly sworn according to law, upon my oath, depose and say:

1. I am the true and lawful owner of Tax Sale Certificate #23-00062, issued by the City of Asbury Park, Monmouth County, NJ, constituting a municipal lien on property known as Block 1101, Lot 20, 1308 Mattison Avenue, assessed to Cox, Kevin.

2. This Tax Sale Certificate was duly recorded in the Office of the Monmouth County Clerk on February 22, 2024 in Book OR-9678, Page 4650.

3. I remain the owner of said certificate and have not sold, assigned, transferred or otherwise hypothecated said certificate.

4. I make the affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

____

Ike Schwab
Portfolio Manager

Sworn and subscribed to before me this
26th day of March 2025

____
Notary

JAIME L. RAFFERZEDER
Notary Public, State of New Jersey
Comm. # 50006614
My Commission Expires 11/26/2029

Date: 03/31/25 10:22 AM CAMERON
Amt: 100.00 CK#:56871
Ref Num: 4088 Seq: 7 to 7

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-193
Increase to temporary budget prior to budget adoption for Prior Years Bills in the Sewer Budget.

RESOLUTION NO. 2025-193

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2025 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 2025 budget.

Sewer Operating Fund:.	From	To
Prior Years Bills	$75,000.00	$95,000.00

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 2025 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, ANTHONY CUCCI, Deputy 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. 2025-193 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-194
Resolution authorizing the payment of bills in the amount of $2,961,332.71

RESOLUTION NO. 2025-194

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 $2,961,332.71

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	$	2,961,332.71
TOTAL VOUCHERS	$	2,961,332.71

I, ANTHONY CUCCI, Deputy 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. 2025-194 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

P.O. Type: All
Format: Condensed
Range: 4-First to 5-ZZ-ZZ-ZZZ-ZZZ-ZZZ
Rcvd Batch Id Range: First to Last
Vendors: All
Department Page Break: No

Print Alpha, Revenue, & G/L Accounts: Y
Encumbrance Date Range: First to 12/31/25
Subtotal CAFR: Yes   Subtotal Department: Yes   Subtotal Extd: Yes

Open: N Void: N Paid:
Held: N Aprv: N Rcvd:
Bid: Y State: Y Other: Y Exempt:
Include Non-Budgeted:

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
4-01-20-100-000-209	ADMINISTRATION Professional Services					
ALLST ALL STATE LEGAL		24-03512	Discharge of Mortgage Forms	175.00	0.00	
	Extd Total: ADMINISTRATION			175.00		
	Department Total: ADMINISTRATION			175.00		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-207	FINANCE HR Testing					
MERHEA HACKENSACK MERIDIAN WORKS		25-00951	Employee Medical Services	400.00	0.00	
4-01-20-130-000-223	FINANCE Condo Reimbursements					
HOLLY005 HOLLY HOUSE PRESERVATION LP		25-00976	4th Q 2024 Trash Reimbursement	2,586.59	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,986.59		
	Department Total: FINANCE			2,986.59		
	CAFR Total:			3,161.59		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-211	POLICE HR Testing					
MERHEA HACKENSACK MERIDIAN WORKS		25-00951	Employee Medical Services	250.00	0.00	
4-01-25-240-000-213	POLICE Equipment Repair					
WARSH005 WARSHAUER ELECTRIC SUPPLY		25-01001	#S100851001.002 10/23/24 DRILL	5.70	0.00	
	Extd Total: POLICE DEPARTMENT			255.70		
	Department Total: POLICE			255.70		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-298	FIRE DEPT. Special Operations					
CONFIR CONTINENTAL FIRE & SAFETY,INC.		24-03529	QTE:24-2470-Strut Kit	4,842.15	0.00	
	Extd Total: FIRE DEPARTMENT			4,842.15		
	Department Total: FIRE DEPT.			4,842.15		
	CAFR Total:			5,097.85		

Attachment: Bill List 4-23-25 (2025-194 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
MERHEA HACKENSACK MERIDIAN WORKS		25-00951	Employee Medical Services	200.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			200.00		
	Department Total: STREETS & ROAD			200.00		
	CAFR Total:			200.00		
Department: LIGHTING						
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
SHELL005 SHELL ENERGY SOLUTIONS		25-01096	Acct #24599 11/20/24-12/18/24	40.58	0.00	
SHELL005 SHELL ENERGY SOLUTIONS		25-01097	Acct #24593 11/20/24-12/18/24	46.53	0.00	
SHELL005 SHELL ENERGY SOLUTIONS		25-01098	Acct #30613 11/20/24-12/18/24	1,329.69	0.00	
				1,416.80		
	Extd Total: STREET/TRAFFIC			1,416.80		
	Department Total: LIGHTING			1,416.80		
	CAFR Total:			1,416.80		
	Fund Total: CURRENT			9,876.24		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
GMHAS005 G.M.H. ASSOCIATES OF AMERICA		23-02379	THICKENER MECHANISM & DRIVE	35,308.91	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			35,308.91		
	Department Total: UTILITY OE			35,308.91		
	CAFR Total:			35,308.91		
	Fund Total: SEWER UTILITY: BUDGET:			35,308.91		
	Year Total:			45,185.15		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
5-01-20-100-000-207	ADMINISTRATION Contractual					
GEECHA GEESE CHASERS, LLC		25-01108	#GC2 29035 APRIL SERVICES	1,516.66	0.00	
5-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		25-01007	Invoice 6919 Council General	450.00	0.00	
CGPHL005 CGP&H, LLC		25-01065	INVOICE #53318 MARCH 2025	416.00	0.00	
CGPHL005 CGP&H, LLC		25-01066	INVOICE #53317 HOUSING REHAB	950.00	0.00	
				1,816.00		
5-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER		25-01002	ACCT #117290 MARCH 2025	535.00	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-100-000-251	ADMINISTRATION Comm. & Cultural Affairs					
ASBUR040 ASBURY PARTNERS, LLC		25-00779	Venue Rental Fee 4/17/25	4,000.00	0.00	
	Extd Total: ADMINISTRATION			7,867.66		
	Department Total: ADMINISTRATION			7,867.66		
Department: HUMAN RESOURCE						
Extd: HUMAN RESOURCES						
5-01-20-105-000-203	HUMAN RESOURCE Fees					
MERHEA HACKENSACK MERIDIAN WORKS		25-00890	Employee Medical Services	800.00	0.00	
5-01-20-105-000-299	HUMAN RESOURCES Ads					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES		25-00953	Job Posting - DPW Director	160.00	0.00	
	Extd Total: HUMAN RESOURCES			960.00		
	Department Total: HUMAN RESOURCE			960.00		
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
5-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
UNIPAR UNITED PARCEL SERVICE, INC.		25-01063	Invoice 210F98145 Postage	25.00	0.00	
	Extd Total: CENTRAL FUNCTIONS			25.00		
	Department Total: CENTRAL FUNCTIONS			25.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
5-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA THE NEW COASTER, LLC		25-00975	Invoices #10152 #10155	113.63	0.00	
THECOA THE NEW COASTER, LLC		25-01078	Inv#10241 ORD 2025-8 ON 4/3/25	25.54	0.00	
				139.17		
5-01-20-120-000-222	MUNICIPAL CLERK Training					
INSFOR INSTITUTE FOR PROFESSIONAL		25-01102	#43025 A. CUCCI 4/30 WEBINAR	50.00	0.00	
5-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC		25-00979	Invoice #198080 MARCH 2025	793.42	0.00	
PLOSI005 PLOSIA COHEN, LLC		25-01008	Invoice #54442 MARCH 2025	2,030.00	0.00	
				2,823.42		
	Extd Total: MUNICIPAL CLERK			3,012.59		
	Department Total: MUNIC CLERK			3,012.59		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
5-01-20-130-000-204	FINANCE Outside Services					
ACCINV ACCLAIM INVENTORY, LLC		25-00041	2024 Fixed Asset Update	2,800.00	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-130-000-205	FINANCE Ads					
GANNE005	GANNETT NEW YORK/NEW JERSEY	25-00927	NOTICE OF INTENT TO AWARD	62.28	0.00	
5-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-01081	#75080 1/1/25-3/31/25	1,063.75	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-01082	#16129 4/1/25-3/31/26	1,530.51	0.00	
				2,594.26		
5-01-20-130-000-209	FINANCE Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	25-00984	Invoice #3889915 - May 2025	339.50	0.00	
5-01-20-130-000-223	FINANCE Condo Reimbursements					
HOLLY005	HOLLY HOUSE PRESERVATION LP	25-00976	4th Q 2024 Trash Reimbursement	1,829.85	0.00	
MONCOU9	MONMOUTH COUNCIL NO.9 CIVIL	25-01046	1st Q Trash Reimbursement	39,116.50	0.00	
611AS005	611 ASBURY AVENUE	25-01052	1st Q Trash Reimb. 203 2nd Ave	1,230.94	0.00	
				42,177.29		
5-01-20-130-000-248	FINANCE Petty Cash					
CITY	CITY OF ASBURY PARK	25-01067	Petty Cash Replenishment	195.39	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			48,168.72		
	Department Total: FINANCE			48,168.72		

Department: COMPUTER MIS
Extd: COMPUTERIZED DATA PROCESSING

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	25-00687	1CGQ55P MX Keys	100.09	0.00	
CDWGOV	CDW GOVERNMENT LLC	25-00698	Q#1CGQCQJ Construction MFP	642.42	0.00	
AMAZO005	AMAZON.COM SERVICES	25-00857	Phone Supplies	129.25	0.00	
CDWGOV	CDW GOVERNMENT LLC	25-00874	Q#1CGTVGQ Keyboards	231.63	0.00	
CDWGOV	CDW GOVERNMENT LLC	25-00878	Q#1CGTCV4 Mechanic Scanner	181.91	0.00	
				1,285.30		
5-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	25-01037	Feb & March 2025	16,054.00	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			17,339.30		
	Department Total: COMPUTER MIS			17,339.30		

Department: TAX ASSESSOR
Extd: TAX ASSESSOR

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-150-000-209	TAX ASSESSOR Fees					
MONCOT	MONMOUTH CTY. ASSESSOR'S ASSOC	25-01043	Dues 2025 MICHAEL DELRE	200.00	0.00	
	Extd Total: TAX ASSESSOR			200.00		
	Department Total: TAX ASSESSOR			200.00		

Attachment: Bill List 4-23-25 (2025-194 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
5-01-20-155-000-209	LEGAL SERVICES Fees					
STAKEL	STARKEY, KELLY, KENNEALLY,	25-00926	Invoice 37640 General Fees	15,715.00	0.00	
RAINO005	RAINONE COUGHLIN MINCHELLO LLC	25-00982	Invoice 22066 February Labor	6,110.10	0.00	
STAKEL	STARKEY, KELLY, KENNEALLY,	25-01018	Invoice 37663 Legal Services	12,260.00	0.00	
LAWOF005	LAW OFFICE OF GENE J ANTHONY	25-01101	#54977 MARCH RENT LEVELING	331.75	0.00	
				34,416.85		
	Extd Total: LEGAL SERVICES			34,416.85		
	Department Total: LEGAL SERVICES			34,416.85		
	CAFR Total:			111,990.12		
Department: Planning Department						
Extd: Planning Department						
5-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	25-01005	April 2025 supplies	89.23	0.00	
5-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
MORGA005	Morgan Astorino	25-01059	Hotel conference reimbursement	651.03	0.00	
5-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
JACSER	JACK A. SERPICO	25-01100	ZB/PB LEGAL SVS	535.00	0.00	
5-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
THEBE005	THE BEEKMAN LAW FIRM, LLC	25-01006	Beekman Invoice ZBA 02 & 03	225.00	0.00	
JACSER	JACK A. SERPICO	25-01100	ZB/PB LEGAL SVS	1,580.00	0.00	
				1,805.00		
	Extd Total: Planning Department			3,080.26		
	Department Total: Planning Department			3,080.26		
	CAFR Total:			3,080.26		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
5-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	25-01072	Mar 2025 Billing Statements	13,175.51	0.00	
NJINT	NJ INTERGOVERNMENTAL INS. FUND	25-01079	2nd Installment Liab. Ins.	324,911.25	0.00	
				338,086.76		
	Extd Total: LIABILITY INSURANCE			338,086.76		
	Department Total: LIAB INSURANCE			338,086.76		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
5-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	25-01072	Mar 2025 Billing Statements	40,455.65	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-23-215-000-209	WORKER'S COMPENSATION Fees Continued					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	25-01079	2nd Installment Liab. Ins.	108,303.75	0.00	
				148,759.40		
	Extd Total: WORKER'S COMPENSATION			148,759.40		
	Department Total: WORKERS COMP			148,759.40		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
5-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	25-01053	HEALTH COVERAGE APRIL 2025	708,437.41	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			708,437.41		
	Department Total: GROUP INSUR.			708,437.41		
	CAFR Total:			1,195,283.57		
Department: POLICE						
Extd: POLICE DEPARTMENT						
5-01-25-240-000-202	POLICE Office Supplies					
AMAZ0005	AMAZON.COM SERVICES	25-00899	White Board, IA Office	152.02	0.00	
AMAZ0005	AMAZON.COM SERVICES	25-00912	Light bulb replacement IA	20.70	0.00	
				172.72		
5-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	25-00956	#2025935 FEBRUARY 2025 SERVICE	4,700.00	0.00	
5-01-25-240-000-211	POLICE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	25-00890	Employee Medical Services	3,153.00	0.00	
5-01-25-240-000-212	POLICE Dues,Subscript.					
INTER025	INTERNATIONAL ASSOCIATION OF	25-00989	2025 MEMBERSHIP GUY THOMPSON	190.00	0.00	
5-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	25-00998	#M62771 APRIL 2025	1,220.00	0.00	
5-01-25-240-000-237	POLICE Accredidation					
LEXIP005	LEXIPOL, LLC	25-00473	#INVLHI11244733 ACCREDITATION	13,006.19	0.00	
5-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO	COSTCO WHOLESALE	25-00915	PAL read with a COP	84.68	0.00	
CIVIC005	CIVICPLUS, LLC	25-00938	324813 RECREATION/PAL SOFTWARE	6,300.00	0.00	
				6,384.68		
	Extd Total: POLICE DEPARTMENT			28,826.59		
	Department Total: POLICE			28,826.59		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
5-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	25-00542	EST:SO-1002-Ladder 89 Fuel Reg	866.73	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
5-01-25-265-000-206	FIRE DEPT. Purchase of Equipment				
THEHAR	THE HARDWARE STORE	25-00304 BLANKET PO NOT TO EXCEED	28.68	0.00	B
5-01-25-265-000-214	FIRE DEPT. Building Maintenance				
NOLGAR	NOLZE GARAGE DOOR LLC	25-00842 INV#41127 REPAIR AMBULANCE BAY	1,000.00	0.00	
GRAING	GRAINGER, INC.	25-00959 QTE2601123937-Misc. Items	241.42	0.00	
			1,241.42		
5-01-25-265-000-222	FIRE DEPT. Training				
SAFETEMS	Safe-T EMS & Safety Training	25-00929 INVOICE #2005 - EMS REFRESHER	6,375.00	0.00	
5-01-25-265-000-262	FIRE DEPT. Equipment Repairs				
MOTOR005	MOTOROLA SOLUTIONS, INC C/O	25-00756 QUOTE-3027962-Radio Batteries	2,982.00	0.00	
	Extd Total: FIRE DEPARTMENT		11,493.83		
Extd:	FIRE HYDRANT				
5-01-25-265-266-299	FIRE HYDRANT Misc.				
NJAMER	N.J. AMERICAN WATER CO.	25-00991 #1018-210026567043 2/26-3/25	23,694.99	0.00	
	Extd Total: FIRE HYDRANT		23,694.99		
	Department Total: FIRE DEPT.		35,188.82		
Department:	PROSECUTOR				
Extd:	MUNICIPAL PROSECUTOR				
5-01-25-275-000-202	PROSECUTOR Fees				
JAMBUT	JAMES N. BUTLER, JR.	25-01036 Prosecutor MARCH 2025	3,900.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR		3,900.00		
	Department Total: PROSECUTOR		3,900.00		
	CAFR Total:		67,915.41		
Department:	STREETS & ROAD				
Extd:	STREETS & ROADS MAINTENANCE				
5-01-26-290-000-203	STREETS & ROAD Motor Vehicle				
SEACHE	SEACOAST CHEVROLET OLDS-	25-00098 VARIOUS PARTS BLANKET	558.24	0.00	B
SERVI005	SERVICE TIRE TRUCK CENTERS	25-00104 VARIOUS PARTS BLANKET	922.95	0.00	B
JESCO	JESCO, INC.	25-00722 VARIOUS PARTS BLANKET	870.11	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	25-00759 VARIOUS PARTS BLANKET	16.02	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	25-00830 VARIOUS PARTS BLANKET	3,533.95	0.00	B
JESCO	JESCO, INC.	25-00847 DPW JD BACKHOE #23 REPAIRS	4,129.79	0.00	
DETCON	DETACHABLE CONTAINER &	25-00930 VARIOUS PARTS BLANKET	118.50	0.00	B
JESCO	JESCO, INC.	25-00988 SKID STEER POWER ACTUATOR	1,073.92	0.00	
			11,223.48		
5-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses				
HUDSO005	HUDSON COUNTY MOTORS, INC.	25-00757 FUEL TANK & STRAPS TRK#802	1,560.99	0.00	
COUMON	COUNTY OF MONMOUTH	25-00963 #25000581 salt & brine 2/11/25	2,988.64	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses Continued					
COUMON COUNTY OF MONMOUTH		25-00964	#25000544 salt 2/11 & 2/12	4,133.75	0.00	
				8,683.38		
5-01-26-290-000-209	STREETS & ROAD Fees					
MERHEA HACKENSACK MERIDIAN WORKS		25-00890	Employee Medical Services	400.00	0.00	
5-01-26-290-000-212	STREETS & ROAD Tools					
BARGS005 BARG'S LAWN & GARDEN SHOP		25-00969	Stihl Hedge Trimmer	339.69	0.00	
5-01-26-290-000-213	STREETS & ROAD Safety Equipment					
GRAING GRAINGER, INC.		25-00968	PPE Safety Glasses / Vests	375.36	0.00	
5-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
BARGS005 BARG'S LAWN & GARDEN SHOP		25-00812	Misc Landscaping supplies	417.56	0.00	B
5-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
THEHAR THE HARDWARE STORE		25-00720	Blanket PO for DPW	24.57	0.00	B
QUENC005 QUENCH USA, INC.		25-00996	#INV08730458 APRIL 2025	39.95	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.		25-00997	#979303 cylinder hazmat charge	105.50	0.00	
CINCOR CINTAS CORPORATION NO 2		25-01012	9314748287 MARCH AED AGREEMENT	107.00	0.00	
SUSJER SUSTAINABLE JERSEY		25-01114	Sustanabilty Summit May 9th	90.00	0.00	
				367.02		
5-01-26-290-000-222	STREETS & ROAD Training					
EASAUT EASTERN AUTOPARTS WAREHOUSE		25-00992	TRAINING CLASS ED PAWLICKI	99.99	0.00	
RUTGE005 RUTGERS, THE STATE UNIV. OF NJ		25-00993	Public Wks.Conderence May 2025	488.00	0.00	
RESCAS RESORTS CASINO HOTEL		25-00994	5/14 Conf. Daniel Paczkowski	114.00	0.00	
				701.99		
5-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
TIDBU005 TIDBURY CREEK FARMS, INC.		25-00921	25 tress for planting	5,805.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			28,313.48		
	Department Total: STREETS & ROAD			28,313.48		

Department: SOLID WASTE
Extd: SOLID WASTE COLLECTION

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-26-305-000-209	SOLID WASTE Fees					
COUCUR MONMOUTH COUNTY TREASURER		25-00845	use of reclamation center FEB	1,547.57	0.00	
DELDEM DELISA DEMOLITION, INC.		25-00966	#328594 & 328595 CONSTR DEBRIS	2,283.45	0.00	
MAZMUL MAZZA MULCH, INC.		25-01011	#0001704555 disposal of logs	2,100.00	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.		25-01048	#0001705278 TIRES, BULKY WASTE	628.52	0.00	
DELDEM DELISA DEMOLITION, INC.		25-01049	#329122 TRASH FEES 3/17 - 3/31	28,960.46	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.		25-01050	#0001705133 RECYCLING MARCH 25	8,879.15	0.00	
DELDEM DELISA DEMOLITION, INC.		25-01070	#329074 & 329075 CONSTR DEBRIS	3,185.72	0.00	
DELDEM DELISA DEMOLITION, INC.		25-01112	#329385 & 329386 CONSTR DEBRIS	2,080.96	0.00	
				49,665.83		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	25-00962	#328482 APRIL 2025	75,833.33	0.00	
	Extd Total: SOLID WASTE COLLECTION			125,499.16		
	Department Total: SOLID WASTE			125,499.16		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
5-01-26-310-000-218	BUILDING & GND Contract.Serv.					
BURKE005	BURKE LANDSCAPING & IRRIGATION	25-00990	#5404 SEASONAL IRRIGATION 3/27	860.99	0.00	
SCHELE	SCHINDLER ELEVATOR CORP.	25-01093	#8106873410 2ND QTR ELEVATOR	495.81	0.00	
				1,356.80		
	Extd Total: BUILDINGS & GROUNDS			1,356.80		
	Department Total: BUILDING & GND			1,356.80		
	CAFR Total:			155,169.44		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
5-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	25-00115	1Qtr Quote Jan,Feb,Mar 2025	600.00	0.00	B
5-01-27-350-000-299	SENIOR CENTER Misc.					
AMAZ0005	AMAZON.COM SERVICES	25-00948	Toilet Paper(30)percase	100.84	0.00	
	Extd Total: SENIOR CENTER			700.84		
	Department Total: SENIOR CENTER			700.84		
	CAFR Total:			700.84		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
5-01-28-370-000-290	RECREATION Programs/Activities					
CIVIC005	CIVICPLUS, LLC	25-00938	324813 RECREATION/PAL SOFTWARE	6,300.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			6,300.00		
	Department Total: RECREATION			6,300.00		
	CAFR Total:			6,300.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
5-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	25-00985	#22-0022-4650-94 2/13-3/14	837.12	0.00	
JCPL	JCPL	25-00986	Various Accounts 2/25-3/25	6,510.52	0.00	
NJAMER	N.J. AMERICAN WATER CO.	25-01088	Various Accounts 3/6-4/2	4,716.22	0.00	
				12,063.86		
	Extd Total: LIGHT,HEAT,POW			12,063.86		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	STREET/TRAFFIC					
5-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	25-00981	Various Accounts 2/25-3/25	1,948.49	0.00	
JCPL	JCPL	25-00986	Various Accounts 2/25-3/25	4,317.24	0.00	
CONST010	CONSTELLATION NEWENERGY, INC.	25-01009	Various Accounts 1/24-3/24	129.10	0.00	
JCPL	JCPL	25-01083	#200 000 001 293 Master Acct	1,076.37	0.00	
SHELL005	SHELL ENERGY SOLUTIONS	25-01096	Acct #24599 11/20/24-12/18/24	81.16	0.00	
SHELL005	SHELL ENERGY SOLUTIONS	25-01097	Acct #24593 11/20/24-12/18/24	93.06	0.00	
SHELL005	SHELL ENERGY SOLUTIONS	25-01098	Acct #30613 11/20/24-12/18/24	2,659.38	0.00	
				10,304.80		
	Extd Total: STREET/TRAFFIC			10,304.80		
	Department Total: LIGHTING			22,368.66		
Department: TELEPHONE						
Extd:	TELEPHONE					
5-01-31-440-000-299	TELEPHONE Misc.					
TMOBIL	T-MOBILE	25-00983	#990733363 2/21-3/20	530.62	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	25-01010	INVOICE #360180-M APRIL 2025	3,558.18	0.00	
				4,088.80		
	Extd Total: TELEPHONE			4,088.80		
	Department Total: TELEPHONE			4,088.80		
Department: GASOLINE						
Extd:	GASOLINE					
5-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	25-01069	#839530 DIESEL FUEL 3/26/25	2,321.27	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	25-01075	#67241 & 844354 FUEL 3/12&3/31	9,050.67	0.00	
				11,371.94		
	Extd Total: GASOLINE			11,371.94		
	Department Total: GASOLINE			11,371.94		
	CAFR Total:			37,829.40		
Department: MUNIC COURT						
Extd:	MUNICIPAL COURT					
5-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON	W.B.MASON CO., INC.	25-01044	OFFICE SUPPLIES	745.88	0.00	
5-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
MONJUD	MONMOUTH MUNIC.JUDGES ASSOC	25-01087	2025 annual dues	200.00	0.00	
5-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	25-00739	#40795 spanish court int 2/28	227.50	0.00	
LANGU005	LANGUAGE SERVICES ASSOCIATES	25-01086	#S-INV163761 MARCH 2025	35.00	0.00	
				262.50		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	25-01040	#38812896 APRIL 2025	145.00	0.00	
	Extd Total: MUNICIPAL COURT			1,353.38		
	Department Total: MUNIC COURT			1,353.38		

Department: PUBLIC DEFEND.
Extd: PUBLIC DEFENDER

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	25-01038	public defender march 2025	2,000.00	0.00	
GREER005	GREER LAW FIRM	25-01039	alt public defender MARC5 2025	500.00	0.00	
				2,500.00		
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFEND.			2,500.00		
	CAFR Total:			3,853.38		

Department: DEFERRED CHGS

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-46-870-880-297	P/Y BILLS					
LAKES005	LAKESIDE APARTMENTS, LLC	25-00971	2nd half 2023 Trash Reimb.	1,260.00	0.00	
SPARK005	SPARKLE N' SHINE, INC.	25-00972	2nd half 2023 Trash Reimb.	1,890.00	0.00	
SIGFO005	SIGFORD VENTURES, LLC	25-00973	2nd half 2023 Trash Reimb.	1,360.80	0.00	
VIRGI005	VIRGINIA CONDOMINIUMS, LLC	25-00974	2nd half 2023 Trash Reimb.	2,041.20	0.00	
				6,552.00		
	Extd Total:			6,552.00		
	Department Total: DEFERRED CHGS			6,552.00		
	CAFR Total:			6,552.00		

CAFR: CURRENT FUND NON BUDGET ACCTS:
Department: TAXES PAYABLE:
Extd: TAXES PAYABLE:

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-55-001-000-004	OPERATIONS					
CITY	CITY OF ASBURY PARK	25-00980	Correction of Prior Year	5,103.25	0.00	
5-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
211FIR	211 FIRST DUCKSAUCE, LLC	25-00785	Rent Registration Duplicate	240.00	0.00	
2123R005	212 3RD AVENUE LLC	25-00787	Rental Registration Duplicate	220.00	0.00	
309SU005	309 SUNSET AVENUE LLC	25-00788	Rent Registration Duplicate	180.00	0.00	
3106TH	310 6TH AVENUE, LLC	25-00789	Rental Registration Duplicate	640.00	0.00	
REUDUC2	REUSSI DUCKSAUCE 2 LLC	25-00790	Rent Registration Duplicate	170.00	0.00	
REUDUC3	REUSSI DUCKSAUCE3 LLC	25-00791	Rent Registration Duplicate	230.00	0.00	
4003RD	400 3RD MINOT, LLC	25-00792	Rent Registration Duplicate	240.00	0.00	
4045T005	404 5TH AVENUE	25-00793	Rent Registration Duplicate	180.00	0.00	
406DEA	406 DEAL LAKE, LLC	25-00794	Rent Registration Duplicate	360.00	0.00	
4077T005	407 7TH AVENUE LLC	25-00795	Rent Registration Duplicate	240.00	0.00	
407SEW	407 SEWALL, LLC	25-00796	Rent Registration Duplicate	190.00	0.00	
5105T005	510 5TH AVENUE LLC	25-00797	Rent Registration Duplicate	230.00	0.00	
				3,120.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	25-01022	1st Q RAB Pilot Due to Trustee	753,803.03	0.00	
	Extd Total: TAXES PAYABLE:			762,026.28		
	Department Total: TAXES PAYABLE:			762,026.28		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			762,026.28		
	Fund Total: CURRENT			2,350,700.70		

Fund: BEACH
Department: UTILITY OE
Extd: BEACH UTILITY O/E: OTHER EXPENSES:

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00916	Beach Gift Certificates	290.00	0.00	
5-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	25-00986	Various Accounts 2/25-3/25	365.67	0.00	
NJAMER	N.J. AMERICAN WATER CO.	25-01088	Various Accounts 3/6-4/2	725.52	0.00	
				1,091.19		
5-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
JAELUM	JAEGER LUMBER & SUPPLY CO. INC	25-00849	Misc Beach Lumber	255.15	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,636.34		
	Department Total: UTILITY OE			1,636.34		
5-05-55-546-000-905	BEACH UTILITY O/E: Boardwalk Repairs					
CAPEL005	CAPELA CONSTRUCTION, INC.	25-00701	Invoice 3 Final Boardwalk	22,640.00	0.00	
	Extd Total:			22,640.00		
	Department Total:			22,640.00		
	CAFR Total:			24,276.34		
	Fund Total: BEACH			24,276.34		

Fund: TRANSPORTATION UTILITY: BUDGET:
Department: UTILITY OE
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00894	Envelopes	65.00	0.00	
KEPSPR	KEPWEL SPRING WATER	25-01002	ACCT #117290 MARCH 2025	12.00	0.00	
				77.00		
5-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
CRAPRI	CRAFTMASTER PRINTING, INC.	25-01013	Tent Decals and EZRide Flyers	273.52	0.00	
5-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR	PASSPORT LABS, INC.	25-01121	INV1051909 3/25 Permit Fees	1,320.00	0.00	
5-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	25-01055	INV109296 3/25 DMS Fees	7,827.00	0.00	

Attachment: Bill List 4-23-25 (2025-194 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	25-01119	INV42751 March 2025 Trans Fees	10,977.20	0.00	
PAYBY005	PAYBYPHONE US, INC.	25-01120	INVUS1720 March '25 Trans Fees	332.20	0.00	
				11,309.40		
5-06-55-502-000-214	TRANS.UTILITY O/E: Dues/Conferences					
JAMES010	James Bonanno	25-01062	NJAPA Conference Reimbursement	350.00	0.00	
5-06-55-502-000-228	TRANS.UTILITY O/E: Engineering Fees					
DYNAM005	DYNAMIC TRAFFIC, LLC	25-01016	INV7932 Srvcs Thru 3/8/25	1,897.50	0.00	
DYNAM005	DYNAMIC TRAFFIC, LLC	25-01017	SRTT Srvcs Thru 3/8/25	6,985.00	0.00	
				8,882.50		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			30,039.42		
	Department Total: UTILITY OE			30,039.42		
	CAFR Total:			30,039.42		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			30,039.42		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
5-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING	GRAINGER, INC.	25-00861	fuel jugs/light bulbs	1,156.14	0.00	
5-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
MUNMAI	MUNICIPAL MAINTENANCE CO.	25-00495	SUPPLY & DELIVER SUMMIT PUMP	10,890.00	0.00	
5-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
NJWEA	NJ WATER ENVIRONMENT ASSOC.	25-01019	NJWEA annual conference May	675.00	0.00	
5-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL	JCPL	25-00986	Various Accounts 2/25-3/25	22,095.33	0.00	
NJAMER	N.J. AMERICAN WATER CO.	25-01088	Various Accounts 3/6-4/2	56.61	0.00	
				22,151.94		
5-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
SUPER015	SUPERIOR CENTRAL BOILER	25-00496	2025 BOILER SERVICE WWTP & C.H	3,530.00	0.00	B
CERID005	CERIDA INVESTMENT CORP.	25-00967	INV #127-43835 APRIL 2025	174.43	0.00	
KEPSPR	KEPWEL SPRING WATER	25-01002	ACCT #117290 MARCH 2025	12.00	0.00	
				3,716.43		
5-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	25-01073	#0007009124 MARCH 2025	45,803.52	0.00	
PASVAL	PASSAIC VALLEY SEWERAGE COM.	25-01074	INVOICE #524715 MARCH 2025	18,742.50	0.00	
				64,546.02		
5-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
LYONS005	LYONS ENVIRONMENTAL SERVICES	25-00995	#APSA0325 WWTP TESTING MARCH	905.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			104,040.53		
	Department Total: UTILITY OE			104,040.53		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SEWER ACCTS.PAYABLE						
Extd: SEWER ACCTS.PAYABLE						
5-07-55-526-000-000	SEWER ACCTS.PAYABLE					
GMHAS005 G.M.H. ASSOCIATES OF AMERICA		23-02379	THICKENER MECHANISM & DRIVE	96,069.89	0.00	B
	Extd Total: SEWER ACCTS.PAYABLE			96,069.89		
	Department Total: SEWER ACCTS.PAYABLE			96,069.89		
	CAFR Total:			200,110.42		
	Fund Total: SEWER UTILITY: BUDGET:			200,110.42		
	Year Total:			2,605,126.88		
Fund: GENERAL CAPITAL FUND BUDGET:						
Extd: Ord. 2023-19 Various Park Improv.						
C-04-55-998-184-003	City Wide Park Improvements					
COLIN005 COLIN SELIG SCULPTURE, LLC		25-01020	P.B. ART BENCH PROJECT	5,875.00	0.00	B
CURIO005 CURIO DESIGN LLC		25-01089	P.B. ART BENCH PROJECT	5,875.00	0.00	B
JESSI005 JESSICA BELL, LLC		25-01103	P.B. ART BENCH PROJECT	5,875.00	0.00	B
				17,625.00		
	Extd Total: Ord. 2023-19 Various Park Improv.			17,625.00		
Extd: Ord. 2024-26 Various Veh. & Cap. Equip.						
C-04-55-998-186-002	Various Vehicles & Equipment Fire Dept.					
SAFET SKYLANDS AREA FIRE EQUIPMENT		24-02626	FD TURNOUT GEAR QUOTE #8091	74,339.37	0.00	
C-04-55-998-186-003	Vehicles & Eqip. IT					
SHIINT SHI INTERNATIONAL CORP		25-00855	25960112 Computers & Monitors	6,377.54	0.00	
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			80,716.91		
	Department Total:			98,341.91		
	CAFR Total:			98,341.91		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			98,341.91		
	Year Total:			98,341.91		
Fund: GRANT FUND BUDGET:						
G-02-43-938-020-200	Safe Streets to Schools					
NV5IN005 NV5, INC.		25-01015	INV437634 Srvcs Thru 2/22/25	10,534.18	0.00	
	Extd Total:			10,534.18		
	Department Total:			10,534.18		
G-02-43-956-022-217	Opiod Settlement Funds					
HOMDRU HOME DRUG PHARMACY		24-00744	Medication at risk opioid ct's	10.00	0.00	B
TMOBIL T-MOBILE		25-00983	#990733363 2/21-3/20	64.11	0.00	
				74.11		
	Extd Total:			74.11		
	Department Total:			74.11		

Budget Account / Vendor	Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance				
OLDGL005 OLD GLORY TATTOO CO.	24-02770	LEASE SUBSIDY BLANKET	219.00	0.00	B
RALPH005 RALPHS ITALIAN ICE AND ICE	25-00690	LEASE SUB - 6 PMNTS @$387.70	387.70	0.00	B
			606.70		
	Extd Total:		606.70		
	Department Total:		606.70		
G-02-43-982-024-200	Redevelopers Contribution				
ACTIO015 ACTION UNIFORM CO. LLC	25-00605	Ocean Cty. SLEO 1 Acad.	1,010.00	0.00	
OCECTY OCEAN COUNTY POLICE ACADEMY	25-00639	5 new SLEO II recruits	7,500.00	0.00	
OCECTY OCEAN COUNTY POLICE ACADEMY	25-00955	INV #091201 SLEO I RECRUITS	1,000.00	0.00	
			9,510.00		
	Extd Total:		9,510.00		
	Department Total:		9,510.00		
G-02-43-984-024-201	Municipal Share				
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC	24-01847	BOARDWALK RESTROOMS	1,125.00	0.00	B
	Extd Total:		1,125.00		
	Department Total:		1,125.00		
G-02-43-993-024-200	American Rescue Plan Firefighter Grant				
SAFET SKYLANDS AREA FIRE EQUIPMENT	24-03287	QUOTE #8058 FD TURNOUT GEAR	71,648.39	0.00	
	Extd Total:		71,648.39		
	Department Total:		71,648.39		
	CAFR Total:		93,498.38		
G-02-45-002-025-200	Senior Center Grant				
SPRCON SPRINGWOOD CENTER CONDOMINIUM	25-01068	1st Q 2025 Condo Fee	7,497.75	0.00	
	Extd Total:		7,497.75		
	Department Total:		7,497.75		
	CAFR Total:		7,497.75		
	Fund Total: GRANT FUND BUDGET:		100,996.13		
	Year Total:		100,996.13		

Fund: AFFORDABLE HOUSING FEES TRUST FUND

Budget Account / Vendor	Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-11-56-850-000-801	Reserve for Affordable Housing Fees				
CGPHL005 CGP&H, LLC	25-01110	INVOICE #53319 CASE MANAGEMENT	2,230.00	0.00	
	Extd Total:		2,230.00		
	Department Total:		2,230.00		
	CAFR Total:		2,230.00		
	Fund Total: AFFORDABLE HOUSING FEES TRUST FUND		2,230.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	25-01057	Dog State Report 03.2025	58.20	0.00	
	Extd Total:			58.20		
	Department Total:			58.20		
	CAFR Total:			58.20		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			58.20		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2024 CDBG 24-MC-83-850-850-000					
T-17-83-850-850-001	2024 Administration					
TRAVE005	TRAVELIN' TOM'S OF ASBURY PARK	25-00679	Hot/Iced Beverages-Easter	525.00	0.00	
KONAI005	KONA ICE OF ASBURY PARK	25-00725	Kona cups-Easter Egg Hunt	300.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00931	Easter Egg Hunt Lawn Signs	560.00	0.00	
WBMASON	W.B.MASON CO., INC.	25-01003	Office Supplies	179.40	0.00	
INTIMP	INITIAL IMPACT	25-01054	34317 2/6 favors black history	839.99	0.00	
				2,404.39		
T-17-83-850-850-003	2024 Community Events					
RHOISL	RHODE ISLAND NOVELTY, INC.	25-00674	Lollipops for Easter Egg Hunt	115.20	0.00	
KARBRI	KAREEM BRINSON	25-00810	D.J. Services for Easter	500.00	0.00	
				615.20		
T-17-83-850-850-007	2024 Tree & Flower Planting					
GASFAM	GASKOS FAMILY FARM	25-00815	Trees & Flower Plants	2,208.20	0.00	B
	Extd Total: 2024 CDBG 24-MC-83-850-850-000			5,227.79		
	Department Total:			5,227.79		
	CAFR Total:			5,227.79		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			5,227.79		
Fund:	TRUST OTHER					
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	25-01056	1st Quarter Marriage Report	825.00	0.00	
	Extd Total:			825.00		
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	25-01080	2nd Q 2024 Unemployment	42,636.38	0.00	
	Extd Total:			42,636.38		
T-20-56-850-868-801	Reserve for P.O.A.A.					
JAMBUT	JAMES N. BUTLER, JR.	25-01033	prosecutor parking session	500.00	0.00	

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-868-801	Reserve for P.O.A.A. Continued			
JAMBUT JAMES N. BUTLER, JR.	25-01084 parking session 4/3 and 4/7	1,000.00	0.00	
		1,500.00		
	Extd Total:	1,500.00		
	Department Total:	44,961.38		
	CAFR Total:	44,961.38		
	Fund Total: TRUST OTHER	44,961.38		

Fund: PLANNING & ZONING ESCROW FUND BUDGET:
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)			
CLACAN CLARKE CATON HINTZ PC	25-01091 PB & ZB PROV SVS	775.00	0.00	
JACSER JACK A. SERPICO	25-01100 ZB/PB LEGAL SVS	170.00	0.00	
		945.00		
	Extd Total:	945.00		
	Department Total:	945.00		
T-21-00-461-000-299	1201 MEMORIAL DRIVE(JEMAL'S BRAVERMAN)			
CLACAN CLARKE CATON HINTZ PC	25-01091 PB & ZB PROV SVS	620.00	0.00	
	Extd Total:	620.00		
	Department Total:	620.00		
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)			
CLACAN CLARKE CATON HINTZ PC	25-01091 PB & ZB PROV SVS	155.00	0.00	
	Extd Total:	155.00		
	Department Total:	155.00		
T-21-00-542-000-299	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL)			
THEBE005 THE BEEKMAN LAW FIRM, LLC	25-01006 Beekman Invoice ZBA 02 & 03	170.00	0.00	
	Extd Total:	170.00		
	Department Total:	170.00		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)			
CLACAN CLARKE CATON HINTZ PC	25-01091 PB & ZB PROV SVS	542.50	0.00	
	Extd Total:	542.50		
	Department Total:	542.50		
T-21-00-556-000-299	300 6TH AVENUE(JAMES DUNN)			
CLACAN CLARKE CATON HINTZ PC	25-01091 PB & ZB PROV SVS	155.00	0.00	
	Extd Total:	155.00		
	Department Total:	155.00		

Attachment: Bill List 4-23-25 (2025-194 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-585-000-299	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)					
LEONS010 LEON S. AVAKIAN, INC.		25-01060	PB PROF SVS ENG	3,695.00	0.00	
	Extd Total:			3,695.00		
	Department Total:			3,695.00		
T-21-00-593-000-299	BLOCK 4306(ASBURY PARTNERS, LLC)					
CLACAN CLARKE CATON HINTZ PC		25-01091	PB & ZB PROV SVS	465.00	0.00	
	Extd Total:			465.00		
	Department Total:			465.00		
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC		25-01091	PB & ZB PROV SVS	620.00	0.00	
	Extd Total:			620.00		
	Department Total:			620.00		
T-21-00-614-000-299	614 COOKMAN AVENUE(INS)(614 COOKMAN,LLC)					
CLACAN CLARKE CATON HINTZ PC		25-01091	PB & ZB PROV SVS	155.00	0.00	
	Extd Total:			155.00		
	Department Total:			155.00		
T-21-00-620-000-299	711 BANGS AVENUE(725 MATTISON, LLC)					
LEONS010 LEON S. AVAKIAN, INC.		25-01060	PB PROF SVS ENG	4,327.50	0.00	
JACSER JACK A. SERPICO		25-01100	ZB/PB LEGAL SVS	170.00	0.00	
				4,497.50		
	Extd Total:			4,497.50		
	Department Total:			4,497.50		
T-21-00-633-000-299	614 5TH AVENUE(CHRIS VIOLA)					
LEONS010 LEON S. AVAKIAN, INC.		25-01060	PB PROF SVS ENG	1,460.00	0.00	
JACSER JACK A. SERPICO		25-01100	ZB/PB LEGAL SVS	340.00	0.00	
				1,800.00		
	Extd Total:			1,800.00		
	Department Total:			1,800.00		
T-21-00-634-000-299	301 EIGHTH AVENUE(KAREN J. MAY)					
JACSER JACK A. SERPICO		25-01100	ZB/PB LEGAL SVS	892.50	0.00	
	Extd Total:			892.50		
	Department Total:			892.50		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-636-000-299	807 SUMMERFIELD AVE(807 SUMMERFIELD,LLC)					
CLACAN CLARKE CATON HINTZ PC		25-01091	PB & ZB PROV SVS	387.50	0.00	
	Extd Total:			387.50		
	Department Total:			387.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			15,100.00		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			15,100.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-812	1001 1ST AVENUE(ASBURY HOLDING, LLC)					
STAKEL STARKEY, KELLY, KENNEALLY,		25-00933	Invoice 37642 1001 First Ave.	4.87	0.00	
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
STAKEL STARKEY, KELLY, KENNEALLY,		25-00933	Invoice 37642 1001 First Ave.	525.00	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
MARFAL MARAZITI FALCON, LLP		25-00825	Professional Services Rendered	2,047.50	0.00	
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
DILWO005 DILWORTH PAXSON, LLP		25-00978	Invoice 621322 1012 Asbury	1,015.00	0.00	
T-48-56-850-000-857	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)					
MARFAL MARAZITI FALCON, LLP		25-00825	Professional Services Rendered	2,985.04	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
STAKEL STARKEY, KELLY, KENNEALLY,		25-00933	Invoice 37642 1001 First Ave.	175.00	0.00	
T-48-56-850-000-867	900-904 SPRINGWOOD(MEMORIAL AVE.HOLDINGS					
STAKEL STARKEY, KELLY, KENNEALLY,		25-00933	Invoice 37642 1001 First Ave.	117.63	0.00	
T-48-56-850-000-870	BLOCK 4306(ASBURY PARTNERS, LLC) DELTA					
MARFAL MARAZITI FALCON, LLP		25-00825	Professional Services Rendered	1,450.00	0.00	
T-48-56-850-000-874	MM BOARDWALK(MADISON MARQUETTE,LLC)					
MARFAL MARAZITI FALCON, LLP		25-00961	Invoice 59025 Boardwalk	6,375.60	0.00	
T-48-56-850-000-882	BLK 3904 PARKING GARAGE(ASBURY PARTNERS)					
MARFAL MARAZITI FALCON, LLP		25-00825	Professional Services Rendered	13,918.01	0.00	
T-48-56-850-000-885	VITA GARDENS(HUDSON VALLEY PRES.FUND II)					
HILLW005 HILL WALLACK LLP		25-00977	Invoice 788495 Hudson Valley	770.00	0.00	
	Extd Total:			29,383.65		
	Department Total:			29,383.65		
	CAFR Total:			29,383.65		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			29,383.65		
	Year Total:			96,961.02		

Total Charged Lines: 415 Total List Amount: 2,946,611.09 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	4-01	9,876.24	0.00	0.00	9,876.24
SEWER UTILITY: BUDGET:	4-07	35,308.91	0.00	0.00	35,308.91
Year Total:		45,185.15	0.00	0.00	45,185.15
CURRENT	5-01	2,350,700.70	0.00	0.00	2,350,700.70
BEACH	5-05	24,276.34	0.00	0.00	24,276.34
TRANSPORTATION UTILITY: BUDGET:	5-06	30,039.42	0.00	0.00	30,039.42
SEWER UTILITY: BUDGET:	5-07	200,110.42	0.00	0.00	200,110.42
Year Total:		2,605,126.88	0.00	0.00	2,605,126.88
GENERAL CAPITAL FUND BUDGET:	C-04	98,341.91	0.00	0.00	98,341.91
GRANT FUND BUDGET:	G-02	100,996.13	0.00	0.00	100,996.13
AFFORDABLE HOUSING FEES TRUST FUND	T-11	2,230.00	0.00	0.00	2,230.00
ANIMAL CONTROL FUND BUDGET:	T-12	58.20	0.00	0.00	58.20
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	5,227.79	0.00	0.00	5,227.79
TRUST OTHER	T-20	44,961.38	0.00	0.00	44,961.38
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	15,100.00	0.00	0.00	15,100.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	29,383.65	0.00	0.00	29,383.65
Year Total:		96,961.02	0.00	0.00	96,961.02
Total Of All Funds:		2,946,611.09	0.00	0.00	2,946,611.09

April 23, 2025 Meeting

Balance Brought Forward from Total List Amount	$ 2,946,611.09
NJ Motor Vehicle Commission (25-01031)	$ 60.00
NJ Motor Vehicle Commission (25-01032)	$ 60.00
NJ Motor Vehicle Commission (25-01034)	$ 60.00
NJ Motor Vehicle Commission (25-01035)	$ 60.00
Lifestorage (25-01107)	$ 14,481.62
Total:	$ 2,961,332.71

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-195
Person to Person Liquor License Transfer From Raspberry Moon, Inc. to KB & AD Holdings, LLC

RESOLUTION NO. 2025-195

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING A PERSON TO PERSON LIQUOR LICENSE TRANSFER OF PLENARY RETAIL LICENSE NUMBER 1303-33-042-006 FROM RASPBERRY MOON, INC. TO KB & AD HOLDINGS, LLC

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail License Number 1303-33-042-006, heretofore issued to Raspberry Moon, Inc for premises at 517 Lake Avenue in the City of Asbury Park, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park City Council does hereby approve, effective April 29, 2025, the transfer of the aforesaid Retail License to KB & AD Holdings, LLC, "This license, subject to all its terms and conditions, is hereby transferred to KB & AD Holdings, LLC, effective April 29, 2025."

I, ANTHONY CUCCI, Deputy 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. 2025-195 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-196
Resolution Authorizing the CFO to act as Authorized Representative for the New Jersey Environmental Infrastructure Loan to be Executed.

RESOLUTION NO. 2025-196

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING (LP-2B) FOR A LOAN APPLICATION FROM THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE FINANCING PROGRAM FOR THE CITY OF ASBURY PARK WASTEWATER TREATMENT PLANT IMPROVEMENTS SPONSOR NAME: CITY OF ASBURY PARK LOAN NUMBER: S340883-09

WHEREAS, the City of Asbury Park intends to file an application with the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust for:

Project Description
Phase I improvements to the City's wastewater treatment plant located at 1700 Kingsley Street in Asbury Park, Monmouth County, New Jersey, will include the demolition of various existing equipment, ductwork, and structural elements; influent channel mechanical screen, washer/compactor, dumpster, and screenings building extension; gravity belt thickener and polymer activation system; sodium hypochlorite tanks, metering pumps, and piping; electrical MCCs installed in a new electrical room on roof; architectural, HVAC, odor control, instrumentation, fire sprinkler system improvements; water and gas connection utility relocation.

NOW, THEREFORE BE IT RESOLVED, that JoAnn Boos be authorized to act as the Authorized Representative to represent in all matters relating to the project undertaken pursuant to the above referenced New Jersey Environmental Infrastructure Loan to be executed with the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. The Authorized Representative may be contacted at the following address: 1 Municipal Plaza, Asbury Park, NJ 07712 and phone number: 732-502-5709.

I, ANTHONY CUCCI, Deputy 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. 2025-196 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-197
Resolution authorizing payment for emergency sewer repairs needed to S. Brothers Inc. totaling $19,870.12 utilizing Sewer O&E Funds.

RESOLUTION NO. 2025-197

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY SEWER REPAIRS NEEDED

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency sewer repairs needed at 915 - 917 3rd Avenue; and

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

WHEREAS, the City of Asbury Park authorizes payment to S. Brothers, Inc. in the amount of $19,870.12 for emergency sewer repairs needed; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 5-07-55-505-000-245. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to S. Brothers, Inc. in the amount of $19,870.12 for emergency sewer repairs needed at 915 - 917 3rdl Avenue.

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

I, ANTHONY CUCCI, Deputy 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. 2025-197 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

S BROTHERS INC.

PO Box 317
South River NJ 08882

emailed Kristen 10/22/24

Invoice

Date	Invoice #
10/22/24	3826

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

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
	Project: Asbury Park - Third Avenue - Emergency Repair Work performed on: 09/24/2024 Emergency work consisted of: sanitary sewer lateral broken by water company, S. Brothers excavated and located broken sewer lateral at 915-917 Third Avenue intersecting Langford Avenue This work also includes the sinkhole in the road caused by broken clay pipe near Memorial Dr. House #s 915-917 had investigation of the pipes going through the sanitary and storm; the televised lines of pipe were found with damage. S. Brothers permanently repaired all damages.					
1	Hours - 1 Job supervisor @ 8 hours	8	108.00	0	8	864.00
2	Hours - 2 machine operators @ 8 hrs/each	16	120.00	0	16	1,920.00
3	Hours - 5 Laborers @ 8hrs/each	40	106.00	0	40	4,240.00
4	LS - Traffic control devices & equipment	1	1,200.00	0	1	1,200.00
5	Day - 1 excavator	1	820.00	0	1	820.00
6	Day - 1 backhoe	1	480.00	0	1	480.00

It's been a pleasure working with you!

Total	
Payments/Credits	
Balance Due	

email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone

Attachment: INVOICE S. BROTHERS EMERGENCY (2025-197 : Authoring Payment for Emergency Sewer Repairs Needed)

S BROTHERS INC.

PO Box 317
South River NJ 08882

Invoice

Date	Invoice #
10/22/24	3826

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

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
7	LS - Transportation/tolls/fuel	1	500.00	0	1	500.00
8	LS - Mobilization	1	1,400.00	0	1	1,400.00
9	Load - 1 load of RCA	1	300.00	0	1	300.00
10	Load - 1 load of excavated material removed	1	580.00	0	1	580.00
11	LS - pipes, fittings, clamps, & concrete for benching and encasing pipe	1	1,040.00	0	1	1,040.00
12	Day - Compressor	1	160.00	0	1	160.00
13	Day - Walk behind road saw	1	130.00	0	1	130.00
14	Day - saw blade	1	95.00	0	1	95.00
15	Day - Jumping jack	1	140.00	0	1	140.00
16	Day - plate compactor	1	120.00	0	1	120.00
17	Tons - 3.21 tons of 9.5M64	3.21	72.00	0	3.21	231.12
18	LS - fix broken lateral pipe	1	1,390.00	0	1	1,390.00
19	LS - tv linging and investigation of pipes	1	740.00	0	1	740.00
20	Hours trucking	16	220.00	0	16	3,520.00

It's been a pleasure working with you!

Total	$19,870.12
Payments/Credits	$0.00
Balance Due	$19,870.12

email: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone

Tracy Lizardi

From: Lillian Nazzaro
Sent: Saturday, September 21, 2024 12:42 PM
To: Gregory Toro
Cc: John Hayes
Subject: Re: REQUEST~ for EMERGENCY Repair (915 3rd Avenue)

This is declared an emergency. Please make immediate repairs. Thank you

Lilly L. Nazzaro, Esq.
City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
P (732) 502-5753
C (732) 894-1927
Lillian.Nazzaro@cityofasburypark.com

Sent from my from iPhone

On Sep 21, 2024, at 10:49 AM, Gregory Toro <gregory.toro@cityofasburypark.com> wrote:

Hello Lilly,

We have a new Sink Hole at 915 3rd Avenue, in the travel lane (*westbound*): can declare this an EMERGENCY in order for us to get the repair done, ASAP?

Thanks again,
Greg Toro, CPWM, CRP
Deputy Director, Public Works Dept.

<image004.jpg>

<image005.jpg>

<image009.jpg>

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-198
Resolution authorizing the purchase of daily wristbands needed to operate the Beach Department from National Ticket Company totaling $8,811.24 utilizing beach funds.

RESOLUTION NO. 2025-198

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING PURCHASE OF WRISTBANDS FOR THE BEACH DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase daily wristbands needed to operate the Beach Department; and

WHEREAS, the City has solicited and obtained two quotes from National Ticket Company and Jersey Cape; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of wristbands to National Tickets Company in the amount of $8,811.24; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 5-05-55-502-000-205. 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 daily wristbands for the Beach Department in the amount of $8,811.24 and a copy of this Resolution shall be provided to the Acting City Manager, CFO, Beach Manager and Purchasing Agent.

I, ANTHONY CUCCI, Deputy 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. 2025-198 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE **3/24/2025** **Beach Utility**

DESCRIPTION of Purchase: **Wristbands for daily beach passes**

REASON for Purchase: **Daily passes for 2025**

AMOUNT: **$ 8,811.24**

VENDOR'S NAME AND ADDRESS: **National Ticket Company 5562 Snydertown Rd. Paxinos, PA 17860-7536**

REMARKS:

REQUESTED BY: **Joe Bongiovanni**

DPW DIRECTOR'S APPROVAL ____________________

Jersey Cape
152 Crest Haven Road
Cape May Court House, NJ 08210
Telephone: (609) 465-4117
orders@jerseycape.org

Order Approval: 3929

Date Ordered: 3/11/25
Req. Ship Date
In Hands By

Ordered By	Phone	Fax	Email
Joe Bongiovanni	(732) 379-8250		apchief1@optonline.net

ASBURY PARK
9 MAIN STREET
ASBURY PARK, NJ 07712

SHIP TO:
ASBURY PARK
9 MAIN STREET
ASBURY PARK, NJ 07712

Customer #	PO Number	Terms	Salesperson	Ship Method
146				

Design ID	Design Title	Type
4976	2025 3/4" Tyvek wristbands	Promo

Qty	Part Number	Color	Description	Unit Price	Tota Pric
400000	WRISTBANDS	Variety	3/4" TYVEK WRISTBANDS	0.04	16,000.0
400000					

Subtotal	16,000.0
Sales Tax	
Shipping	200.0
Total	16,200.0
Paid	
Balance	16,200.0

Note:

Authorized By: Signature | Printed Name | Title | Date

Report Date: 3/13/2025
Page # 1/1

Jersey Cape
152 Crest Haven Road
Cape May Court House, NJ 08210
Telephone: (609) 465-4117
orders@jerseycape.org

Order Number: 3929

Design Number: 497

Art Approval

Promotional Products Type Design

Design

Name	For Colors	Type	Locations
2025 3/4" Tyvek wristbands		Promo	2

Location 1 of 2

Location: **Front**

5 STK PMS Colors

1 ○ ○
2 ○ ○
3 ○ ○
4 ○ ○
5 ○ ○

Authorization

☐ Approved ☐ Not Approved

Authorized Employee Date

Notes

Location 2 of 2

Location: **Front**

5 STK PMS Colors

1 ○ ○
2 ○ ○
3 ○ ○
4 ○ ○
5 ○ ○

Authorization

☐ Approved ☐ Not Approved

Authorized Employee Date

Notes

Notes

Report Date: 3/13/202
Page # 1/1

NationalTicket
COMPANY

5562 Snydertown Rd, Paxinos, PA 17860-7536

Price Proposal

Proposal ID: 9160900-JS
Customer ID: 117046
03/13/2025

Contact Us

ticket@nationalticket.com
www.nationalticket.com

Phone 1.800.829.0829
1.570.672.2900
Fax 1.800.829.0888
1.570.672.2999

JOE BONGIOVANNI
CITY OF ASBURY PARK
9 MAIN ST
ASBURY PARK NJ 07712-7012

Description

Product:	Special Printed Ultra Bands		
Size:	10 x 1"		
Logos:	Press Ready Artwork Provided by Customer		
Stock:	Tyvek		
Numbering:	Yes		
Printing:	*Front:* Flood coated in 1 colored ink with the copy in black *Back*: None		
Misc:	With die-cut adhesive		
Lots:	20 total lots – 1 copy with 4 different designs using 10 different ink colors		
Furnished:	5 per fold; 1,000 per box		
Shipping:	Ship date to be determined upon receipt of order.		
Quantity:	160,000 total bands	**Price:**	$5,784.56 bands
			$ 180.00 FedEx ground delivery to 07712
	400,000 total bands		$8,566.24 bands
			$ 245.00 ground delivery via A Duie Pyle to 07712

We understand the importance of your event, business or project and look forward to helping you make it a success! Contact our Customer Service Department to place your order or get answers to your questions!

Terms and Conditions

All quotations are valid if orders are placed within 30 days, unless otherwise indicated. The delivery on orders accepted by us and any part thereof shall be contingent upon strikes, fires, accidents and delays of carriers and other causes unavoidable or beyond our control. All quotations made and all orders and contracts taken by our Account Managers are subject to the approval of our corporate office and credit department. A cancellation and/or proof fee will be incurred if the order is cancelled; the fee is determined pending current status of order and all work done up until the point of cancellation. All orders accepted by us cannot be countermanded, except with our consent and upon term which will indemnify us against loss. Buyer agrees to assume liability for patent infringement in favor of any person or corporation arising out of the manufacture of the goods ordered and save seller harmless therefrom. Unless specifically prohibited, we are permitted, without charge, to put our name, trademark and address on the face of the merchandise manufactured by us for our customers. Unless otherwise indicated, freight is FOB Paxinos, PA. For artwork and data transmission guidelines, services and fees visit our website at www.nationalticket.com/general/artworkfaq.asp Paxinos, PA.

Delivered via e-mail to APCHIEF1@OPTONLINE.NET phone 732.379.8250 fax region 02

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-199
Resolution authorizing the purchase of transmission for the Beach Kubota from Cherry Valley Tractor Sales, Inc. in the amount of $7,446.39 from the NJ State Contract A43022 utilizing Beach O&E funds.

RESOLUTION NO. 2025-199

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE OF A TRANSMISSION FOR THE BEACH KUBOTA

WHEREAS, the City of Asbury Park ("City") has a need to purchase a transmission for the Beach Kubota; and

WHEREAS, the City has obtained a quote from Cherry Valley Tractor Sales totaling $7,446.39 under the NJ State Contract A43022; and

WHEREAS, the City of Asbury Park is desirous of purchasing a transmission for the Beach Kubota in the amount of $7,446.39; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-05-55-502-000-213. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a transmission for the Beach Kubota in the amount of $7,446.39 to Cherry Valley Tractor Sales and a copy of this Resolution shall be provided to the Deputy Director of Public Work, Acting City Manager, CFO and Director of Purchasing.

I, ANTHONY CUCCI, Deputy 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. 2025-199 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

CHERRY VALLEY TRACTOR SALES

35 ROUTE 70 WEST
MARLTON, NEW JERSEY 08053-3009
Phone: (856) 983-0111 Fax: (856) 988-6290
www.cherryvalleytractor.com

CITY OF ASBURY PARK
9 MAIN STREET
ASBURY PARK NJ 07712-7000

PAGE 1

CASH	CHG.	F.P.

ACCT. NO. 75090

SALESMAN	PURCHASE ORDER NO.	R.O. NO.	P.T. NO.	INVOICE DATE	TIME	INVOICE NO.
413			Q538090	04/03/2025	01:07 PM	QUOTE

QUANTITIES ORDERED	B/O	SHIPPED		PART NUMBER	DESCRIPTION	VENDOR / BIN LOC.	PRICES	
				RTVX1100C SER.# 70580				
1		1	N	K7731-10035	TRANSAXLE,	UD	7446.39	7446.3

NONE AVAILIBLE WILL NEED TO REACH OUT TO KUBOTA FOR ETA
QUOTE GOOD FOR 30 DAYS
A43022

THANKS FOR YOUR BUSINESS!
WWW.CHERRYVALLEYTRACTOR.COM

Federal ID #21-0731098

SHIP
VIA

DESCRIPTION		ACCOUNT	AMOUNT
PARTS	NONTAXABLE		7446.3
FREIGHT			
SALES TAX			0.0
INVOICE TOTAL			7446.3

TERMS: Net due 30 days. No refunds without this invoice; 30 day return policy with proof of purchase and 15% restocking charge. No returns on special ordered parts and/or electrical items. Pre-payment required on all special order non returnable items. There will be an interest charge of 2% per month (24% annual) on all charges after the due date.

Signature: ______________________________

cherry_invoice template

WE ARE GOING PAPERLESS!
PLEASE EMAIL aimeew@cherryvalleytractor.com
TO GET SIGNED UP.

As a result of EPA's rule regarding Phenol, Isopropylated Phosphate (3:1) (PIP (3:1)), and pursuant to 40 CFR & 751.407 et seq, We identify some or all of the below articles (components, parts or whole goods) as containing PIP (3:1) and that said PIP (3:1) containing articles are compliant with this rule. For more information, see https: *www.epa.gov/assessing-and-managing-chemicals-under-tsca/persistent-bioaccumulative-and-toxic-pbt-chemicals-under*

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE: 4-8-25

DESCRIPTION of Purchase:
New Transmission Kubota #669

REASON for Purchase Transmission Is no good not moving

7446 34

AMOUNT: ______

VENDOR'S NAME AND ADDRESS: Cherry Valley Tractor Sales

REMARKS:

REQUESTED BY: ______

DPW DIRECTOR'S APPROVAL ______ 4/8/25

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-200
Resolution authorizing the purchase of three mini beach dumpsters for the Department of Public Works from Broyhill, Inc. in the amount of $35,345.00 utilizing Clean Communities Grant Funds.

RESOLUTION NO. 2025-200

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE OF THREE MINI BEACH DUMPSTERS FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Asbury Park ("City") has a need to purchase three mini beach dumpsters for the Department of Public Works to use at the beach front; and

WHEREAS, the City has solicited and obtained three quotes from Broyhill, Inc, Wastequip Manufacturing and DETCON; and

WHEREAS, the City of Asbury Park is desirous of purchasing three mini beach dumpsters from Broyhill, Inc. in the amount of $35,345.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-950-021-200 and G-02-43-956-022-212. 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 three mini beach dumpsters for the Department of Public Works in the amount of $35,345.00 from Broyhill, Inc. and a copy of this Resolution shall be provided to the Deputy Director of Public Works, Acting City Manager, CFO and Director of Purchasing.

I, ANTHONY CUCCI, Deputy 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. 2025-200 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Broyhill INC.
Dakota City,Nebraska 68731-0475
Phone: 402.987.3412 FAX: 402.987.3601
www.broyhill.com

City of Asbury Park
Daniel Paczkowski
9 Main St
Asbury Park, NJ 07712

3-11-25

Quote for rear compactor boxes

	1	
3- Rear Dumping Compactor boxes	+($10,655.00ea.)	$31,965.00
1 Frt. to City of Asbury Park, NJ		+$3,380.00
	Total	$35,345.00

Quote is good for 45 days including frt., acceptance of this quote requires payment terms of 15 days from delivery of unit by overnight courier or wire transfer. Please, inform your accounting A/P Department of this requirement.

Thank you for your continued support for Broyhill products.

Craig Broyhill

Outlook

Re: [EXTERNAL] RE: Broyhill Load and Pack Dumpsters

From Daniel Paczkowski <Daniel.Paczkowski@as
Date Tue 4/1/2025 1:02 PM
To Shane Gore

Updated
Email
From WasteQuip

Thank you.
I appreciate you lo

Daniel Paczkow
Asbury Park Public W
9 Main St
Asbury Park, NJ 07712
P: 732-456-4873
daniel.paczkowski@as

From: Shane Gore <sgore@wastequip.com>
Sent: Tuesday, April 1, 2025 11:41 AM
To: Daniel Paczkowski <Daniel.Paczkowski@asburypark.gov>
Subject: [EXTERNAL] RE: Broyhill Load and Pack Dumpsters

Hi Dan – I spoke with my engineering team. We do not make the packer style container you are looking for.

Sorry we couldn't assist on this one.

All the best,
Shane

WASTEQUIP®
Toter®

Shane Gore
Regional Sales Manager, Wastequip, LLC
845-238-7189
sgore@wastequip.com | www.wastequip.com

Attachment: QUOTES MINI BEACH DUMPSTERS (2025-200 : Resolution Authorizing the Purchase of Three Mini Beach Dumpster for DPW)

Outlook

[EXTERNAL] RE: Broyhill Load and Pack Dumpsters

From Shane Gore <sgore@wastequip.com>
Date Tue 4/1/2025 9:50 AM
To Daniel Paczkowski <Daniel.Paczkowski@asburypark.gov>

Hi Dan – Good talking with you. I'm looking into this one now. As mentioned, I don't believe we offer this, but am checking.

Thanks,
Shane

WASTEQUIP®

Toter®

Shane Gore

Regional Sales Manager, Wastequip, LLC

845-238-7189

sgore@wastequip.com | www.wastequip.com

From: Daniel Paczkowski <Daniel.Paczkowski@asburypark.gov>
Sent: Thursday, March 27, 2025 1:58 PM
To: Shane Gore <sgore@wastequip.com>
Subject: Broyhill Load and Pack Dumpsters

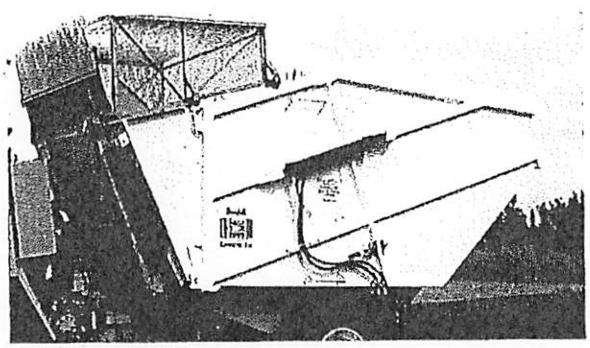
You don't often get email from daniel.paczkowski@asburypark.gov. Learn why this is important

ALERT: This message originated outside of Wastequip's network. **BE CAUTIOUS** before clicking any link or attachment.

Shane,

We are in need a few dumpsters for our Broyhill Load'n'Pack machine we use on our beachfront. Is this something you could provide for us? We use the 7yd rear loading compactor box.

https://loadandpack.net/explore/



Explore - LoadandPack.net

Explore Refuse Container Types 4 Steps Specs Financing 3 Refuse Box Types There are three possible choices for refuse container types on the Load

loadandpack.net

Thanks,

Daniel Paczkowski, CPWM
Asbury Park Public Works Supervisor
9 Main St
Asbury Park, NJ 07712
P: 732-456-4873
daniel.paczkowski@asburypark.gov

WASTEQUIP YOUR ONLY ALL-IN-ONE WASTE EQUIPMENT RESOURCE

From: Shane Gore <sgore@wastequip.com>
Sent: Tuesday, April 1, 2025 9:50 AM
To: Daniel Paczkowski <Daniel.Paczkowski@asburypark.gov>
Subject: RE: Broyhill Load and Pack Dumpsters

Hi Dan – Good talking with you. I'm looking into this one now. As mentioned, I don't believe we offer this, but am checking.

Thanks,
Shane

WASTEQUIP
Toter

Shane Gore
Regional Sales Manager, Wastequip, LLC
845-238-7189
sgore@wastequip.com | www.wastequip.com

WASTEQUIP YOUR ONLY ALL-IN-ONE WASTE EQUIPMENT RESOURCE

From: Daniel Paczkowski <Daniel.Paczkowski@asburypark.gov>
Sent: Thursday, March 27, 2025 1:58 PM
To: Shane Gore <sgore@wastequip.com>
Subject: Broyhill Load and Pack Dumpsters

You don't often get email from daniel.paczkowski@asburypark.gov. Learn why this is important

ALERT: This message originated outside of Wastequip's network. **BE CAUTIOUS** before clicking any link or attachment.

Shane,

We are in need a few dumpsters for our Broyhill Load'n'Pack machine we use on our beachfront. Is this something you could provide for us? We use the 7yd rear loading compactor box.

https://loadandpack.net/explore/

Outlook

Fwd: [EXTERNAL] Broyhill

From Joe Giuffi <Joe.Giuffi@asburypark.gov>
Date Thu 3/27/2025 1:42 PM
To Daniel Paczkowski <Daniel.Paczkowski@asburypark.gov>

Sent from my iPhone

Begin forwarded message:

> **From:** DETCON <detconcorp@aol.com>
> **Date:** March 27, 2025 at 1:40:14 PM EDT
> **To:** Joe Giuffi <Joe.Giuffi@asburypark.gov>
> **Subject: [EXTERNAL] Broyhill**
> **Reply-To:** DETCON <detconcorp@aol.com>
>
> Good afternoon Joe,
> As per our discussion, currently DETCON does not deal with the Broyhill product line or a comparable product. Should you need anything else regarding waste or recycling products, please do not hesitate to reach out.
>
> Appreciate the opportunity,
> Chris Larsen
> DETCON
> 732-938-2211 x10
> 732-299-9409 cell

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-201
Resolution authorizing parts and repairs needed to the Beach Backhoe Loader at DPW in the amount of $9,569.01 utilizing funds from Beach O&E.

RESOLUTION NO. 2025-201

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING PARTS AND REPAIRS NEEDED TO THE BEACH BACKHOE LOADER

WHEREAS, the City has a need to repair the Backhoe Loader at the Department of Public Works; and

WHEREAS, the City of Asbury Park received a quote from Jesco, Inc. with the price totaling $9,569.01 based off of the Educational Services Commission of New Jersey (ESCNJ) Contract #22/23-12, in which the City is a member; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for Backhoe Loaders repairs needed at the Department of Public Works to Jesco, Inc.in the amount of $9,569.01; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-05-55-502-000-213. 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 Backhoe Loader repairs needed at the Department of Public Works in the amount of $9,569.01 and a copy of this resolution shall be provided to the Acting City Manager, CFO, Deputy Director of Public Works and Director of Purchasing.

I, ANTHONY CUCCI, Deputy 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. 2025-201 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

1790 Rt.38 (So. Pemberton Rd)
Lumberton, NJ 08048
Phone: (609) 267-2020
Fax: (609) 450-8117

THE DOWN-TO-EARTH EQUIPMENT PEOPLE™

REMIT TO
Jesco Inc.
1260 Centennial Ave.
Piscataway NJ, 08854

JOHN DEERE

Ship To:
F/ASBURY PARK DPW ESCNJ/22/3-12

Invoice To:
Asbury Park DPW
9 Main St
Asbury Park NJ 07712

Branch		
05 - Mt. Holly NJ		
Date	**Time**	**Page**
04/04/2025	10:14:05 (O)	1
Account No.	**Phone No.**	**Invoice No.**
0000070900	7327750900	024688 01
Ship Via	**Purchase Order**	
	25-00892	
	Salesperson	
	585	

ESTIMATE EXPIRY DATE: 04/11/2025

DESCRIPTION

********* Segment 01 *********

Stock #: 260348S1 JD 410K BACKHOE LOADER MS #: 1T0410KXPEE260348
Make: JD Model: 410K
Is to have the following work done

ESTIMATE ONLY
ADDITIONAL DESCRIPTION:
-THIS IS AN ESTIMATE ONLY TO REMOVE AND REPLACE ENGINE INTERFACE HARNESS

Part#	Description	Qty	Price	Amount
AT403485	Wiring Harness	1	3008.11	3008.11
JDFRTIN	JD FREIGHT IN	1	50.00	50.00

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES	91.74	91.74
	ENVIRO CHARGE	61.16	61.16

********* Segment 02 *********

TRAVEL TIME AND MILIAGE
ADDITIONAL DESCRIPTION:
-THIS AN ESTIMATE ONLY FOR TRAVEL TIME AND MILEAGE FOR THE TWO DAY REPAIR

Part#	Description	Qty	Price	Amount
SR CALL	MILEAGE	125	5.00	625.00

********* Segment 03 *********

DIAGNOSTICS

Customer's Authorization Signature:____________________________
I am authorized, on behalf of the Customer, to authorize Jesco (and hereby grant such authorization) to perform the repair work described above, including all service, parts and materials necessary to complete the described work. Customer agrees to an express lien on the equipment and authorizes Jesco to retain possession of the equipment until all amounts due as billed are paid in full. Customer grants Jesco permission to operate the equipment referenced in this Authorization as necessary to testing and inspection. Customer will not hold Jesco responsible for damage to or loss of the equipment in case of fire, theft, accident or other causes beyond Jesco's control. Customer must pick up its machinery/equipment within 72 hours of its being notified that the work is complete. If Customer fails to pick up its equipment within 72 hours of such notification, Customer acknowledges and agrees that it will be charged a storage fee of $50.00 per day.

☐ C O D ☐ Jesco Account (Net 3
AUTH# __________
☐ CREDIT CARD
☐ POWER PLAN
☐ CHECK
AUTH# __________

JESCO
THE DOWN-TO-EARTH EQUIPMENT PEOPLE™

1790 Rt.38 (So. Pemberton Rd)
Lumberton, NJ 08048
Phone: (609) 267-2020
Fax: (609) 450-8117

REMIT TO
Jesco Inc.
1260 Centennial Ave.
Piscataway NJ, 08854

JOHN DEERE

Ship To:
F/ASBURY PARK DPW ESCNJ/22/3-12

Invoice To:
Asbury Park DPW
9 Main St
Asbury Park NJ 07712

Branch		
05 - Mt. Holly NJ		
Date	**Time**	**Page**
04/04/2025	10:14:05 (O)	2
Account No.	**Phone No.**	**Invoice No.**
0000070900	7327750900	024688 01
Ship Via	**Purchase Order**	
	25-00892	
	Salesperson	
	585	

ESTIMATE EXPIRY DATE: 04/11/2025

DESCRIPTION

ADDITIONAL DESCRIPTION:
-CUSTOMER STATES MACHINE HAS CODE FOR FAN
-INSPECTED HARNESS AND FOUND MULTIPLE SHORTS. RECCOMEND REPLACING HARNESS

Parts:	3058.11
Labor:	5733.00
Service Call:	625.00
Miscellaneous:	152.90
TOTAL:	9569.01

Authorization: ______________________________

Customer's Authorization Signature: ____________________
I am authorized, on behalf of the Customer, to authorize Jesco (and hereby grant such authorization) to perform the repair work described above, including all service, parts and materials necessary to complete the described work. Customer agrees to an express lien on the equipment and authorizes Jesco to retain possession of the equipment until all amounts due as billed are paid in full. Customer grants Jesco permission to operate the equipment referenced in this Authorization as necessary to testing and inspection. Customer will not hold Jesco responsible for damage to or loss of the equipment in case of fire, theft, accident or other causes beyond Jesco's control. Customer must pick up its machinery/equipment within 72 hours of its being notified that the work is complete. If Customer fails to pick up its equipment within 72 hours of such notification, Customer acknowledges and agrees that it will be charged a storage fee of $50.00 per day.

☐ C O D ☐ Jesco Account (Net 3
☐ CREDIT CARD AUTH# ____________
☐ POWER PLAN
☐ CHECK AUTH# ____________

Attachment: QUOTE BEACH BACKHOE LOADER REPAIRS (2025-201 : Resolution Authorizing Parts and Repairs Needed to the Beach Backhoe

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE: 4/7/25

DESCRIPTION of Purchase:

DPW JOHN DEERE BACKHOE #23
NEEDS ENGINE WIRING HARNESS

REASON for Purchase

INTERNAL SHORT IN WIRING HARNESS

AMOUNT: $9569.01

VENDOR'S NAME AND ADDRESS: JESCO JOHN DEERE

REMARKS:

REQUESTED BY: S. Prwgicki

DPW DIRECTOR'S APPROVAL 4/7/25

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-202
Resolution authorizing 2025 fertilizer and weed control program at various locations citywide with Controlled Growth utilizing O&E funds. Quotes Received: Controlled Growth $21,930, For-Shore $42,227.96, Western does not do broadleaf spray for weed control and By Design Landscaping $26,340.

RESOLUTION NO. 2025-202

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING A FERTILIZER AND WEED CONTROL PROGRAM AT VARIOUS LOCATIONS CITYWIDE WITH CONTROLLED GROWTH FOR 2025

WHEREAS, there exists the need for the City of Asbury Park to provide a fertilizer and weed control program at various locations citywide for 2025; and

WHEREAS, the city has solicited and obtained quotes from Controlled Growth, LLC, For-Shore, Western and By Design Landscaping, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a fertilizer and weed control program for 2025 to Controlled Growth, LLC at the annual rate of $21,930.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-01-26-310-000-218. 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 authorizes a fertilizer and weed control program at various locations Citywide for 2025 with Controlled Growth, LLC in the form attached hereto; and

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

I, ANTHONY CUCCI, Deputy 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. 2025-202 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

City of Asbury Park
Bid Log

	1	2	3	4	5
Name	Controlled Growth	For-Shore	Western	BLD	
Address					
City					
Contact					
Website:					
e-mail					
Phone (Office)					
Phone (Cell)					
Fax					
Notes					

	Item(s) in Scope of Work	((Project Name))				
1	Quote: Request #1- Emailed	4/1/25	4/1/25	4/1/25	4/1/25	
2	Quote: Request #2-		4/3/2025 /// Spoke w.ThemOn4/3- They will Provide a Quote	4/3/25	4/3/25	
3	4/4/25: DEADLINE @ 10:00am	Received 4/2/25	Received 4/3/25	DECLINED to Provide Quote (they "DO NOT DO BRAODLEAF SPRAYFOR WEED CONTROL ..."	Received 4/4/25	
4	Location #1: CBD	$ 5,940.00	- - -		$ 7,140.00	
5	Location #2: Springwood Park- 126 Atkins $900(Beds) + 945(Turf) = $1,848.00	$ 1,848.00	- - -		$ 2,220.00	
6	Location #3: Main Street Park (Main, to Bond)	$ 2,922.00	- - -		$ 3,510.00	
7	Location #4: Liberty Park (Grand,toHeck/AsburyAve,to1st)	$ 3,510.00	- - -		$ 4,200.00	
8	Location #5: East Lake Avenue (AlongWesleyLake)(Bond,ToJames)	$ 2,340.00	- - -		$ 2,820.00	
9	Location #6: City Hall $1,500(Beds) - $1,170(Turf) = $2,670	$ 2,670.00	- - -		$ 3,210.00	
10	Location #7: Bradley Park (101 5th Avenue)	$ 2,700.00	- - -		$ 3,240.00	
11	Turf	- - -	$ 35,460.56		- - -	
12	Beds	- - -	$ 6,757.40		- - -	
	Totals	$ 21,930.00	$ 42,227.96	$ -	$ 26,340.00	$

City of Asbury Park
Gregory Toro
Downtown Business District
Asbury Park, Nj 07712

CONTROLLED GROWTH LLC

4/2/25

2025 Bed Weed Control Program

1. Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $990.00
2. Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $990.00
3. Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $990.00
4. Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $990.00
5. Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $990.00
6. Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $990.00

Season total - $5,940.00+tax

Approval______________________________ Date_______________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

NEW JERSEY TURFGRASS ASSOCIATION NJMCA

2640 Route 70, building 4, Manasquan NJ 08736 Pesticide #91177B

CONTROLLED GROWTH LLC

City of Asbury Park
Gregory Toro
Library Park
Grand Ave. to Heck St.
Asbury Ave. to 1st Ave.
Asbury Park, Nj 07712

4/2/25

2025 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $585.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $585.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $585.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $585.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $585.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $585.00

Season total - $3,510.00+tax

Approval______________________________ Date________________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

CERTIFIED ARBORIST ISA

NJ ARBORISTS

NEW JERSEY TURFGRASS ASSOCIATION

NJMCA

2640 Route 70, building 4, Manasquan NJ 08736 Pesticide #91177B

CONTROLLED GROWTH LLC

City of Asbury Park
Gregory Toro
East Lake Ave.
Along Wesley Lake
Bond St. to St. James St.
Asbury Park, NJ 07712

4/2/25

2025 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $390.00

2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $390.00

3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $390.00

4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $390.00

5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $390.00

6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $390.00

Season total - $2,340.00+tax

Approval________________________________ Date_______________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

2640 Route 70, building 4, Manasquan, Nj 08736 Pesticide #91177B

CONTROLLED GROWTH LLC

4/2/25

City of Asbury Park
Gregory Toro
City Hall
1 Municipal Plaza
Asbury Park, Nj 07712

2025 Bed Weed Control Program

1. Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $250.00
2. Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $250.00
3. Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $250.00
4. Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $250.00
5. Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $250.00
6. Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $250.00

Season total - $1,500.00+tax

Approval______________________________ Date_______________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

CERTIFIED ARBORIST ISA · NJ ARBORISTS · NEW JERSEY TURFGRASS ASSOCIATION · NJMCA

2640 Route 70, building 4, Manasquan, NJ 08736 Pesticide #91177B

CONTROLLED GROWTH LLC

City of Asbury Park
Gregory Toro
City Hall
1 Municipal Plaza
Asbury Park, Nj 07712

4/2/25

2025 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $195.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $195.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $195.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $195.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $195.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $195.00

Season total - $1,170.00+tax

Approval________________________________ Date____________________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

ISA   NJ ARBORISTS   NEW JERSEY TURFGRASS ASSOCIATION   NJMCA

2640 Route 70, building 4, Manasquan, NJ 08736   Pesticide #91177B

CONTROLLED

City of Asbury Park
Gregory Toro
Main St. Park
Main St to Bond St.
5th Ave. to Sunset Ave.
Asbury Park, Nj 07712

4/2/25

2025 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $487.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $487.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $487.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $487.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $487.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $487.00

Season total - $2,922.00+tax

Approval________________________ Date______________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

NJ ARBORISTS
NEW JERSEY TURFGRASS ASSOCIATION
NJMCA

2640 Route 70, building 4, Manasquan, NJ 08736 Pesticide #91177B

City of Asbury Park
Gregory Toro
Bradley Park
101 5th Ave.
Asbury Park, NJ 07712

CONTROLLED GROWTH LLC

4/2/25

2025 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $450.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $450.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $450.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $450.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $450.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $450.00

Season total - $2,700.00+tax

Approval________________________________ Date____________________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

175 Lehigh Avenue Lakewood, NJ 08701 * Pesticide #91177B

CONTROLLED GROWTH LLC

City of Asbury Park
Gregory Toro
Springwood Park
126 Atkins Ave.
Asbury Park, NJ 07712

4/2/25

2025 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $158.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $158.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $158.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $158.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $158.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $158.00

Season total - $948.00+tax

Approval_______________________________ Date________________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

CERTIFIED ARBORIST ISA   NJ ARBORISTS   NEW JERSEY TURFGRASS ASSOCIATION   NJMCA

CONTROLLED GROWTH LLC

4/2/25

City of Asbury Park
Gregory Toro
Springwood Park
126 Atkins Ave.
Asbury Park, Nj 07712

2025 Bed Weed Control Program

1. Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $150.00
2. Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $150.00
3. Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $150.00
4. Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $150.00
5. Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $150.00
6. Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $150.00

Season total - $900.00+tax

Approval______________________________ Date__________________

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

ISA NJ ARBORISTS NEW JERSEY TURFGRASS ASSOCIATION NJMCA

CONTROLLED GROWTH LLC

LAWN AND TREE CARE SPECIALISTS

professional service, amazing results

We specialize in:

- Lawn Fertilization, Weed & Pest Control*
- Slice Seeding
- Core Aeration
- Liming
- Disease Control (Lawn & Trees)
- Tick Programs*
- Bed Weed Programs*
- Tree & Shrub Care*
- Soil Testing
- Mosquito Control*
- Spotted Lanternfly Control

*Organic Programs Available

Call us for a FREE analysis

732-534-5321

office@controlledgrowthnj.com

Lawn Care | Tick & Mosquito | Spotted Lanternfly | Tree & Shrub

A beautifully well maintained landscape greatly enhances the value of your property, and adds to the overall quality of life that you deserve. Creating and maintaining a healthy lawn takes more than just watering and mowing. It takes a carefully customized lawn care program, managed by our experienced and licensed lawn care specialists.

Get the beautiful green lawn you've always dreamed of with a little help from our certified and licensed applicators at Controlled Growth.

Learn more about us at www.controlledgrowthnj.com

Licensed and Fully Insured

CERTIFIED ARBORIST ISA

NEW JERSEY TURFGRASS ASSOCIATION

Business Pesticide License #91177B
NJ Tree Company Business Reg. #NJTC772524
Licensed Tree Care Operator LTCO #489
ISA Certified Arborist #NJ1060A
NJ Certified Fertilizer Applicator #C000686
Rutgers Organic Land Care Certificate
Licensed Tree Expert LTE #751

For-Shore

Weed Control · Lawn Care · Tree & Shrub Care

Brick · Waretown · Stafford · Seaville

April 3, 2025

Greg Toro
Deputy Director
City of Asbury Park Public Works
9 Main St
Asbury Park, NJ 07712

Mr Toro,

Thank you for the opportunity to bid on the public spaces of Asbury Park for lawn care and weed control. Below is our pricing for the requested areas, including the Sewer plant we previously did an estimate for. We propose the following service schedules:

Lawn Care: 6 applications including fertilizer, pre- and post-emergent weed control, and insect control. We are equipped for both granular and liquid applications and would use the appropriate method for the specific location.

Weed Control – General: 3 scheduled visits including pre- and post-emergent herbicides to kill weeds and prevent new growth in stones, pavers, beds, and along cracks and curb lines (C&C)

Weed Control – Central Business District: We have been treating Manasquan's central business district for many years with 2 applications, one in the spring and one after Labor Day. We recommend this to avoid too much contact between pesticides and the public.

Please review the attached pages and let me know if you have any questions or would like to schedule any services.

Nathaniel Matthews
President
For Shore Weed Control

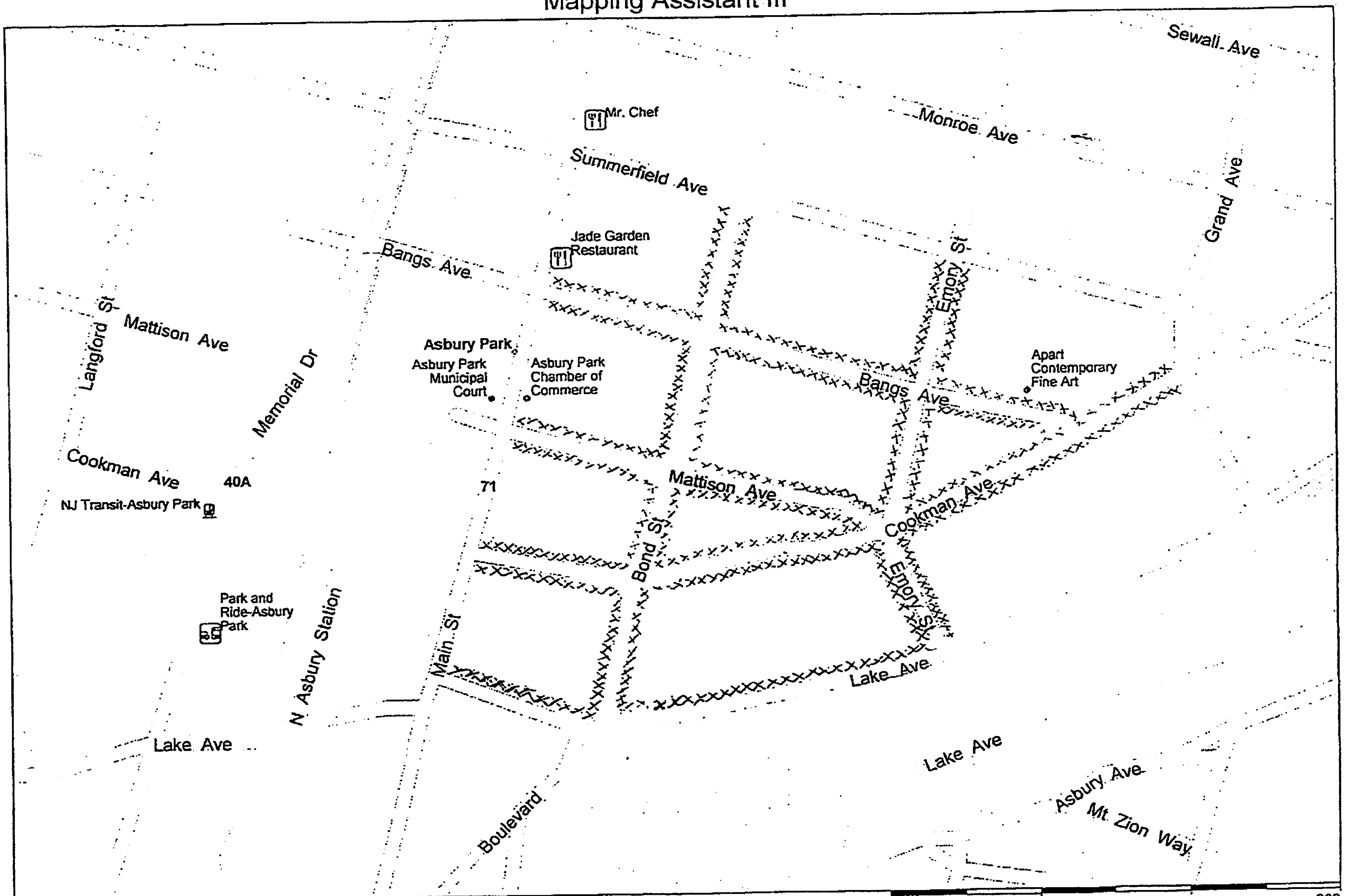
2224 Rt. 88 · Brick · New Jersey 08724
(800) 821-2891 · For-Shore.com

Location	Turf sqft	Price/6 apps	Notes	Weed Control Size	Price/Season	Instructions	# of visits
Bradley Park	188406	$ 8,139.14	Both squares between Webb and Ocean Ave N				
Main St Park	365091	$ 16,648.15	Around Sunset lake				
City Hall	29779	$ 1,357.92	All lawn around city hall, incl rain garden block	47128	$ 2,564.90	Beds, pavers, C&C around city hall	3 scheduled visits
East Lake Ave	46972	$ 2,141.92	Strips of grass along Wesley Lake incl along bond st				
Library Park	128548	$ 5,861.79	park across the street from library				
Central Business District	n/a	$ -		Time based	$3,850.00	Pavers, C&C, tree wells - see map	2 scheduled visits
Springwood Park	28764	$ 1,311.64	All lawn between Union & Atkins	1711	$159.50	Beds, C&C around park	3 scheduled visits
Sewer Plant	n/a			3154	$193.00	All stones, C&C	3 scheduled visits
		$ 35,460.56			$ 6,767.40		

TREAT RED PAVERS IN EASEMENTS AND BEDS IN RED PAVER EASEMENTS ON STREETS MARKED BY MAP 27,440 sqft

31090

Mapping Assistant III



Gregory Toro

From: KEVIN KIRKWOOD <kevinkirkwood@me.com>
Sent: Thursday, April 3, 2025 9:27 AM
To: Gregory Toro
Cc: Chris T Burns; Mark Derasmo; Shirley's Work Cell Phone Cell Phone
Subject: [EXTERNAL] Fwd: 2nd REQUEST~ for Annual Services Quote- Annual Weed Control

Good morning, Greg

Western currently does not do broadleaf spray for weed control at this time.
As to all Pest Control here's our coverage.

Cockroaches, fleas ticks, silverfish, clover, mites, mice, rat, squirrels, bees, earwigs, millipedes, centipedes, cricket spiders, and ants.
Commercial and residential.
To include large animal trapping.

Thank you in advance
Kevin Kirkwood

Begin forwarded message:

> **From:** "Gimbut, Shirley" <SGimbut@westernpest.com>
> **Date:** April 3, 2025 at 8:24:38 AM EDT
> **To:** KEVIN KIRKWOOD <kevinkirkwood@me.com>
> **Subject: Fw: 2nd REQUEST~ for Annual Services Quote- Annual Weed Control**

> **From:** Gregory Toro <Gregory.Toro@asburypark.gov>
> **Sent:** Thursday, April 3, 2025 7:52 AM
> **To:** Gimbut, Shirley <SGimbut@westernpest.com>
> **Subject:** 2nd REQUEST~ for Annual Services Quote- Annual Weed Control

You don't often get email from gregory.toro@asburypark.gov. Learn why this is important

> **STOP. THINK. READ. This is an External Email. Please use caution when clicking on any Links or Opening any attachments.**
> Hello,
>
> We are writing in with a 2nd Request for Quote from your company; can you provide a pricing for the services listed below?
>
> Thank you,
> Greg

> **From:** Gregory Toro
> **Sent:** Tuesday, April 1, 2025 9:22 AM

BDL
By Design Landscapes, Inc.

April 3, 2025

Mr. Gregory Toro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

2025 Bed Weed Control Program-Downtown Business District

Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $1,190.00

Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $1,190.00

Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $1,190.00

Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $1,190.00

Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $1,190.00

Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $1,190.00

Bed Weed Control Total = 7,140.00 + tax

Approval________________________ Date________________

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com

BDL
By Design Landscapes, Inc.

April 3, 2025

Mr. Gregory Toro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

2025 Turf Care Fertilizer & Weed Control Program-Library Park

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $700.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $700.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $700.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $700.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $700.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $700.00

Turf Care Total - $4,200.00+tax

Approval______________________________ Date__________________

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com

BDL
By Design Landscapes, Inc.

April 3, 2025

Mr. Gregory Toro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

2025 Turf Care Fertilizer & Weed Control Program-East Lake Ave.

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $470.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $470.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $470.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $470.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $470.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $470.00

Turf Care Total - $2,820.00+tax

Approval_______________________________ Date____________________

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com

BDL
By Design Landscapes, Inc.

April 3, 2025

Mr. Gregory Toro
City of Asbury Park
City Hall
1 Municipal Plaza
Asbury Park, NJ 07712

2025 Turf Care Fertilizer & Weed Control Program-City Hall

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $235.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $235.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $235.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $235.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $235.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $235.00

Turf Care Total - $1,410.00+tax

Approval_______________________________ Date________________

2025 Bed Weed Control Program-City Hall

Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $300.00

Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $300.00

Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $300.00

Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $300.00

Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $300.00

Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $300.00

Bed Weed Control Total = $1,800.00 + tax

Approval_______________________________ Date________________

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com

April 3, 2025

Mr. Gregory Toro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

BDL
By Design Landscapes, Inc.

2025 Turf Care Fertilizer & Weed Control Program- Main Street Park

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $585.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $585.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $585.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $585.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $585.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $585.00

Turf Care Total - $3,510.00+tax

Approval______________________________ Date__________________

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com

BDL
By Design Landscapes, Inc.

April 3, 2025

Mr. Gregory Toro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

2025 Turf Care Fertilizer & Weed Control Program- Bradley Park

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $540.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $540.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $540.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $540.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $540.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $540.00

Turf Care Total - $3,240.00+tax

Approval__________________________________ Date____________________

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com

BDL
By Design Landscapes, Inc.

April 3, 2025

Mr. Gregory Toro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

2025 Turf Care Fertilizer & Weed Control Program-Springwood Park

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $190.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - $190.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $190.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - $190.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $190.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - $190.00

Turf Care Total - $1,140.00+tax

Approval________________________ Date______________

2025 Bed Weed Control Program-Springwood Park

Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $180.00

Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $180.00

Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $180.00

Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $180.00

Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $180.00

Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - $180.00

Bed Weed Control Total = $1,080.00 + tax

Approval________________________ Date______________

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-203
Resolution authorizing an agreement for 2025 Fire Department apparatus and equipment testing in the amount of $7,347.70.80 utilizing Fire O&E funds.

RESOLUTION NO. 2025-203

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING AN AGREEMENT 2025 FIRE DEPARTMENT APPARATUS AND EQUIPMENT TESTING

WHEREAS, the Fire Department is in need of apparatus and equipment testing for 2025; and

WHEREAS, the City has obtained a quote from IIA Fire Department Testing, Mistras Asset Protection Solutions and FireFlow Services, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to IIA Fire Department Testing in the amount of $7,347.70; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 5-01-25-265-000-262. 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 Fire Department apparatus and equipment testing for 2025 in the amount of $7,347.70 and a copy of this Resolution shall be provided to the Acting City Manager, CFO, Chief of Fire and Director of Purchasing.

I, ANTHONY CUCCI, Deputy 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. 2025-203 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

IIA FIRE DEPARTMENT TESTING

IIA Fire Department Testing
16140 N Arrowhead Fountains Center, Ste 108
Peoria AZ 85382

LeAnn Spreitzer Inside Sales
leann.spreitzer@industrial-ia.com
M: 602-435-7083

Quote Number: 00126053
Quote Date: 03/17/2025
Expiration Date: 12/31/2025
P.O. Number:

<u>Bill To:</u>
Asbury Park Fire Department
800 Main St
Asbury Park, NJ07712-5987
Captain Christopher Barkalow

Contact:
Christopher Barkalow
Captain
Phone: (732) 775-6300
Mobile: (732) 904-3174
Email: christopher.barkalow@cityofasburypark.com

<u>Ship To:</u>
Asbury Park Fire Department
800 Main Street
Asbury Park, NJ07712

QUOTE

Customer will be charged, and final price adjusted based upon the actual equipment quantity/lengths being tested

** A 3.5% transaction fee will be applied for any credit card transaction over $1000.00**

Description	Quantity	Rate	Total Amount
Annual ground ladder testing (per foot) as per NFPA 1932-2015 (Heat Sensors are a separate line item if required)	438	$2.85	$1,248.30
Fire Hose less <= 5 in Test as per NFPA 1962	10,855	$0.28	$3,039.40
Heat sensor label for ground/ aerial ladder	1	$2.75	$2.75

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

Description	Quantity	Rate	Total Amount
	TOTAL		$4,290.45

To Schedule Service, Sign Below and Return to Fail Safe Promptly via Fax, Mail, or Email		
Signature:	Title:	Date:

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

IIA FIRE DEPARTMENT TESTING

16140 N Arrowhead Fountain Center Dr. Suite 108 Peoria, AZ 85382
Phone: (732) 294-7904 Fax: (732) 339-3413
fdtsales@industrial-ia.com www.industrial-ia.com

Fire Hose & Appliance/ Nozzle Testing

Customer will be responsible to secure water supply and will bear any associated cost.
Customer will be responsible to have a driver available on day of testing.
Customer will be responsible to provide a flat, clean, paved testing area ~300ft x 40ft.
Customer will be responsible to provide a pump and operator for nozzle testing.

Job Description:

- Test all hose, appliance, and nozzles (charged separately) to NFPA 1962 (hose 1987 and older and LDH hose without locks will be tested unless otherwise requested by the customer. Not responsible for general maintenance such as coupling tightening)
- Provide complete computerized report
- Unpack and repack all hose beds/racks
- Ink stenciled number system on each length or item
- Replace gaskets as needed
- Yearly color code provided one each length or item
- Apparatus inventory report
- Tag all failures out of service

Ground Ladder & Aerial Testing

Customer will be responsible to secure water supply for horizontal bend test and bear any cost.
Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all ground ladders to NFPA 1932. Test all aerials to NFPA 1911
- 5 year aerial test includes all NDT tests as specified by NFPA 1914
- Provide complete computerized report
- Return all ground ladders to apparatus or firehouse
- Place identification number/inspection sticker on each ground ladder/aerial tested
- Yearly color code provided on each ground ladder tested
- Tag all failures out of service
- Apply customer or IIA Fire Department Testing supplied heat sensor labels. Heat sensor labels provided by IIA Fire Department Testing will be charged per label

Pump Testing

Customer will be responsible to provide a flat level surface and a means to fill a drafting tank.
Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all fire pumps to NFPA 1911
- Provide complete computerized report
- Place inspection sticker on each pump tested

**** All job are subject to additional cancellation fee without 48hrs advance notice****
**** All retest requests due to failure or out of service equipment will incur additional costs****
***** Any wait time greater than 15 minutes will incur additional costs*****

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

Industrial Inspection & Analysis (IIA) Companies' Standard Terms & Conditions

Scope. Company agrees to perform the services as described in the enclosed proposal which incorporates these standard terms and conditions (the "Services"). Unless the parties agree in writing, the duties of Company shall not exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by the Customer, shall constitute a binding agreement on both parties (the "Agreement").

Compensation. Unless Company and Customer agree otherwise in writing, Customer agrees to pay all undisputed invoice amount(s) thirty (30) days after receipt of the invoice. Quoted prices will expire 60 days after the quote.

Warranty.

(a) Company warrants that it will provide the Services in accordance with accepted professional practices at the time of performance, but Company makes no guaranties or warranties in connection with the supervision, performance or technical direction of work performed by the Customer or others. If Company receives written notice of breach of this warranty within one year after performance of the Services in question, Company shall arrange for the re-performance of such services. SUCH REPERFORMANCE SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY UNDER THIS PROPOSAL.

(b) Company shall have no obligation for breach of warranty (i) if the Customer fails to utilize the Services in accordance with (A) generally approved, industry practices, (B) the provisions set forth in this document, or (C) the provisions of any instructions furnished to the Customer; (ii) if the Customer fails to notify Company in writing as soon as any alleged breach of warranty becomes apparent; or (iii) unless, within a reasonable time after Customer gives notice of a breach of warranty, Company gains unobstructed access to the location in question, in such a way as to permit it to perform its warranty obligations during its normal business hours.

(c) THE EXPRESS WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE CUSTOMER'S EXCLUSIVE REMEDIES ARE COMPANY'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED IN THIS PROVISION.

Cancellation by Customer. A contract may be cancelled by Customer only upon written notice to the Company and payment of reasonable expenses already incurred or committed to prior to the receipt of notice of termination.

Force Majeure. Company shall not be liable for its failure to perform hereunder or for any loss or damage to any failure or delay from any cause beyond the reasonable control of Company. This includes, but is not limited to: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Indemnification. Customer agrees to indemnify, defend, and hold harmless Company from and against any claims, damages, losses, and costs, including, but not limited to, attorneys' fees and litigation costs, to the extent relating in any way to the products and work referred to in this document and arising out of or alleged to arise out of or result from:

(a) the breach of this Agreement, negligence, or willful misconduct of Customer in connection with the work described in this Agreement;
(b) violation of intellectual property rights of Customer and any third party; or
(c) injury of persons or damage to property except to the extent such damage or injury is caused by and would not have occurred but for Company's failure to perform the Services in accordance with accepted professional practices at the time of performance..

Subcontracts. Company shall be entitled, in its discretion, to subcontract any portion of work to be performed under this agreement, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval is required prior to subcontracting.

Assignment. This Agreement may not be assigned or transferred by either party, except to a parent, subsidiary, or affiliate thereof, without the prior written consent of the other party, which consent must not be unreasonably withheld. Company shall have the ability to transfer this Agreement or any Work Order to and among its affiliates without the consent of the Customer, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval would be required prior to assignment. An upper-tier transfer, sale, merger, or consolidation shall not trigger any transfer or assignment restriction in this Agreement.

Work Product. Company and Customer acknowledge that Company's work product submitted in performance of this Agreement is intended only for the scope of work covered by this Agreement. Change, alteration, or reuse of the work product for another project shall be at Customer's sole risk, and Customer shall hold harmless and indemnify Company against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

No Benefit for Non-Parties. The services to be performed by Company are intended solely for the benefit of Customer and no right or benefit is conferred on, nor is any contractual relationship established, with any person not a party to this Agreement.

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

IIA FIRE DEPARTMENT TESTING

Customer Information Form

Please scan back to fdtsales@industrial-ia.com or fax back to (732) 339-3413

Fire Department

Fire Department: Asbury Park Fire Department		
FH Physical Address: 800 Main street Asbury Park NJ 07712		
FH Phone:	**FH Fax:**	**FH Door Code:**

Main Contact

Name: Christopher Barkalow	**Title:** Captain	
Cell: (732) 904-3174	**Home:**	**Work:**
Email: christopher.barkalow@cityofasburypark.com		

Invoicing and Mailing

Attention report to: Christopher Barkalow	**Title:** Captain
____ **Yes, please email the report to:** christopher.barkalow@cityofasburypark.com	
____ **Yes, please mail the report to:** 800 Main Street, Asbury Park, NJ 07712	
Attention invoice to: Captain Christopher Barkalow	**Title:** Captain
____ **Yes, please email the invoice to:** christopher.barkalow@cityofasburypark.com	
____ **Yes, please mail the invoice to:** 800 Main St, Asbury Park, NJ 07712-5987	
Purchase Order # (if available):	
Will you have new hose this year?	**What is the estimated footage?**
Will you have any new apparatus this year?	**How many?**
Will you be interested in testing the following?	
Ground Ladders?	
Hard Suction Hoses?	
Appliances?	
Nozzles?	
Pumps (available in select areas)	
Comments/ Special Requests:	

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing.

Tracy Lizardi

From:	LeAnn Spreitzer <leann.spreitzer@industrial-ia.com>
Sent:	Thursday, April 3, 2025 11:31 AM
To:	Tracy Lizardi; Christopher Barkalow
Subject:	[EXTERNAL] Equipment Testing Quote #00126053- Amended
Attachments:	Quote 00126053.pdf

Dear Asbury Park Fire Department,

Below you will find a link to the quote for 2025 Ladder Hose Testing. Please take a moment to review it, and feel free to reach out if you have any questions or need any adjustments.

We are introducing a new, more convenient process for you to accept equipment testing quotes from Industrial Inspection & Analysis.

The quote review and approval process is much easier for you — no extra steps required!

1. Easy Quote Submission: Simply click on the link titled "Review your Quote" in the email below.

2. Real-Time Updates for Accuracy: Update department information, contacts, and testing requirements directly through the link and click "Submit". You will be required to enter your contact information to submit the quote. This eliminates the need to download, complete, and scan forms, ensuring your details are always up-to-date and correct.

3. Instant Confirmation: You'll receive an immediate confirmation email from us once your quote is received. We will then contact you to schedule your testing.

If you have any questions or need assistance, please contact me. We are here to ensure this transition is seamless and beneficial for you.

Review Your Quote.

We look forward to receiving your approval and working to meet your testing needs!

LeAnn Spreitzer Inside Sales
leann.spreitzer@industrial-ia.com
M: 602-435-7083

IIA FIRE DEPARTMENT TESTING

IIA Fire Department Testing
16140 N Arrowhead Fountains Center, Ste 108
Peoria AZ 85382

LeAnn Spreitzer Inside Sales
leann.spreitzer@industrial-ia.com
M: 602-435-7083

Quote Number: 00126054
Quote Date: 03/17/2025
Expiration Date: 12/31/2025
P.O. Number:

Bill To:
Asbury Park Fire Department
800 Main St
Asbury Park, NJ07712-5987
Captain Christopher Barkalow

Contact:
Christopher Barkalow
Captain
Phone: (732) 775-6300
Mobile: (732) 904-3174
Email: christopher.barkalow@cityofasburypark.com

Ship To:
Asbury Park Fire Department
800 Main Street
Asbury Park, NJ07712

QUOTE

Customer will be charged, and final price adjusted based upon the actual equipment quantity/lengths being tested

A 3.5% transaction fee will be applied for any credit card transaction over $1000.00

Description	Quantity	Rate	Total Amount
Annual aerial ladder testing as per NFPA 1911 (Non NDT) (Heat Sensors separate line item if required)	2	$950.00	$1,900.00
Heat sensor label for ground/aerial ladder	1	$2.75	$2.75
		TOTAL	$1,902.75

To Schedule Service, Sign Below and Return to Fail Safe Promptly via Fax, Mail, or Email

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

Signature:	Title:	Date:

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

IIA FIRE DEPARTMENT TESTING

16140 N Arrowhead Fountain Center Dr. Suite 108 Peoria, AZ 85382
Phone: (732) 294-7904 Fax: (732) 339-3413
fdtsales@industrial-ia.com www.industrial-ia.com

Fire Hose & Appliance/ Nozzle Testing

Customer will be responsible to secure water supply and will bear any associated cost.
Customer will be responsible to have a driver available on day of testing.
Customer will be responsible to provide a flat, clean, paved testing area ~300ft x 40ft.
Customer will be responsible to provide a pump and operator for nozzle testing.

Job Description:

- Test all hose, appliance, and nozzles (charged separately) to NFPA 1962 (hose 1987 and older and LDH hose without locks will be tested unless otherwise requested by the customer. Not responsible for general maintenance such as coupling tightening)
- Provide complete computerized report
- Unpack and repack all hose beds/ racks
- Ink stenciled number system on each length or item
- Replace gaskets as needed
- Yearly color code provided one each length or item
- Apparatus inventory report
- Tag all failures out of service

Ground Ladder & Aerial Testing

Customer will be responsible to secure water supply for horizontal bend test and bear any cost.
Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all ground ladders to NFPA 1932. Test all aerials to NFPA 1911
- 5 year aerial test includes all NDT tests as specified by NFPA 1914
- Provide complete computerized report
- Return all ground ladders to apparatus or firehouse
- Place identification number/ inspection sticker on each ground ladder/ aerial tested
- Yearly color code provided on each ground ladder tested
- Tag all failures out of service
- Apply customer or IIA Fire Department Testing supplied heat sensor labels. Heat sensor labels provided by IIA Fire Department Testing will be charged per label

Pump Testing

Customer will be responsible to provide a flat level surface and a means to fill a drafting tank.
Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all fire pumps to NFPA 1911
- Provide complete computerized report
- Place inspection sticker on each pump tested

**** All job are subject to additional cancellation fee without 48hrs advance notice****
**** All retest requests due to failure or out of service equipment will incur additional costs****
***** Any wait time greater than 15 minutes will incur additional costs*****

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

Industrial Inspection & Analysis (IIA) Companies' Standard Terms & Conditions

Scope. Company agrees to perform the services as described in the enclosed proposal which incorporates these standard terms and conditions (the "Services"). Unless the parties agree in writing, the duties of Company shall not exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by the Customer, shall constitute a binding agreement on both parties (the "Agreement").

Compensation. Unless Company and Customer agree otherwise in writing, Customer agrees to pay all undisputed invoice amount(s) thirty (30) days after receipt of the invoice. Quoted prices will expire 60 days after the quote.

Warranty.

(a) Company warrants that it will provide the Services in accordance with accepted professional practices at the time of performance, but Company makes no guaranties or warranties in connection with the supervision, performance or technical direction of work performed by the Customer or others. If Company receives written notice of breach of this warranty within one year after performance of the Services in question, Company shall arrange for the re-performance of such services. SUCH REPERFORMANCE SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY UNDER THIS PROPOSAL.

(b) Company shall have no obligation for breach of warranty (i) if the Customer fails to utilize the Services in accordance with (A) generally approved, industry practices, (B) the provisions set forth in this document, or (C) the provisions of any instructions furnished to the Customer; (ii) if the Customer fails to notify Company in writing as soon as any alleged breach of warranty becomes apparent; or (iii) unless, within a reasonable time after Customer gives notice of a breach of warranty, Company gains unobstructed access to the location in question, in such a way as to permit it to perform its warranty obligations during its normal business hours.

(c) THE EXPRESS WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE CUSTOMER'S EXCLUSIVE REMEDIES ARE COMPANY'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED IN THIS PROVISION.

Cancellation by Customer. A contract may be cancelled by Customer only upon written notice to the Company and payment of reasonable expenses already incurred or committed to prior to the receipt of notice of termination.

Force Majeure. Company shall not be liable for its failure to perform hereunder or for any loss or damage to any failure or delay from any cause beyond the reasonable control of Company. This includes, but is not limited to: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Indemnification. Customer agrees to indemnify, defend, and hold harmless Company from and against any claims, damages, losses, and costs, including, but not limited to, attorneys' fees and litigation costs, to the extent relating in any way to the products and work referred to in this document and arising out of or alleged to arise out of or result from:

(a) the breach of this Agreement, negligence, or willful misconduct of Customer in connection with the work described in this Agreement;

(b) violation of intellectual property rights of Customer and any third party; or

(c) injury of persons or damage to property except to the extent such damage or injury is caused by and would not have occurred but for Company's failure to perform the Services in accordance with accepted professional practices at the time of performance..

Subcontracts. Company shall be entitled, in its discretion, to subcontract any portion of work to be performed under this agreement, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval is required prior to subcontracting.

Assignment. This Agreement may not be assigned or transferred by either party, except to a parent, subsidiary, or affiliate thereof, without the prior written consent of the other party, which consent must not be unreasonably withheld. Company shall have the ability to transfer this Agreement or any Work Order to and among its affiliates without the consent of the Customer, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval would be required prior to assignment. An upper-tier transfer, sale, merger, or consolidation shall not trigger any transfer or assignment restriction in this Agreement.

Work Product. Company and Customer acknowledge that Company's work product submitted in performance of this Agreement is intended only for the scope of work covered by this Agreement. Change, alteration, or reuse of the work product for another project shall be at Customer's sole risk, and Customer shall hold harmless and indemnify Company against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

No Benefit for Non-Parties. The services to be performed by Company are intended solely for the benefit of Customer and no right or benefit is conferred on, nor is any contractual relationship established, with any person not a party to this Agreement.

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

IIA FIRE DEPARTMENT TESTING

Customer Information Form

Please scan back to fdtsales@industrial-ia.com or fax back to (732) 339-3413

Fire Department

Fire Department: Asbury Park Fire Department		
FH Physical Address: 800 Main street Asbury Park NJ 07712		
FH Phone:	**FH Fax:**	**FH Door Code:**

Main Contact

Name: Christopher Barkalow	**Title:** Captain	
Cell: (732) 904-3174	**Home:**	**Work:**
Email: christopher.barkalow@cityofasburypark.com		

Invoicing and Mailing

Attention report to: Christopher Barkalow	**Title:** Captain
____ **Yes, please email the report to:** christopher.barkalow@cityofasburypark.com	
____ **Yes, please mail the report to:** 800 Main Street, Asbury Park, NJ 07712	
Attention invoice to: Captain Christopher Barkalow	**Title:** Captain
____ **Yes, please email the invoice to:** christopher.barkalow@cityofasburypark.com	
____ **Yes, please mail the invoice to:** 800 Main St, Asbury Park, NJ 07712-5987	
Purchase Order # (if available):	
Will you have new hose this year?	**What is the estimated footage?**
Will you have any new apparatus this year?	**How many?**
Will you be interested in testing the following?	
Ground Ladders?	
Hard Suction Hoses?	
Appliances?	
Nozzles?	
Pumps (available in select areas)	
Comments/ Special Requests:	

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing.

Tracy Lizardi

From: LeAnn Spreitzer <leann.spreitzer@industrial-ia.com>
Sent: Thursday, April 3, 2025 11:26 AM
To: Tracy Lizardi; Christopher Barkalow
Subject: [EXTERNAL] Equipment Testing Quote #00126054
Attachments: Quote 00126054.pdf

Dear Asbury Park Fire Department,

Below you will find a link to the quote for 2025 Aerial Testing. Please take a moment to review it, and feel free to reach out if you have any questions or need any adjustments.

We are introducing a new, more convenient process for you to accept equipment testing quotes from Industrial Inspection & Analysis.

The quote review and approval process is much easier for you — no extra steps required!

1. Easy Quote Submission: Simply click on the link titled "Review your Quote" in the email below.

2. Real-Time Updates for Accuracy: Update department information, contacts, and testing requirements directly through the link and click "Submit". You will be required to enter your contact information to submit the quote. This eliminates the need to download, complete, and scan forms, ensuring your details are always up-to-date and correct.

3. Instant Confirmation: You'll receive an immediate confirmation email from us once your quote is received. We will then contact you to schedule your testing.

If you have any questions or need assistance, please contact me. We are here to ensure this transition is seamless and beneficial for you.

Review Your Quote.

We look forward to receiving your approval and working to meet your testing needs!

LeAnn Spreitzer Inside Sales
leann.spreitzer@industrial-ia.com
M: 602-435-7083

IIA Fire Department Testing
16140 N Arrowhead Fountains Center Dr
Suite 108
Peoria, AZ 85382

Phone: (732) 294-7904
Fax: (732) 339-3413
fdtsales@industrial-ia.com

IIA FIRE DEPARTMENT TESTING | FAIL SAFE

Quote Number: 00126055
Quote Date: 03/17/2025
Expiration Date: 12/31/2025
P.O. Number:

Bill To:
Asbury Park Fire Department
800 Main St
Asbury Park, NJ 07712-5987
Captain Christopher Barkalow

Ship To:
Asbury Park Fire Department
800 Main Street
Asbury Park, NJ 07712

Contact:
Christopher Barkalow
Captain
Phone: (732) 775-6300
Mobile: (732) 904-3174
Email: christopher.barkalow@cityofasburypark.com

QUOTE

Customer will be charged, and final price adjusted based upon the actual equipment quantity/lengths tested

Description	Quantity	Rate	Total Amount
Fire Pump Test > 1500 GPM Annual fire pump performance testing as per NFPA 1911 (greater than 1500 GPM)	1.00	400.00	400.00
Fire Pump Test <= 1500 GPM Annual fire pump performance testing as per NFPA 1911 (less than or equal to 1500 GPM)	2.00	375.00	750.00
		TOTAL	1150.00

To Schedule Service, Sign Below and Return to IIA Fire Department Testing Promptly via Fax, Mail, or Email		
Signature:	**Title:**	**Date:**

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, FST will not be held liable or accountable for any piece of equipment that fails during testing.

16140 N Arrowhead Fountains Center Dr, Suite 108, Peoria, AZ, 85382
Phone: (732) 294-7904
Fax: (732) 339-3413
www.industrial-ia.com

Fire Hose and Appliance/Nozzle Testing

Customer will be responsible to secure water supply and will bear any associated cost. Customer will be responsible to have a driver available on day of testing. Customer will be responsible to provide a flat, clean, paved testing area ~300ft x 40ft. Customer will be responsible to provide a pump and operator for nozzle testing.

Job Description:

- Test all hose, appliance, and nozzles to NFPA 1962-2013 (hose 1987 and older and LDH hose without locks will be tested unless otherwise requested by the customer. Not responsible for general maintenance such as coupling tightening.)
- Provide complete computerized report
- Unpack and repack all hose beds/racks
- Ink stenciled number system on each length or item
- Replace gaskets as needed
- Yearly color code provided one each length or item
- Apparatus inventory report
- Tag all failures out of service

Ground Ladder and Aerial Testing

Customer will be responsible to secure water supply for horizontal bend test and bear any cost. Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all ground ladders to NFPA 1932. Test all aerials to NFPA 1911
- 5 year aerial test includes all NDT tests as specified by NFPA 1911
- Provide complete computerized report
- Return all ground ladders to apparatus or firehouse
- Place identification number/inspection sticker on each ground ladder/aerial tested
- Yearly color code provided on each ground ladder tested
- Tag all failures out of service
- Apply customer or Fire Department Testing supplied heat sensor labels. Heat sensor labels provided by Fire Department Testing will be charged to customer at $2.50 each

Pump Testing

Customer will be responsible to provide a flat level surface and a means to fill a drafting tank. Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all fire pumps to NFPA 1911
- Provide complete computerized report
- Place inspection sticker on each pump tested

It is expressly understood that Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, FST will not be held liable or accountable for any piece of equipment that fails during testing.

IIA FIRE DEPARTMENT TESTING | FAIL SAFE

Fire Department		
Fire Department: Asbury Park Fire Department		
FH Physical Address: 800 Main street Asbury Park NJ 07712		
FH Phone:	**FH Fax:**	**FH Door Code:**
Main Contact		
Name: Christopher Barkalow	**Title:** Captain	
Cell: (732) 904-3174	**Home:**	**Email:** christopher.barkalow@cityofasburypark.com
Name: Christopher Barkalow		
Invoicing and Mailing		
Attention report to: Christopher Barkalow	**Title:** Captain	
____ **Yes, please email the report to:** :christopher.barkalow@cityofasburypark.com		
____ **Yes, please mail the report to:** 800 Main Street, Asbury Park, NJ 07712		
Attention invoice to: Captain Christopher Barkalow	**Title:** Captain	
____ **Yes, please email the invoice to:** christopher.barkalow@cityofasburypark.com		
____ **Yes, please mail the invoice to:** 800 Main St, Asbury Park, NJ 07712-5987		
Purchase Order # (if available):		
Will you have new hose this year?	**What is the estimated footage?**	
Will you have any new apparatus this year?	**How many?**	
Will you be interested in testing the following?		
Ground Ladders?		
Hard Suction Hoses?		
Appliances?		
Nozzles?		
Pumps (available in select areas)		
Comments/Special Requests:		

It is expressly understood that Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, FST will not be held liable or accountable for any piece of equipment that fails during testing.

Attachment: QUOTES FD ANNUAL TESTING (2025-203 : Authorizing an agreement for Fire Department apparatus and equipment testing for

Tracy Lizardi

From: FDTsales@industrial-ia.com
Sent: Wednesday, April 2, 2025 12:04 PM
To: Christopher Barkalow; Tracy Lizardi
Subject: [EXTERNAL] 2025 Equipment Testing Quote #00126055
Attachments: Quote_00126055_2025_2025 Pump Testing.pdf

Dear Asbury Park Fire Department,

Below you will find a link to the 2025 Pump Testing. Please take a moment to review it, and feel free to reach out if you have any questions or need any adjustments.

We are introducing a new, more convenient process for you to accept equipment testing Quote from Industrial Inspection & Analysis. The Quote review and approval process is much easier for you — no extra steps required.

1. Easy Quote Submission: Simply click on the link below titled Review your Quote in the email below.
2. Real-Time Updates for Accuracy: Update department information, contacts, and testing requirements directly through the link and click Submit. You will be required to enter your contact information to submit theQuote. This eliminates the need to download, complete, and scan forms, ensuring your details are always up-to-date and correct.
3. Instant Confirmation: You'll receive an immediate confirmation email from us once your Quote is received. We will then contact you to schedule your testing. If you have any questions or need assistance, please contact me. We're here to ensure this transition is seamless and beneficial for you.

Click To Review Quote For :Asbury Park Fire Department

If you are no longer the individual that should be receiving this Quote, please forward it to the responsible party. We look forward to your approval and working to meet your testing needs.

Regards.

LeAnn Spreitzer
Office 732-294-7904
fdtsales@industrial-ia.com

MISTRAS Asset Protection Solutions | Services Division

ACCREDITED CERTIFICATE #4016.01 ISO 17020:2012

P: (740) 788-9188 • F: (740) 788-9189 | 1480 James Parkway • Heath, OH 43056 | www.mistrasgroup.com

Quote# 558P-2025-4-3-1

April 3, 2025

Battalion Chief Christopher Barkalow
City of Asbury Park Fire Department
800 Main Street
Asbury Park, NJ 07712

Subject: Mistras 2025 Fire Apparatus Test Quote

Dear Chief Barkalow:

Thank you for contacting the Mistras Group regarding Fire Apparatus testing for the Asbury Park FD for 2025. Mistras Group appreciates the opportunity to submit this quotation to you. Mistras Group is an ISO 17020 accredited organization for apparatus and equipment testing as called for in NFPA 1910.

Fire hose is tested for 32 cents per foot regardless of diameter, and includes all hose removed, tested using our hydrostatic test machines, labeled and re-packed on your apparatus. A detailed report is then prepared. All work follows NFPA hose standards including NFPA 1962, *Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances, 2018 Edition*. **10,855' of Fire Hose will be tested.**

Apparatus fire pumps are tested in your fire station parking lot using our portable pump test system for $325 per pump test. Testing follows NFPA Standard 1910, *Standard for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles*, 2024 Edition, Chapter 22. Detailed reports are prepared with the results of all testing. **3 Pumps will be tested.**

Ground ladders are tested for $2.45 per foot and include inspecting and testing per manufacturer's instructions and NFPA 1932, *Standard on Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders*, 2020 Edition. There may be an extra charge of $2.50 per heat sensor if any are replaced. Any ladder over 24' in length, on the ladder rack or equipment in excess of 50 lbs. may require assistance from the department. **438' of Ground Ladders will be tested**

Aerial devices are tested for $1000 per device. Platform Aerial devices are tested for $1100 per device. Aerial device testing follows NFPA Standard 1910, *Standard for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles*, 2024 Edition, Chapter 23. Detailed reports are prepared with the results of all testing. **1- 95' Aerialscope and 1- 75' Aerialscope will be tested**

Delays and/or stand-by time which cause time over and above the originally quoted job after personnel and equipment has arrived on site, not attributed to Mistras Group, may be invoiced for an additional charge. Partial inspections will also be billed at $105.00/hr.

Continued on page 2

MISTRAS Asset Protection Solutions | Services Division

ACCREDITED CERTIFICATE #4074.01 ISO 17020:2012

P: (740) 788-9188 • F: (740) 788-9189 | 1480 James Parkway • Heath, OH 43056 | www.mistrasgroup.com

Battalion Chief Christopher Barkalow
City of Asbury Park Fire Department
April 3, 1015
Page 2

Upon acceptance of this quote please supply a purchase order with an invoice address. This will allow Mistras to complete the necessary paperwork for completing your work.

Thank you for giving the Mistras Group the opportunity to be of service to your fire department.

Sincerely,

Michael Ard

Operations Manager
Transportation Services Division
Mistras Group, Inc.
610-789-2188 (direct)

Customer Name: ______________________
Acceptance Signature: ______________________
Signature Date: ______________________

Given the itemized list above, the total estimate is:

Fire Hose - $3,473.60
Pumps - $975.00
Ground Ladders - $1,073.10
Aerialscope Devices - $2,000.00

Total: $7,521.70

FireFlow Services Inc.
500 Campus Drive Suite C
Mount Holly, NJ 08060
+16092888486
www.fireflowservices.com

FIRE EQUIPMENT TESTING FIREFLOW SERVICES, LLC

ADDRESS
Asbury Park Fire Department
800 Main Street
Asbury Park, NJ 07712

QUOTE # 5661
DATE 04/04/2025

Hose Testing Annually Fire Hose Testing Perform fire hose testing per NFPA 1962 standards	10,855	0.33	3,582.15
Ground Ladder Testing Annually Ground Testing per Perform NFPA 1932 Ground Ladder Test-Price is PER LADDER	23	65.00	1,495.00
Special Note *** IF NEED TO BE REPLACE *** PRICE: $ 3.00 per sticker Heat sensor stickers for Ground Ladder per NFPA Required: * 4 Heat Sensor stickers for Main Section and Fly Section.	1	0.00	0.00
Fire Pump Testing Annually Fire Pump Testing Perform on site pump testing per NFPA 1911	1	425.00	425.00
Aerial Ladder Testing Annually Aerial Test Aerial test will consist of: Visual Inspection of Aerial Device Operational Test of Aerial Device Functional Test of Aerial Device Test will be performed by Aerial Test Company	2	1,350.00	2,700.00
Fuel Surcharge - Bundle Fuel Surcharge for all three services Hose, Ground ladders and Pump testing Price on Round trip x 3 Services.	100	2.10	210.00

If you need an Aerial Test please contact our Sub-Contractor Aerial Testing Company to receive FireFlow customer pricing.
ATC - (800) 237-1197

SUBTOTAL 8,412.15
TOTAL **$8,412.15**

Accepted By

Accepted Date

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-204
Resolution authorizing an annual HVAC preventative maintenance agreement with Air System Maintenance in the amount of $29,900.00 utilizing various O&E funds.

RESOLUTION NO. 2025-204

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING AN ANNUAL HVAC PREVENTATIVE MAINTENANCE AGREEMENT WITH AIR SYSTEM MAINTENANCE

WHEREAS, the City has a need for an annual HVAC maintenance agreement; and

WHEREAS, the City has solicited and obtained quotes from Air Systems Maintenance, Bear Creek Heating & Cooling, LLC and Air Care New Jersey, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding the maintenance agreement to Air Systems Maintenance in the amount of $29,900.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts: 5-01-20-100-000-207, 5-01-25-240-000-218, 5-01-25-265-000-218, 5-01-26-290-000-218, 5-01-26-310-000-218 and 5-07-55-502-000-218 . The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the annual HVAC maintenance agreement with Air Systems Maintenance in the total amount of $29,900.00; and

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

I, ANTHONY CUCCI, Deputy 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. 2025-204 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

AIR SYSTEMS MAINTENANCE

718 JEFFERSON AVENUE
KENILWORTH, NJ 07033
PHONE 908-241-1555, FAX 908-241-8111

DATE:March 4,2025

CUSTOMER: Asbury Park DPW

ADDRESS: 9 Main Street

CITY: Asbury Park

STATE: New Jersey

ZIP: 07712

LOCATION: DPW, Police Dept, City Hall, Council Chambers, Firehouse and Sewer Plant.

Senior Center T&M

ATTENTION: Mr. Gregory Toro Tracy Lizardi Yvonne Adams

AIR SYSTEMS MAINTENANCE
PREVENTATIVE MAINTENANCE AGREEMENT

(I) -General Conditions

This agreement shall become effective upon acceptance of the signed contract by Air Systems Maintenance and the customer It shall be renewed by an addendum issued 30 days before each anniversary of said date unless canceled by due notice from either of the parties hereto or by Air Systems Maintenance for non-payment as per the agreement terms.

The annual rates for coverage's provided under this agreement will be subject to adjustment on each anniversary as a result of either:

A – changes in the scope of coverage or,
B – any escalation of labor and/or material costs.

In the event of a cancellation of the agreement, a pro-rated charge for the period of time the agreement was in effect will be due and payable, along with charges for any non-covered services rendered during the period.

All services to be performed under the terms of this agreement shall be rendered only between the hours of **8:00 a.m. and 4:30 p.m.,** Monday through Friday, unless 24-hour service response is included, as an option, to the plan coverage selected. In warranty service will be performed only during the normal working hours described above.

For a **covered service** performed outside normal working hours, including in warranty services, when specifically done so at the customer's request, a charge equal to the rate differential between straight time labor and the overtime labor rate applicable for the period, will be made.

Covered Maintenance Services

Services will be rendered only to the equipment included in the "**List of covered equipment**" as itemized herein and to the extent of the coverage provided for in the list of covered services. Covered services will be as described in, and consistent with, the following selected coverage plans.

(II) – Description of coverage plans

☒ **Plan A:** ***Basic plan***

Annual cost of plan coverage $29,900.00 Plus Applicable Taxes

If the equipment in question is operating under the first-year guarantee for new installations, by **Air Systems Maintenance**, full maintenance coverage is not necessary at this time. Should a part fail, the labor and material will be provided for the repair under the terms of the guarantee, whether by **Air Systems Maintenance** or by another contractor. Routine annual maintenance is not part of the guarantee however and must be performed at the customer's expense. Annual startup and shutdown service is included in the preventative maintenance plan.

This plan calls for a fixed number of visits annually for the purposes of providing routine examination, lubrication, adjustments, calibration, filter and belt replacements and evaluation of system performance. Any discrepancies will be noted and the customer will be advised of any required corrective action.

No out of warranty repairs will be performed without the authorization of the customer.

No labor for emergency service, repairs, or the replacement of any parts is included in this type of coverage, however, service will be provided at the customer's request, on a time and material basis, at the lower contract labor rate. The customer will be entitled to priority response over non-contract customers. All materials and parts supplied will be billed separately.

☐ **Plan B: Deluxe plan**

Annual cost of plan coverage $ Plus Applicable Taxes

It is suggested that the deluxe plan be instituted after the first-year guarantee has expired. This plan will pick up the cost of labor for repairs and replacement of parts.

The full labor plan will include all labor for the coverage under **"Basic"**, plus all labor to render emergency service and to perform repairs and replacements of parts during normal working hours, except as may be noted in the list of exclusions. All materials and parts supplied will be billed separately.

(II) – Description of coverage plans - continued

☐ **Plan C: Comprehensive plan**

Annual cost of plan coverage $ Plus Applicable Taxes

This plan is suggested where a fixed annual cost for the maintenance and repairs of equipment of facilities is required. **Air Systems Maintenance** will assume full responsibility for the equipment and the customer pays a fixed monthly charge.

The total maintenance plan provides for all labor, parts and materials necessary to maintain equipment and systems on a priority basis; to service, repair or replace components or parts, and to provide emergency service when needed, except as may be noted in the list of exclusions.

☐ **Optional coverage:**

Annual cost of optional coverage $ Plus Applicable Taxes

(III) – Scope of Coverage

This maintenance program includes all labor to render all services as described in the selected maintenance plan. For the routine preventative maintenance section of the plan, it will include 4 maintenance visits per year, during which a minimum of the following applicable services will be provided for all covered equipment.

(Some items of equipment may require a less frequent inspection interval than indicated by the schedule above, and as a result, will only be inspected or serviced as per the schedule interval assigned to the equipment).

☒ Clean or install new air filters as required
☒ Filters supplied by Air Systems Maintenance FOR ALL SITES EXCEPT SEWER PLANT
☒ Filters supplied by the customer SEWER PLANT ONLY
☒ Lubricate all moving parts
☒ Inspect and adjust all controls
☒ Inspect and adjust operating charges
☒ Inspect or replace and adjust belts
☒ Belts supplied by Air Systems Maintenance
☐ Belts supplied by customer
☒ Inspect all moving parts for proper operation
☒ Inspect and clean, as needed, condensate pans and drain lines
☒ Inspect and adjust for efficient operation, all covered equipment and systems
☒ Check and adjust, if necessary, all controls, valves, pumps, and regulators
☒ Perform manufacturers recommended annual maintenance procedures, including but not limited to, seasonal Change over, spring start-up and fall shutdown. In the case of water-cooled chillers tube cleaning and oil Analysis services.

Reciprocating Systems

☒ Package ☒ Split ☒ Chiller

☒ Check suction, oil, and discharge pressures.
☒ Minor leak test
☒ Check oil pressure and compressor safety controls
☐ Check water-regulating valve and adjust if required
☒ Check operation of unloaders
☐ Drain condenser and chiller
☐ Clean condenser tubes or coils (One time per year)
  ☐ Mechanically ☐ **Chemically**
  ☐ Labor included ☐ **Material** included

Air Handler Systems

☒ Lubricate motor bearings
☒ Lubricate fan bearings
☒ Check and adjust drive belts
☒ Check fans and fan drive alignments
☒ Clean O.A. intake screens and check dampers
☒ Check exhaust fans 1 times/year
☐ Drain water coils
  ☐ Add anti-freeze

Condensing Medium

☐ Tower ☐ Evaporative Condenser ☒ Air Cooled

- ☐ Lubricate motor and pump bearings
- ☒ Lubricate fan bearings
- ☐ Check and adjust drive belts
- ☐ Check spray nozzle
- ☒ Check rotation of fan
- ☐ Clean float control; adjust for correct water level
- ☐ Clean basin and sump
- ☐ Clean line strainer
- ☐ Check oil in gear box
- ☐ Check condition of coils for scale
- ☐ Check bleed rate and adjust
- ☐ Drain system
- ☐ Water Treatment Service
  - ☐ Materials part of this contract
  - ☐ Materials extra ☐ A. S. M.
  - ☐ By ☐ By owner

Controls

- ☒ Check all thermostats
- ☐ Check all humidistats
- ☐ Check all recorders
- ☒ Check damper operators
- ☒ Check automatic control valves
- ☒ Check unit controls

Air Compressor

- ☐ Clean air intake screen
- ☐ Drain water from tank
- ☐ Lubricate
- ☐ Check drive
- ☐ Check and adjust air pressure

Heating Systems **NOTE BOILERS BY OTHERS**

- ☐ Check heating coils
- ☐ Check and clean as required: traps, strainers, valves, etc.
- ☐ Check, clean, and adjust boiler safety & operating controls
- ☐ Check boiler water level and low water cutout
- ☐ Check condensate return pump
- ☐ Check automatic valves
- ☐ Inspect burner operations: lubricate & adjust if required
- ☐ Clean burner one time
- ☐ Check and adjust burner control
- ☐ Check unit heater (s) times/year
- ☐ Water treatment service
- ☐ Perform efficiency test times/year
- ☐ Clean boiler tubes
  - ☐ A.S.M. ☐ By one time

Note: *Air Systems Maintenance will supply all oils, gaskets, and filters necessary to complete the winter shut down inspection for the above unit. All other replacement parts and repair labor will be considered an extra. All parts and materials will be invoiced separately at Service Contract discounts.*

(IV) – Non-covered rates

Any **non-covered** services requested by the customer and/or services performed at times other than during a regular maintenance visit, will be charged at our reduced contract labor rate of $138.00per man hour during normal working hours. These rates apply to any services that are **not covered** by the selected maintenance plan. The labor rate for **non-covered** services is subject to change upon written 30day notice. Premium time rates will be calculated on the contract labor rate stipulated herein.

For all repair work performed during normal working hours (8:00 am – 4:30 pm, Monday – Friday), the prevailing hourly rate is $138.00/hour. Time and one-half rate of $207.00/hour will be charged for work performed before 8:00 am and after 4:30 pm, Monday – Friday and all-day Saturday. Sundays and legal Holidays shall be charged for at double time rate of $276.00/hour when work is performed.

Note: (4 hour minimum charge on Saturday, Sunday and Holidays)

Vehicle charge will be charged as a flat rate of $125.00.00 per vehicle and will be applied to each non-covered, billable, service call. If repairs and/or replacement of parts occur during a regularly scheduled maintenance visit, no charge for vehicle charge will be made, even if the repairs are billable. However, should a covered service be performed, at the customer's request, outside of normal working hours, a vehicle charge will be applied to the service call as well as the premium rate differential.

(V) – Initial Inspection

Upon the first regular inspection of any equipment which is to be covered under the terms of this agreement, any and all deficiencies discovered will be itemized and presented to the customer with our recommendations for corrective action. Unless defined as part of our responsibility in the optional coverage section, liability for the cost of an initial correction of such deficiencies is the customers.

For the purposes of this agreement, it is assumed that all equipment which is to be covered is in proper working order, and prior to such time as all deficiencies noted on the initial inspection report are corrected, **Air Systems Maintenance** will not accept responsibility for full coverage of items listed in a deficiency report.

Recommendations:

When specific problems with the equipment arise during the course of a maintenance agreement, **Air Systems Maintenance** will identify the problem and either correct it if included as part of our contract coverage or make a recommendation to the customer as to the remedial work that is needed. Should the customer fail to correct the problem as recommended, any further service required as a result of the problem, (specifically service labor, parts, and materials) which would normally be considered as being covered by the maintenance agreement, will no longer be covered. Any additional costs, which accrue to **Air Systems Maintenance** as a consequence of the problem not being corrected, will be billed to the customer.

Example:

Customer has a **"Deluxe"** contract that covers most labor for repairs and service calls. A part needs replacing and is not covered under the contract. Once the customer is informed of the required corrective action and no action is taken, any subsequent service calls made as a result of the defective part in question, will be billable to the customer.

(VI) – Exclusions

The following are excluded from coverage under the terms of this agreement, unless specifically itemized and defined as part of the plan coverage or as an optional coverage:

- Parts, materials, or labor for the replacement, repair or rebuilding of major components or parts such as: compressors, motors, coils, heat exchangers or similar items
- Water supplies beyond valves, wiring beyond disconnects and drain piping beyond traps.
- Materials or parts, except as defined in the equipment lists and in the scope of coverage.
- Any repairs or services required due to circumstances beyond our direct control, such as: misuse, abuse, vandalism or force majeure.
- Repairs to any equipment covered under the terms of a service agreement with another party.
- Water treatment or chemicals, unless water treatment is contracted for through **Air Systems Maintenance**
- Repairs caused as a result of erosion, corrosion or the unsuitability of equipment for the use intended.
- Cleaning or painting of coils, cooling towers, cabinets, ductwork or condensers.
- Repairs, which are made necessary as a result of work done by persons other than **Air Systems Maintenance** personnel.
- Rigging

Note: *Air Systems Maintenance accepts no responsibility for problems arising from, or due to, inherent design deficiencies or misapplication of equipment. If such a situation arises, Air Systems Maintenance can supply, upon request, the necessary engineering or technical expertise to identify, and offer solutions to, such problems.*

All engineering services and any corrective actions undertaken are outside the scope of this agreement.

Furthermore Air Systems Maintenance will not be liable for any alterations, repairs, or replacements made necessary by changes in insurance regulations, applicable codes or other authorities having jurisdiction over the facility.

(VII) Refrigerant Handling:

Compliance with Federal statutes and guidelines

It is well known by anyone who owns or maintains any air conditioning equipment that new federal regulations have been instituted to govern the use and disposition of all CFC type refrigerants. There are presently restrictions on CFC types of refrigerants and a phase-out schedule which will totally eliminate their production altogether at the end of the phase-out period. At that time refrigerant could cost as much as **$80.00** per lb., or more, to replace.

In addition, severe penalties, in the form of huge fines and possible imprisonment, are being instituted for anyone who knowingly disposes of these refrigerants in any manner not prescribed by law.

As a result, all responsible contractors have been required to purchase and certify themselves in the use of recovery and recycling equipment for handling CFC type refrigerants.

This has added substantially to the cost of paperwork procedures and to the equipment needed to be in compliance. In an effort to keep labor rates at an acceptable level and to be fair to our clients concerning this process, we have consolidated the added cost into a flat-rate daily charge for the use of the equipment. The charge will be **$100.00** per day minimum regardless of the time involved and will apply to each day or part of a day wherein the equipment is used.

If the refrigerant and/or oil being removed are contaminated and cannot be reused in the system, the cost for shipping and disposal of the refrigerant will be added to the job. Since this is a fairly new industry, costs vary widely and are changing almost daily as competition intensifies. We will make every effort to control these costs at the lowest level.

(VIII) – Terms and Conditions

By entering into this agreement, purchaser agrees to be bound by the following terms and conditions:

This proposal is based upon the use of straight time labor only. That the Seller's work under this contract (unless specifically written herein) will not include major air distribution balancing, alteration or cleaning of ductwork, chimneys, alteration or rebuilding of fire chambers, repair or replacement of insulation, heat exchangers, sanitary water supply or drain plumbing, electrical service and disconnect switches, thermocouples, pneumatic controls, air pressure systems. Also excluded are items not normally maintainable such as casings, cabinets, fixtures, structural supports, grillage, tower fill, water piping, steam piping, drain piping, boiler shell tubes and boiler refractory.

Customer will not hire or otherwise engage any **Air Systems Maintenance** personnel during their employment or within twelve (12) months of their termination of employment with Air Systems Maintenance Corporation.

Payment and Taxes – Payment shall be made net 30 days from date of invoice. **Air Systems Maintenance** reserves the right to require cash payment or other alternative method of payment prior to completion of work if **Air Systems Maintenance** determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay **Air Systems Maintenance** any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

Working Hours – All services performed under this Agreement including major repairs, are to be provided during normal working hours unless otherwise agreed.

Additional Service – Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at **Air Systems Maintenance** prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

Exclusions – **Air Systems Maintenance** is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. **Air Systems Maintenance** is not responsible for repairs, replacements, alteration, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attach, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, or any other cause beyond **Air Systems Maintenance** control.

Air Systems Maintenance is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, similar hazardous substances, or mold, fungi, mildew or bacterial. In the event that **Air Systems Maintenance** encounters any asbestos product or any hazardous material in the course of performing its work, **Air Systems Maintenance** may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. **Air Systems Maintenance** shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Air Systems Maintenance shall not be required to perform tests, install any items of equipment or make modification that may be recommended or directed by insurance companies, government, State, municipal or other authority. However, in the event any such recommendations occur, **Air Systems Maintenance** shall not be required to repair or replace equipment that has not been properly maintained.

Warranty – Air Systems Maintenance warrants that all service provided under this Agreement shall be performed in a workmanlike manner. **Air Systems Maintenance** also warrants all parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of service, **Air Systems Maintenance** shall at its option repair, replace or issue a credit for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to **Air Systems Maintenance** in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE Air Systems Maintenance obligation to repair, replaces, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.

Delay – Delays caused by conditions beyond the reasonable control of other party shall not be the liability of either party to this Agreement.

Customer Responsibilities – Customer shall:

- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify **Air Systems Maintenance** of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow **Air Systems Maintenance** to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where **Air Systems Maintenance** remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.

Equipment Condition & Recommended Service – Upon the initial scheduled operating and/or initial annual inspection, should **Air Systems Maintenance** determine the need for repairs or replacement, **Air Systems Maintenance** will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement.

Customer Termination – Customer shall have the right to terminate this Agreement for **Air Systems Maintenance** non-performance provided **Air Systems Maintenance** fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance.

Air Systems Maintenance Termination – **Air Systems Maintenance** reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and **Air Systems Maintenance.**

Limitation of Liability – Under no circumstances shall **Air Systems Maintenance** be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. **Air Systems Maintenance** shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that **Air Systems Maintenance** negligent acts or omissions directly contributed to such injury or property damage. **Air Systems Maintenance** maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to **Air Systems Maintenance** under this Agreement, subject to right of removal and return of equipment provided under this Agreement to **Air Systems Maintenance.**

(IX) – Agreement

The total cost for annual coverage will be as indicated for the plan selected, **plus all applicable taxes,** and will be payable in equal -

- ☐ **Annual**
- ☐ **Semi-annual**
- ☐ **Quarterly**
- ☐ **Monthly**

Installment(s), with payment to commence on the effective date of the agreement. All other charges will be invoiced monthly and are due within **30 days** from the date of invoice.

For: **Air Systems Maintenance** Mark Attias Date: March 4, 2025

By: Mark Attias

Title: Sales Manager

For: **Client** Date:

By:___________________________________

Title:__________________________

Effective Date of Agreement: 3/1/25-2/28/26

(X) – List of covered equipment

No.	Make of Unit	Model Number of Unit	Serial Number of Unit	Location
SITE	DPW			
1	TRANE RTU	YHC072E3RLA0DC	11131169L	ROOF
2	CARRIER COND	38CKB042500	4995E08771	GROUND
3	GOODMAN COND	GSC130603CD	1507306623	GROUND
4-16	12 REZNOR	GAS FIRED HEATERS		
	COST $ 4,640.00			
SITE	CITY HALL	CENTER BD CITY HALL		
1	TRANE AHU CW	TSCB012UE	K07M51702A	ROOF
2	TRANE AHU CW	TSCBD17UE	K07M5196A	ROOF
	COST $2,815.00			
SITE	COUNCIL	CHAMBER NORTH BD		
1	TRANE RTU	TCD150040ABB	712101135D	ROOF
SITE	POLICE DEPT	SOUTH BD		
1	TRANE CW	NA	NA	ROOF
2	MITSUBISHI EVAP	MSZ-GL12NA	4007805	SHIFT COM
3	MITSUBISHI COND	MUZ-GL12NA	17C31008	SHIFT COM
4	TRANE CHILLER	RTAA0904X101A3LO	V08B07463	ROOF
5	TRANE CHILLER	J92A80148	NA	ROOF
6	FUJITSU COND	AOU36RLXB	025772	IT GROUND
7	FUJITSU EVAP	NA	NA	IT
8	DAIKEN COND	RX12NMVJC	G046361	IT SERVER
9	TRANE AHU CW	LPCAD21FYFPO	T07M81830	CITY MAN
	COST $6,059.00			
SITE	SEWER PLANT			
1	TRANE AHU	MCCB030UAOUA	K08D45241	WEST PENT
2	TRANE AHU	MCCB003UAOCOUA	K08D45251	EAST PENT
3	TRANE AHU	MCCB003UAOCOUB	K08D45266	EAST PENT
4	TRANE AHU	MCCB006UAOCOUB	K08D45256	EAST PENT
5	TRANE AHU	MCCB014UAOCOUB	K08D45271	EAST PENT
6	TRANE AHU	NA	NA	RBC
7	TRANE AHU	NA	NA	RBC
	COST $12,556.00			
SITE	FIRE HOUSE			
1	YORK COND	YFE60B21SA	WIEA816471	ROOF
2	AHU	NA	NA	CEILING
	COST SECTION			

	DPW	**$4,640.00**		
	CITY HALL	**$2,815.00**		
	COUNCIL CHAM.	**$1,935.00**		
	POLICE DEPT	**$6,059.00**		
	SEWER AUTH	**$12,556.00**		
	FIREHOUSE	**$1,895.00**		
	TOTAL	**$29,900.00**		

Bear Creek Heating and Cooling LLC
45 Camelot Drive, West Milford, NJ 07480
(973)-903-2600
NJ License # 6161

HVAC SERVICE ORDER INVOICE

METHOD OF PAYMENT
- ☐ CASH
- ☐ CHECK DRIVER'S LIC. NO. ____
- CREDIT CARD ☐ MC ☐ VISA ☐ AMEX
- EXP. DATE ____
- CC NO. ____

UNIT	UNIT
MAKE	MAKE
MODEL	MODEL
SERIAL NUMBER	SERIAL NUMBER

NAME: Asbury Park DPW Mr. Gregory Toro
STREET: 9 Main Street
DATE: 3/1/2025
CITY: Asbury Park, New Jersey 07712
PROMISED:
PHONE (HOME): PHONE (WORK):
SCHED. TIME: ☐ A.M. ☐ P.M.
TECHNICIAN:
WORK TO BE PERFORMED: Preventive Maintenance Bid.

ENVIRONMENTAL CHECKLIST

CONDENSING UNIT	QTY	TYPE/DISPOSITION
☐ RECOVERED		
☐ RECYCLED		
☐ RECLAIMED		
☐ RETURNED		
☐ DISPOSAL		
☐ DISMANTLED		
☐ CHANGED OUT/REPLACED		TOTAL $

DESCRIPTION OF WORK

Proposal for preventive Maintenance Following Sites
Sewer Plant,Library,Firehouse,Council Chamber,Police Dept,City Hall and DPW.

Total Cost $42,855.00
Labor Rate for Service Calls $160.00 per hour regular time.

QTY	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
	REFRIGERANT R- LBS.		
	FILTERS X X		
	TOTAL MATERIALS		

HRS	LABOR	RATE	AMOUNT
	TOTAL LABOR		

CHECK LIST
- ☐ COMPRESSOR
  - ☐ SUCTION ____ PSI
  - ☐ HEAD ____ PSI
  - ☐ VOLTS ____ AMPS
  - ☐ ELECTRICAL CONNECTIONS
  - ☐ CONTACTS TIGHT & CLEAN
  - ☐ OIL LEVEL & CONDITION
- ☐ CONDENSER COIL
  - ☐ CLEAN COIL & CHECK FIN COND
  - ☐ ENT ____ °F LVG ____ °F
- ☐ REFRIGERANT
  - ☐ LEAK ☐ CHARGE
- ☐ FAN AND MOTOR
  - ☐ VOLTS ____ AMPS ____
  - ☐ ELECTRICAL CONNECTIONS
  - ☐ CONTACTS TIGHT & CLEAN
  - ☐ FAN PULLEYS (ADJUST BELT)
  - ☐ CHK, LUB BEARINGS & MOTOR
- ☐ EVAPORATOR COIL
  - ☐ CLEAN COIL & CHECK FIN
  - ☐ ENT DB ____ °F LVG DB ____ °F
  - ☐ ENT WB ____ °F LVG WB ____ °F
- ☐ CONDENSATE AREAS
  - ☐ INSPECT & CLEAN DRAIN PAN
  - ☐ INSPECT & CLEAN DRAIN
- ☐ AIR FILTERS
  - ☐ CLEANED ☐ REPLACED
  - FILTER SIZE ____
- ☐ HEATING ASSEMBLY
  - ☐ BURNER & HEAT EXCHANGER
  - ☐ FUEL SUPPLY & PRESSURE
  - ☐ PILOT ASSEMBLY
  - ☐ FLAME ADJUSTMENT
  - ☐ PRIMARY RELAY & FLUE
  - ☐ FAN & LIMIT SWITCH OPER.
  - ☐ BLOWER ASSEMBLY
  - ☐ RV VALVE
  - ☐ STRIP HEAT
  - ☐ DEFROST CYCLE
- ☐ ELECTRICAL COMP'TS.
  - ☐ RELAYS ☐ CONTACTORS
  - ☐ OVERLOAD ☐ PRESS. SWITCH
- ☐ THERMOSTAT
  - ☐ O.K. ☐ REPLACE
  - ☐ RELOCATE

TOTAL SUMMARY

TOTAL MATERIALS	
TOTAL LABOR	
TRAVEL CHARGE	
TAX	
TOTAL	

RECOMMENDATIONS

TERMS

[illegible]

CUSTOMER SIGNATURE DATE

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

☐ REGULAR ☐ WARRANTY
☐ SERVICE CONTRACT

Thank You

AIR CARE NEW JERSEY, INC.
1427 Cornell Ave
Hamilton, NJ 08619
Est. 1988
(p) 609-581-9977
(e) Service@AirCareofNJ.com
www.AirCareofNJ.com

Mr. Gregory Toro 2/25/2025

Preventative Maintenance Agreement Proposal – Drafted

Air Care of New Jersey, Inc proposes to provide service and maintenance at: The following Asbury Park Facilities DPW,Council Chamber Building, City Hall, Police Department ,Library, Sewer Department and ,Fire House.

The following items are inclusive on this contract:

Major Comprehensive HVAC Maintenance & Filter Change **(4) Except Sewer Plant**

- Lubricate motor bearings
- Check drives, align, and adjust belts
- Check all system pressures
- Perform a visual leak test
- Check oil levels
- Check all safeties
- Check refrigerant controls
- Check and clear all drain traps and lines
- Check and adjust thermostats
- Check dampers if applicable
- Check compressor operation
- Check and record all pressures, temperatures, amperage, and voltage
- Inspect all heating components - **(2)**
- Condenser Coil Cleaning – **(T&M)**
- Replace all air filters (Provided by Air Care of New Jersey) Except Sewer Plant
- Replace all belts (Provided by Air Care of New Jersey)
- Provide a written proposal for deficiencies found

Minor Filter Change – Provided by Air Care of New Jersey **()**

The following items are excluded from this contract:

- Air Balancing
- Electrical deficiencies beyond the equipment disconnect
- Ductwork
- Moving/Relocation of equipment
- Water supply and drain lines beyond equipment
- Repairs caused by freezing conditions
- Any work made necessary by Government, Insurance Co., and Building code
- Any equipment located in the basements of tenants

Service will begin on __________and shall continue for a period of one year, expiring on _______ unless notice of written termination if given by either party. This contract is subject to price revisions and/or cancellations on any anniversary date AT LEAST 30 days prior. During the contract period, we shall take all reasonable precautions to avoid injury or damage. We shall not be responsible for acts of nature that cause damage. We shall not be responsible for system design or performance in maintaining design condition. It is understood that this proposal sets forth our agreement.

This proposal will become a contract solely between us if accepted by you and approved in writing from both parties. Any rights which you have will be only against us. There are no other parties to this agreement.

The terms of this agreement are as follows:

Agreement will be furnished for **$43,000.00** (per year ~~including sales tax)~~
Invoices are billed quarterly as follows:

PAYMENT SCHEDULE

Once payments are received, we will call to schedule completion of the maintenance

Labor Rates for Service outside of Preventative Maintenance schedule:

Contract Labor Rate: **$150.00 Per Hour** - Regular Business Hours: Monday – Friday 8:00am to 4:30pm

Overtime Rate: **$225.00** Per Hour - Monday through Friday After 4:30pm and Saturdays

Sunday & Holiday Rate: **$300.00** Per Hour

Trip Charge: **$135.00**

The following equipment is included in this agreement:

See Attached

Signatures of Acceptance:

______________________________	______________________________
Air Care of New Jersey Representative	Customer Signature of Acceptance
Date: 2/25/25	Date: ______________________

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-205
Resolution authorizing the annual renewal of Gallagher software for the security system citywide in the amount of $7,856.80 Computer Data O&E funds.

RESOLUTION NO. 2025-205

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF GALLAGHER SOFTWARE FOR THE SECURITY SYSTEM CITYWIDE

WHEREAS, the City has a need to renew the Gallagher software for the security system citywide for one year; and

WHEREAS, the City has obtained the attached quote from A+ Technology & Security in the amount of $7,856.80 utilizing TIPS Co-Op Contract #230202; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of Gallagher software to the vendor listed above in an amount of $7,856.80; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-01-20-140-000-223 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 renewal of Gallagher software in the amount of $7,856.80 to A+ Technology & Security and a copy of this Resolution shall be provided to the Acting City Manager, CFO, Director of IT and Director of Purchasing.

I, ANTHONY CUCCI, Deputy 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. 2025-205 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

A+ TECHNOLOGY & SECURITY SOLUTIONS, INC. www.aplustechnology.com
HEADQUARTERS • 1490 North Clinton Avenue • Bay Shore, NY 11706 • 631.969.2600
NEW ENGLAND • 1027 Fairfield Avenue • Bridgeport, CT 06605 • 203.290.6300

Quote

Date	Quote #
3/25/2025	ES40361

Bill To:	Ship To:
Accounts Payable 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

Title	Terms	Rep
Gallagher Renewal 6-1-2025 to 6-1-2026	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	1	SMA SOFTWARE CCFT 16 DOOR CDX *Manuf. Part #: 2A8918*	$225.00	$225.00
2	178	SMA LICENSE DOOR *Manuf. Part #: 2A8944*	$30.80	$5,482.40
3	7	SMA LICENSE WORKSTATION *Manuf. Part #: 2A8156*	$153.00	$1,071.00
4	1	SMA LICENSE SECURITY MOBILE APPLICATION *Manuf. Part #: 2A8560*	$75.40	$75.40
5	1	SMA LICENSE PHOTO ID *Manuf. Part #: 2A8164*	$343.00	$343.00
6	4	Hourly rate for remote labor *Manuf. Part #: LABOR-REMOTE*	$165.00	$660.00
7		Pricing as per TIPS Contract #230202		

Subtotal	**$7,856.80**
Sales Tax	$0.00
Total	**$7,856.80**

SCOPE OF WORK

A+ Technology & Security Solutions proposes that The City of Asbury Park purchase a Software Maintenance Plan for its Gallagher Access Control System.

The proposed Gallagher Software Maintenance Plan:

- ensures access to the most current cyber-security updates
- provides feature & performance improvements

A+ to provide remote upgrade labor.

The effective dates for this annual software maintenance plan is: 6-1-2025 to 6-1-2026

ASSUMPTIONS

- Remote Access is required for A+ for duration of the project.

-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.

-Remote Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm, unless otherwise agreed upon by both parties.

-Proof of tax exemption is required

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. A+ includes Kassaya on all servers. Kaseya is used to gain remote access for project implementation as well as tech support. Please contact your project manager if you have any questions.*

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.*

Bill To: Accounts Payable 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

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 50% 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

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-206
Resolution authorizing the annual renewal of SDL software totaling $58,500.00 utilizing Computer Data Processing funds.

RESOLUTION NO. 2025-206

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 proposal from Spatial Data Logic, Inc. (SDL) totaling $58,500.00; and

WHEREAS, this service is exempt from public bidding as per N.J.S.A. 40A;11-5(1) (dd) The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software; and

WHEREAS, the City had approved via Resolution 2019-139 the purchase of SDL software off of NJ State Contract #89851; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 5-01-20-140-000-222; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the annual software renewal with SDL in the amount of $58,500.00; and

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

I, ANTHONY CUCCI, Deputy 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. 2025-206 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

SDL
MUNICIPAL MANAGEMENT SOFTWARE
SPATIAL DATA LOGIC

Spatial Data Logic LLC
Roundtable Studios
200 Connell Drive, Suite 1000,
Berkeley Heights, NJ 07922
+1 7323571280
invoice@spatialdatalogic.com
www.spatialdatalogic.com

INVOICE

BILL TO
Asbury Park City
One Municipal Plaza
Asbury Park NJ 07712
United States

SHIP TO
Asbury Park City
One Municipal Plaza
Asbury Park NJ 07712
United States

INVOICE # SDL-001389
DATE 3/31/2025
DUE DATE 4/30/2025
TERMS Net 30

SHIP DATE

SHIP VIA

P.O NUMBER

Activity	Amount
SL3000 Enterprise License - 1 year per computer or named user, includes 1 training credit 50 @ 1170 each TERM: 4-30-2025 - 4-29-2026	$58,500.00

BALANCE DUE **$58,500.00**

Asbury Park - license renewal

Our preferred payment method is ACH. Please remit all payments as follows:
Bank Name : Bridge Bank, A Division of Western Alliance
Account Name : Spatial Data Logic LLC
Account Number : 08837578576
ABA Routing Number: 121143260

If necessary, checks can be sent to the following address:
Spatial Data Logic LLC
PO BOX 8089
Carol Stream, IL 60197-8089
Make checks payable to: Spatial Data Logic LLC
Fax number : 732-357-1299

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-207

The Release of a Performance Guarantee to 614 Cookman LLC at 614 Cookman Avenue Block 2404 Lot 6. A Maintenance Guarantee of $2234.10 is recommended which we would hold for two years. Maintenance Guarantees are for outside improvements including landscaping.

RESOLUTION NO. 2025-207

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE RELEASE OF THE PERFORMANCE BOND FOR 614 COOKMAN AVENUE, BLOCK 2404, LOT 6 AND THE POSTING OF A MAINTENANCE GUARANTEE

WHEREAS, Leon S. Avakian Inc. Consulting Engineers has inspected 614 Cookman Avenue (Block 2404, Lot 6); and

WHEREAS, Leon S. Avakian Inc. Consulting Engineers has determined that the condition of the improvements are satisfactory; and

WHEREAS, it is the recommendation of Leon S. Avakian Inc. Consulting Engineers that the City of Asbury Park release the Performance Guarantee in the amount of $17872.80 contingent upon the payment of all outstanding escrow invoices and the posting of a Maintenance Guarantee of $2234.10 to be held of two years; and

WHEREAS, it is the intention of the City Council to release the Performance Guarantee contingent upon the payment of all outstanding escrow invoices and the submission of a Maintenance Guarantee, in accordance with the recommendations of Leon S. Avakian, Inc. Consulting Engineers.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of $17872.80 be released for the Improvements to 614 Cookman Avenue (Block 2404, Lot 6) upon the posting of a Maintenance Guarantee of $2234.10.

BE IT FURTHER RESOLVED those copies of this resolution shall be provided to the CFO, Leon S. Avakian Inc. Consulting Engineers, Planning Board Secretary, and applicant for their information and attention.

I, ANTHONY CUCCI, Deputy 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. 2025-207 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E.,P.L.S.,P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E.,P.P., CPWM.
GERALD J. FREDA, P.E., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

April 8, 2025

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
Asbury Park, NJ 07712

Re: 614 Cookman Avenue
Block 2404, Lot 6
Performance Bond Release
<u>Our File AP 24-09</u>

Dear Michele:

As requested, our office finalized our site inspection, along with Morgan Astorino, for the above referenced project for performance guarantee release. Please be advised that construction of the site has been substantially completed to our satisfaction therefore, we recommend a performance guarantee release.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.

Samuel J. Avakian, P.E., P.L.S., P.P.
Board Engineer

AP/24/24-09

PHONE (732) 922-9229 FAX (732) 922-0044

LEON S. AVAKIAN, INC. Consulting Engineers
788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E.,P.L.S.,P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E.,P.P., CPWM.
GERALD J. FREDA, P.E., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

April 8, 2025

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
Asbury Park, NJ 07712

Re: 614 Cookman Avenue – Phase 1
Block 2404, Lot 6
Maintenance Bond Requirement
Our File AP 24-09

Dear Michele:

Following the release of the Applicants Performance Bond, the Developer shall post a maintenance bond of $2,234.10 to the City of Asbury Park. This fee is calculated by using 15% of the performance guarantee required, as per NJ Senate No. 3233.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.

Samuel J. Avakian, P.E., P.L.S., P.P.
Board Engineer

AP/25/24-09

PHONE (732) 922-9229 FAX (732) 922-0044

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-208
Third Amendment to the SDA Somerset Asbury Park Urban Renewal, LLC Block 4105, Lot 1.01 (1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue) which includes a time extension for governmental approvals.

RESOLUTION NO. 2025-208

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 THIRD AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC, AS MASTER DEVELOPER, AND SOMERSET ASBURY PARK URBAN RENEWAL, LLC, AS SUBSEQUENT DEVELOPER, IN CONNECTION WITH THE REDEVELOPMENT OF THAT CERTAIN REAL PROPERTY LOCATED AT BLOCK 4105, LOT 1.01 (1209 OCEAN AVENUE, 100 FIFTH AVENUE, AND 115 FOURTH AVENUE) IN THE CITY OF ASBURY PARK (FORMERLY BLOCK 4105, LOTS 1, 2 AND A PORTION OF 3)

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 elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, accordingly, 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 same is 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 amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, "**Redeveloper Agreement**"), which provide, 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 choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, a copy of the Redeveloper Agreement is on file with the City Clerk; and

WHEREAS, thereafter, the City, Master Developer and Somerset Asbury Park Urban Renewal, LLC (the "**Entity**") entered into that certain Subsequent Development Agreement ("**SDA**") dated January 25, 2023, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as such term is defined in the SDA) on the property currently identified as Block 4105, Lot 1.01; 1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue (formerly Block 4105, Lots 1, 2 and a portion of 3) ("**Project Site**"); and

WHEREAS, the SDA was amended by that certain First Amendment to Subsequent Developer Agreement, dated November 15, 2023 (the "**First Amendment**"), and that certain Second Amendment to Subsequent Developer Agreement, dated September 11, 2024 (the **"Second Amendment"** and together with the Original SDA and the First Amendment, the "**SDA**"); and

WHEREAS, the Parties have agreed to amend the Building Permits Approvals Date in the SDA to June 1, 2025, which date shall be subject to up to two (2) additional extensions which together would run no later than August 1, 2025, subject to approval by the Master Developer and without the need for the City to take formal action if granted by the Master Developer (and the "Outside Approvals Date" shall continue to be (30) days after the "Building Permits Approvals Date"); and

WHEREAS, any other or additional extensions of the Project Schedule shall be subject to approval and formal action by the City; and

WHEREAS, additionally, in recognition of the Yappy Hour event hosted by the Wonder Bar, and in an effort to provide for the operation of said event through Labor Day 2025, the Entity has agreed to utilize good faith efforts to delay erection of construction fencing around the Yappy Hour event areas and to commence construction activities within the south-southwest portion of the Project Site and proceed eastward; and

WHEREAS, the Parties wish to memorialize the above same in a Third Amendment to the Subsequent Developer Agreement, together with certain provisions to, *inter alia,* clarify the proposed use and ownership of the two hundred and thirty-seven (237) parking spaces for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Asbury Park, acting as the redevelopment agency for the City of Asbury Park, as follows:

Section 1. **Recitals**. The recitals are fully incorporated herein.

Section 2. **Approval of the Third Amendment.** The Third Amendment of the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved.

Section 3. **Execution of the Third Amendment.** 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 Third Amendment, if any, as same is determined by the Authorized Officers in consultation with counsel to the City, to execute the Third Amendment in substantially the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City, including redevelopment counsel and bond 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 Third Amendment.** The Clerk of the City is hereby authorized and directed, upon the execution of the Third Amendment 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 Third Amendment**. Upon the execution and attestation and placing of the seal on the Second Amendment 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 Second Amendment.

Section 6. Payment of Outstanding Costs. This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding escrow costs related to the review of the Project and the negotiation and preparation of the Third Amendment, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

I, ANTHONY CUCCI, Deputy 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. 2025-208 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

THIRD AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT

THIS THIRD AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT (“Third Amendment”) made this ______ day of ___________, 2025 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 1089 Ocean Avenue, 3rd Floor, Asbury Park, NJ 07712, along with its permitted successors and/or assigns;

AND

SOMERSET ASBURY PARK URBAN RENEWAL, LLC with principal offices located at c/o Inspired by Somerset, with an address of 101 Crawfords Corner Road, Holmdel, NJ 07733, a New Jersey limited liability company, along with its permitted successors and assigns (the “**Entity**” and, collectively with the City and Master Developer, 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, 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

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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, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, "**Redeveloper Agreement**"), which provide, 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 choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, the Parties entered into the Subsequent Development Agreement ("**Original SDA**") on January 25, 2023, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Site located on property identified on the Block 4105, Lot 1.01 **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 elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, accordingly, 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 same is 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 amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, "**Redeveloper Agreement**"), which provide, 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 choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, a copy of the Redeveloper Agreement is on file with the City Clerk; and

WHEREAS, thereafter, the City, Master Developer and Somerset Asbury Park Urban Renewal, LLC (the "**Entity**") entered into that certain Subsequent Development Agreement ("**SDA**") dated January 25, 2023, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as such term is defined in the SDA) on the property currently identified as Block 4105, Lot 1.01; 1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue (formerly Block 4105, Lots 1, 2 and a portion of 3) ("**Project Site**"); and

WHEREAS, the SDA was amended by that certain First Amendment to Subsequent Developer Agreement, dated November 15, 2023 (the "**First Amendment**"), and that certain Second Amendment to Subsequent Developer Agreement, dated September 11, 2024 (the **"Second Amendment"** and together with the Original SDA and the First Amendment, the "**SDA**"); and

WHEREAS, the Parties have agreed to amend the Building Permits Approvals Date in the SDA to June 1, 2025, which date shall be subject to up to two (2) additional extensions which together would run no later than August 1, 2025, subject to approval by the Master Developer and without the need for the City to take formal action if granted by the Master Developer (and the "Outside Approvals Date" shall continue to be (30) days after the "Building Permits Approvals Date"); and

WHEREAS, any other or additional extensions of the Project Schedule shall be subject to approval and formal action by the City; and

WHEREAS, additionally, in recognition of the Yappy Hour event hosted by the Wonder Bar, and in an effort to provide for the operation of said event through Labor Day 2025, the Entity has agreed to utilize good faith efforts to delay erection of construction fencing around the Yappy Hour event areas and to commence construction activities within the south-southwest portion of the Project Site and proceed eastward; and

WHEREAS, the Parties wish to memorialize the above same in a Third Amendment to the Subsequent Developer Agreement, together with certain provisions to, *inter alia*, clarify the proposed use and ownership of the two hundred and thirty-seven (237) parking spaces for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Asbury Park, acting as the redevelopment agency for the City of Asbury Park, as follows:

Section 1. **Recitals**. The recitals are fully incorporated herein.

Section 2. **Approval of the Third Amendment.** The Third Amendment of the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved.

Section 3. **Execution of the Third Amendment.** 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 Third Amendment, if any, as same is determined by the Authorized Officers in consultation with counsel to the City, to execute the Third Amendment in substantially the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City, including redevelopment counsel and bond 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 Third Amendment.** The Clerk of the City is hereby authorized and directed, upon the execution of the Third Amendment 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 Third Amendment**. Upon the execution and attestation and placing of the seal on the Second Amendment 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 Second Amendment.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding escrow costs related to the review of the Project and the negotiation and preparation of the Third Amendment, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

; and

WHEREAS, the SDA was amended by that certain First Amendment to Subsequent Developer Agreement, dated November 15, 2023 (the "**First Amendment**") and that certain Second Amendment to Subsequent Developer Agreement, dated September 11, 2024 (the **"Second Amendment",** and together with the Original SDA and the First Amendment, the "**SDA**"); and

WHEREAS, the Parties have agreed to amend the Building Permits Approvals Date (and the "Outside Approvals Date" shall continue to be (30) days after the "Building Permits Approvals Date") and the Parties wish to memorialize same in this Third Amendment to the Subsequent Developer Agreement, together with certain provisions to, *inter alia*, clarify the proposed use and ownership of the two hundred and thirty-seven (237) parking spaces for the Project and set forth the good faith intentions of the Parties to provide for the operation of Yappy Hour at the Wonder Bar through Labor Day 2025.

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:

SECTION I. Construction. The foregoing recitals are hereby incorporated in this Third Amendment by reference as if set forth herein at length. All terms not defined herein shall have the meanings set forth in the SDA. Other than as specifically modified by this Third Amendment, all other terms, conditions and obligations of the SDA shall remain unmodified and shall remain in full force and effect.

SECTION II. Amendments to SDA:

II.A. The definition of "Building Permits Approvals Date" as set forth in Section II of the Second Amendment is hereby amended and restated in its entirety as follows:

"Building Permits Approvals Date" shall be defined as June 1, 2025. However, if a Building Permit has not been issued to the Entity by that date, through no fault or delay of the Entity's, the Building Permits Approvals Date may be extended, upon the mutual election of the Entity and the Master Developer and without the need for any formal action by the City, for up to two (2) extension periods: the first for an additional thirty one (31) days and the second for an additional thirty (30) days. Notwithstanding the foregoing, and subject to such mutual election, the final outside date for the Building Permits Approvals Date shall be no later than August 1, 2025. A request for an extension of any other date or milestone set forth in the Project Schedule shall be subject to, *inter alia*, formal action by the City.

11.B. Section 4.07(b) of the SDA is hereby amended to include the following requirement:

"As a further condition to the issuance of a Certificate of Completion, in the event that any Surplus Parking Spaces remain unconveyed to Unit owners following the sale of the final residential Unit, the Entity shall comply with the requirements of Section 5.07 by deeding such Surplus Parking Spaces to the condominium association, as provided in Section 5.07. below."

11.C A new Section 5.07 shall be added to the SDA, as follows:

"5.07 Project Parking Spaces. The Entity covenants that the Project's two hundred and thirty-seven (237) parking spaces shall be allocated as follows: (i) one hundred sixty eight (168) parking spaces shall be pre-assigned to, included in the purchase price for, and conveyed in the Deed as an inseparable part of the associated residential Units (i.e. 1 or 2 parking spaces to each of the 112 Units) ("Pre-Assigned Parking Spaces"); (ii) ten (10) parking spaces shall be restricted for use as the Wonder Bar Parking Spaces, as such term is defined in the SDA; and (iii) the remaining fifty nine (59) parking spaces ("Surplus Parking Spaces") shall be offered to initial Unit purchasers for purchase and any that are so acquired shall be conveyed in the Deed as an inseparable part of the associated residential Unit in the same fashion as the Pre-Assigned Parking Spaces. After the last residential Unit has been purchased, any remaining Surplus Parking Spaces shall be conveyed by the Entity to the condominium association within five (5) days of the last Unit sale, and thereafter shall be designated and utilized solely as general common elements. The Entity shall also notify the City upon such conveyance and provide a copy of the recorded Deed reflecting same. Additionally, under no circumstances shall the Project create any more than one hundred and twelve (112) residential condominium Units and further, but for the use of the Wonder Bar Parking Spaces, the parking spaces within the Project shall be accessible to and utilized only by Unit owners and their guests and the Entity shall secure the parking area as may be required in order to ensure same. The Project's condominium documentation, including, but not limited to, the Master Deed and Bylaws shall reflect all of the parking provisions set forth in this Section 5.07 of this Third Amendment (collectively referred to as "Parking Restrictions")."

II.D. A new Section 9.15 shall be added to the SDA as follows:

"9.15 Construction Fencing. The Entity acknowledges that construction activities will take place in the area adjacent to the Wonder Bar. In connection with these construction activities, the City has requested that construction fencing not be installed around the Wonder Bar and Yappy Hour event areas any sooner than necessary. While the ultimate decisions regarding the timing and placement of construction fencing shall rest with the Entity in its discretion, the Entity expressly agrees to make good faith efforts to accommodate the City's request for as long as feasible, subject to applicable safety and construction requirements.

The Entity herewith acknowledges the Wonder Bar operation of the Yappy Hour event and its importance and prominence within the community. In order to make efforts to support its ongoing operation to the extent feasible, the Entity hereby represents that it anticipates commencing construction activities within the south-southwest portion of the Project Site and proceeding eastward, with the Yappy Hour event areas expected to be the final phase of the initial site work. The Entity further represents that it is the Entity's intent, and the Entity shall make good faith efforts, to delay installation of construction fencing around the Yappy Hour areas until at least Labor Day 2025, subject to the terms herein and provided that applicable safety and construction requirements allow. For reference, attached hereto as **Attachment 2** is an aerial view of the Project Site, including the Wonder Bar and Yappy Hour event areas, showing the anticipated location of the construction fencing to be erected when necessary (and also reflecting that only temporary fencing will be implemented *around* the Yappy Hour event areas until the installation of construction fencing must be installed). The Entity currently intends that initial fencing will exclude the Wonder Bar property limits and Yappy Hour event areas and will extend to those areas only when required by safety or applicable construction requirements. In any event, the Entity shall provide written notice to the City, Master Developer, and management of the Wonder Bar within fourteen (14) days of the date that the Entity reasonably anticipates erecting construction fencing near and around the Wonder Bar property limits and Yappy Hour event areas.

II.E. **Exhibit C** (Form of "Declaration of Covenants and Restrictions") attached to the SDA shall be replaced in its entirety by the revised form of Declaration of Covenants and Restrictions attached here as **Attachment 1** to include the Short Term Rental Restriction set forth in Section 5.06 of the Second Amendment, a revision consistent with Section 4.07(b) regarding the Certificate of Completion as set forth in this Third Amendment, and all of the Parking Restrictions set forth in Section 5.07 of this Third Amendment.

II.F. The SDA shall remain in effect without modification, except as expressly provided in this Third Amendment.

SECTION III. Miscellaneous. This Third Amendment shall be implemented as follows:

A. Entire Agreement. The SDA, as amended by this Third Amendment, contains the entire agreement of the Parties with respect to the subject matter hereof. No provision hereof may be modified or waived orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

B. Signatures/Execution. This agreement may be executed in counterparts.

[*Signature Page To Follow*]

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:	**THE CITY OF ASBURY PARK**
______________________________	By:______________________
	Name: John Moor
	Title: Mayor, City of Asbury Park
______________	
Witness:	**ASBURY PARTNERS, LLC**
______________________________	By:______________________

Name:___________________________

Title:___________________________

Witness:

SOMERSET ASBURY PARK URBAN RENEWAL, LLC

____

By:______________________________

Name:___________________________

Title:___________________________

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Attachment 1 (to the Third Amendment of the SDA)

Revised Form of Declaration of Covenants and Restrictions

DECLARATION OF
COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration"), is made this ____ day of __________ 2025, by **Somerset Asbury Park Urban Renewal, LLC,** a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. with principal offices located at c/o Inspired by Somerset, 101 Crawfords Corner Road, Holmdel, New Jersey 07733 (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:

NOW, THEREFORE, the Entity declares that the redevelopment project (the "Project") described in the associated Subsequent Developer Agreement dated January 25, 2023, as amended by a First Amendment to Subsequent Developer Agreement dated November 15, 2025, by a

Second Amendment to Subsequent Developer Agreement dated September 11, 2024, and by a Third Amendment to Subsequent Developer Agreement dated ____________, 2025 (collectively referred to herein as the "Subsequent Developers Agreement" or "SDA") constructed upon Block 4105, Lots 1, 3 and 4 on the tax maps of the City located on Ocean Avenue (the "Project Site") and the Project Site 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 of Covenants and Restrictions (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, and subject to Section 5 below, 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, the Subsequent Developer Agreement 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 permitted in the Subsequent Developer Agreement and 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 and selling individual Units within the Project to third-party purchasers prior to the issuance of a Certificate of Completion for the Project, provided the Entity has obtained a Certificate of Occupancy for any such Unit sale.

(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.

(f) The Entity shall, upon completion of construction of the Project (or sooner as elected by the Entity), 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 one hundred and twenty (120) 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 Subsequent Developer Agreement and the Redevelopment Plan.

(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 the Subsequent Developer Agreement.

(l) The Entity shall make Good Faith Efforts to meet the Local Workforce Requirements, as such terms are defined in the Subsequent Developer

Agreement, in the construction of the Project and shall provide scholarships, apprenticeships and internships as set forth in the Subsequent Developer Agreement.

(m) The Entity shall make good faith efforts, as provided 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 this Declaration in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.10 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information requested by the City and reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs, and shall execute all certificates or other documents related thereto. 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 sale 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 (i) no RABs remain outstanding or (ii) all Units have been sold to third party purchasers and there exists no Deficiency Amount remains.

(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.

(t) The Entity shall include a Deed Restriction on the Transfer Deeds for the Units to restrict the ability of all owners and occupants thereof to construct, or cause to be constructed, a Mezzanine, Loft or such other second story or second story space for living or storage purposes to create additional living space and/or storage space of any kind. The Deed Restriction shall attach to all Units within the Project, except for those Units located on the 8th Floor where Mezzanines are permitted (i.e. "Exempt Units"), in perpetuity and shall run with the land and survive the issuance of any Certificate of Completion for the Project. For the avoidance of doubt, the Transfer Deeds for Exempt Units will not be required to include the referenced Deed Restriction. All Transfer Deeds for the conveyance of said Units within the Project shall include the following language: *As set forth in Section 3.03 of the Subsequent Redeveloper's Agreement, dated* January 25, 2023 *by and among the City of Asbury Park, Asbury Partners, LLC and Somerset Asbury Park Urban Renewal, LLC, neither the owner nor occupant may construct or cause to be constructed any Mezzanine, Loft, or such other second story or second story space for living or storage purposes to create additional living space and/or storage space of any kind. This Deed Restriction shall attach to Unit ____,* *in perpetuity and shall run with the land and survive the issuance of any Certificate of Completion for the Project.*

(u) The Entity shall designate no less than 10 parking spaces within the parking structure of the Project for sole utilization by the Wonder Bar, for use exclusively by Wonder Bar employees and their specific designees and no others, as designated on Exhibit E of the Subsequent Developer Agreement. These Wonder Bar Parking Spaces shall be designated and marked as such with appropriate signage within the parking structure and the use of such parking spaces shall be subject to the Entity's reasonable policies applicable to the Project and use of the parking structure. Prior to the issuance of any Certificate of Occupancy for the Project, the Entity shall record a Deed Restriction preserving and maintaining the Wonder Bar Parking Spaces until either the Project or any version thereof or the Wonder Bar shall no longer exist within the City, whichever is sooner, at which time such Deed Restriction shall automatically and forever terminate without the need for any further action or termination recording. Such Deed Restriction for the Wonder Bar Parking Spaces shall not otherwise be vacated or terminated without the written consent of the City and the Master Developer except in such case where the Master Developer is no longer in existence in which case the City's written consent shall deemed to satisfy this requirement. A recorded copy of said Deed Restriction pertaining to the Wonder Bar Parking Spaces shall be promptly provided to the City at no cost to the City.

(v) Projected Parking Spaces. The Entity covenants that the Project's two hundred and thirty-seven (237) parking spaces shall be allocated as follows: (i) one hundred sixty eight (168) parking spaces shall be pre-assigned to, included in the purchase price for, and conveyed in the Deed as an inseparable part of the associated residential Units (i.e. 1 or 2 parking spaces to each of the 112 Units) ("Pre-Assigned Parking Spaces"); (ii) ten (10) parking spaces shall be restricted for use as the Wonder Bar Parking Spaces, as such term is defined in the SDA; and (iii) the remaining fifty nine (59) parking spaces ("Surplus Parking Spaces") shall be offered to initial Unit purchasers for purchase and any that are so acquired shall be conveyed in the Deed as an inseparable part of the associated residential Unit in the same fashion as the Pre-Assigned Parking Spaces. After the last residential Unit has been purchased, any remaining Surplus Parking Spaces shall be conveyed by the Entity to the condominium association within five (5) days of the last Unit sale, and thereafter shall be designated and utilized solely as general common elements. The Entity shall also notify the City upon such convenance and provide a copy of the recorded Deed reflecting same. Additionally, under no circumstances shall the Project create any more than one hundred and twelve (112) residential condominium Units and further, but for the use of the Wonder Bar Parking Spaces, the parking spaces within the Project shall be accessible to and utilized only by Unit owners and their guests and the Entity shall secure the parking area as may be required in order to ensure same. The Project's condominium documentation, including, but not limited to, the Master Deed and Bylaws shall reflect all of the parking provisions set forth in this subsection (v) of this Declaration (collectively referred to as "Parking Restrictions")."

(w) Short Term Rental Restriction. The Project's condominium documentation, including, but not limited to, the Master Deed and Bylaws, shall contain a restriction on the use of Units in the Project as short-term rentals, in the form substantially set forth below:

"No Residential Unit shall be leased by its Owner for a period of less than four (4) consecutive months, nor used for transient or hotel purposes, which shall be defined as a rental period of less than four (4) consecutive months or any rental where the occupants are provided customary hotel services. No Unit Owner may lease less than an entire Unit. This limitation shall not be deemed to restrict the right of an Owner to permit family members of a Unit Owner from temporarily occupying the Unit from time-to-time for periods of less than four (consecutive months."

<u>Section 4.</u> <u>The Encumbered Lands</u>. 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 4105, Lots 1, 3 and 4 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Schedule 1 ("Legal Description").

<u>Section 5</u>. <u>Effect and Duration of Covenants</u>. 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 or 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 the Project has been issued, except that the covenants set forth in Section 3 (q), Section 3 (r), Section 3 (s), and Section 3 (t) of this Declaration shall survive the termination of the Subsequent Developer Agreement, and shall only otherwise terminate at such time as no RABs remain outstanding. Notwithstanding anything in this Declaration or the Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party unit purchaser and its successors and/or assigns shall be relieved of any requirement, responsibility or obligation under this Declaration or the Agreement.

<u>Section 6.</u> **<u>Indemnity.</u>** The Entity shall comply with the provisions set forth in Section 9.10 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.

<u>Section 7</u>. <u>Binding Effect and Enforcement</u>. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Redeveloper has executed this Declaration effective as of the date first above written.

ATTEST:

SOMERSET ASBURY PARK URBAN RENEWAL, LLC

By:_________________________________
Name:
Title:

By:_____________________________________
Name:
Title:

STATE OF NEW JERSEY :

:ss:

COUNTY OF :

BE IT REMEMBERED, that on this ________________ day of ___________, 2025 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 Somerset Asbury Park Urban Renewal, LLC, the 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

Schedule 1 (to Declaration of Covenants and Restrictions)

Legal Description of the Project Site

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-209
This Resolution Authorizes The Planning Board of Asbury Park To Investigate Whether An Area Within The City Should Be Designated As An Area In Need Of Redevelopment regarding Block 2703, Lot 3 (701-705 Second Avenue)

RESOLUTION NO. 2025-209

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY AUTHORIZING THE PLANNING BOARD FOR THE CITY OF ASBURY PARK TO INVESTIGATE WHETHER AN AREA WITHIN THE CITY SHOULD BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT REGARDING BLOCK 2703, LOT 3 (701-705 SECOND AVENUE)

WHEREAS, Asbury Park (the "City") is authorized to direct the Planning Board of the City of Asbury Park (“Planning Board”) to undertake a preliminary investigation in order to determine whether a certain area within the City would qualify as an area in need of redevelopment pursuant to the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, as a provision of the amendment to N.J.S.A. 40A: 12-6, the Legislature has directed that the resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain ("Non-Condemnation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the powers of eminent domain ("Condemnation Redevelopment Area"); and

WHEREAS, the City may desire to make use of all the powers provided by the Legislature for use in a redevelopment area, and specifically, the City may (but is not required not authorizing at this time to) choose to utilize the power of eminent domain; and

WHEREAS, the Mayor and Council desire the Planning Board to conduct such a preliminary investigation for a non-condemnation redevelopment area relative to certain properties located within the City, more specifically identified as Block 2703, Lot 3 as shown on the Official Tax Map of the City of Asbury Park, known locally as the Holy Spirit Church property, and located at 701-705 Second Avenue.

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

1. The Planning Board of the City of Asbury Park is hereby directed to conduct a

preliminary investigation to determine whether the aforementioned property, or any portions thereof, constitute a non-condemnation area in need of redevelopment according to the criteria set forth in N.J.S.A. 40A: 12A-5;

2. The Planning Board of the City of Asbury Park is hereby directed to conduct a preliminary investigation of the aforementioned Property, in accordance with the requirements set forth in NJ.S.A. 40A: 12A-6, more specifically, to prepare a map showing the boundaries of the potential area in need of redevelopment and locations of the various parcels of property included therein, with a statement setting forth the basis for the investigation appended to the map; to specify a date for a public hearing for the purpose of hearing persons who are interested in, or would be affected by, the determination that the delineated area is an area in need of redevelopment; to give notice of said hearing pursuant to the hearing notice requirements set forth in N.J.S.A. 40A:12A-6(b)(3); to hear and receive into the record any objections to such a determination that the proposed property be designated a non-condemnation area in need of redevelopment; and
3. After completing its hearing on the matter, the Planning Board shall recommend that the delineated area, or any part thereof, be determined, or not be determined, by the Municipal Governing Body to be a non-condemnation area in need of redevelopment.

I, ANTHONY CUCCI, Deputy 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. 2025-209 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-210

Referral to Planning Board of Amendment to Main Street Redevelopment Plan to permit Adult Day Care at 1105 Main Street

RESOLUTION NO. 2025-210

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING PROPOSED AMENDMENTS TO THE MAIN STREET 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 November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled "ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 *et seq*., the "Act") the Ordinance adopted a plan (the "Main Street Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Main Street Redevelopment Area" or the "Area"); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission; and

WHEREAS, on July 17, 2024, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit soup kitchens and food pantries Block 2805, Lot 17, and added related standards; and

WHEREAS, the Main Street 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 increase further investment; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, an existing adult day care, known as Jersey Shore Adult Day Health Care Center, located on Main Street, requested the City consider an amendment to the Main Street Redevelopment Plan to permit relocation of the use to 1105 Main Street (Block 2804, Lot 5.01) within the Main Street Redevelopment Area, Community Shopping Zone;

WHEREAS, the adult daycare is not a permitted use in the Community Shopping Zone of the Main Street Redevelopment Plan;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area as well as the community need for the services offered by the adult day care center;

WHEREAS, the City desires to consider the request by the adult day care center to amend the Main Street Redevelopment Area and has prepared proposed amendments to the Main Street Redevelopment Plan, as set forth in the attached EXHIBIT A, in order to permit, within the Community Shopping Zone of the Redevelopment Area, an adult day care at 1105 Main Street, provide specific parking standards for the use, and require one (1) off-street parking space to be reserved for each vehicle providing transportation services to attendees; and

WHEREAS, the City's Director of Planning and Redevelopment has opined that the proposed amendments are appropriate as set forth in and attached hereto as EXHIBIT A; and

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

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

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

2. The Planning Board is authorized and directed to prepare a report of its

recommendations (the "Planning Board Report") regarding the Proposed Amendment to the Plan within forty-five (45) days of the date hereof.

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

4. 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).

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

6. This Resolution shall take effect immediately.

I, ANTHONY CUCCI, Deputy 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. 2025-210 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Exhibit A.

DRAFT ORDINANCE AMENDING THE MAIN STREET REDEVELOPMENT PLAN

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled "ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq., the " Act") the Ordinance adopted a plan (the "Main Street Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Main Street Redevelopment Area" or the "Area"); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council still further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission; and WHEREAS, the Main Street 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 remove barriers to further improvement and community benefit; and

WHEREAS, on July 17, 2024, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit soup kitchens and food pantries Block 2805, Lot 17, and added related standards; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, an existing adult day care, known as Jersey Shore Adult Day Health Care Center, located on Main Street, requested the City consider an amendment to the Main Street Redevelopment Plan to permit relocation of the use to 1105 Main Street (Block 2804, Lot 5.01) within the Community Shopping Zone of the Main Street Redevelopment Area;

WHEREAS, the adult daycare is not a permitted use in the Community Shopping Zone of the Main Street Redevelopment Plan;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area as well as the community need for the services offered by the adult day care center;

WHEREAS, the Council finds that amendment to the Main Street Redevelopment Plan, Community Shopping Zone, is appropriate in order to permit the continuation of the use and provision of services to a vulnerable population of City and area residents, and that the location is appropriate given the existing conditions and surrounding land uses that include a variety of services as well as retail and restaurant uses;

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

SECTION 1. (additions are shown as ***thus;*** deletions are shown as ~~***thus***~~)

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Principal Uses* in the *Community Shopping Zone,* the following language shall be added:

> ***; adult day care, which may or may not be licensed by the NJ DOH, and associated services, including but not limited to social programming, medical services, transportation services and food preparation / services, is permitted on Block 2804, Lot 5.01.***

SECTION 2. (additions are shown as ***thus;*** deletions are shown as ~~***thus***~~)

Page 40 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, the following language shall be added below the table:

* SPECIFIC ZONING AND DESIGN REGULATIONS FOR BLOCK 2804, Lot 5.01:

- One (1) off-street parking space shall be reserved for each vehicle providing transportation services to attendees of an adult day care located on the property. The pick-up/drop-off of attendees shall occur in the parking space(s) reserved for this purpose. When not in use by transportation services, the parking space(s) may be used for loading and deliveries. The reserved parking space(s) may be included in those that satisfy the minimum parking standards stated in the *Parking Standards* table herein.

<u>SECTION 3.</u> (additions are shown as ***<u>thus</u>;*** deletions are shown as ~~***thus***~~)

Page 43 of the Main Street Redevelopment Plan, within the *Parking Standards* table, within the *Commercial Uses* row, the following shall be added:

Land Use	Unit	Min. No Spaces/Unit	Max. No. Spaces/Unit
<u>Adult day care</u>	***<u>Per 900 sf</u>***	***<u>1</u>***	***<u>N/A</u>***

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-211
Resolution supporting the establishing of bus stops along SR-71 and associated parking regulations by the New Jersey Department of Transportation to ensure bus stops are clear for use by buses.

RESOLUTION NO. 2025-211

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF SUPPORT FOR THE ESTABLISHING OF DESIGNATED BUS STOP LOCATIONS AND ASSOCIATED PARKING REGULATIONS ALONG STATE ROUTE 71 BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION

WHEREAS, State Route 71, known as Main Street within the City of Asbury Park is owned and maintained by the State of New Jersey Department of Transportation (NJDOT); and,

WHEREAS, the State Route 71 (Main Street) corridor through the City of Asbury Park is an established bus route by NJ TRANSIT with existing bus stops along the corridor; and,

WHEREAS, there are four existing bus stops along SR-71, two on the northbound side and two on the southbound side; and

WHEREAS, the City of Asbury Park has requested the NJDOT formally establish the existing bus stops as such with associated parking regulations to ensure they remain clear for use by NJ TRANSIT buses; and,

WHEREAS, the designation of these bus stops will allow for the Asbury Park Parking Enforcement to enforce parking regulations on vehicles blocking the use of the bus stops; and,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park formally approves and supports the establishing of the following bus stops along State Route 71 (Main Street) along with associated parking regulations:
Along Route NJ 71, northbound, on the easterly side thereof:

. Second Avenue (near side) (NJ Transit ID # 24346)
  Beginning at the southerly curb line of Second Avenue and extending 105 feet southerly therefrom.
2. Fifth Avenue (far side) (NJ Transit ID # 24348)
  Beginning at the northerly curb line of Fifth Avenue and extending 130 feet northerly therefrom.

Along Route NJ 71, southbound, on westerly side thereof:

. Fifth Avenue (near side) (NJ Transit ID # 33113)

Beginning at the northerly curb line of Fifth Avenue and extending 135 feet northerly thereof.

2. Second Avenue (near side) (NJ Transit ID # 24341)
   Beginning at the northerly curb line of Second Avenue and extending 105 feet northerly therefrom.

I, ANTHONY CUCCI, Deputy 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. 2025-211 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

State of New Jersey

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

PHILIP D. MURPHY
Governor

TAHESHA WAY
Lt. Governor

FRANCIS K. O'CONNOR
Commissioner

BUS STOPS
Route NJ 71
Various Locations
Asbury Park City
Monmouth County

March 27, 2025

Lisa Esposito, Municipal Clerk
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Esposito:

This is in reference to a request received on March 12, 2025, from Mr. James Bonanno, Director of Transportation, City of Asbury Park, requesting this office to investigate the feasibility of establishing new bus stop locations along Route NJ 71 northbound and southbound at various locations, in the City of Asbury Park, County of Monmouth. Also submitted was a Municipal Review Statement dated March 13, 2025, signed by Director of Transportation James Bonanno, Asbury Park, concurring with NJ Transit's request.

Based upon a field investigation conducted by this office, we do not have objection to the establishment of these bus stops.

In order to establish the new bus stop location/parking regulation, the NJDOT is required to promulgate a Traffic Regulation Order (TRO). An initial step in the TRO process is to receive a **Resolution** of support from the municipal governing body pursuant to N.J.S.A. 39:4-8c. It is therefore requested that a certified adopted **Resolution** of support affixed with the raised seal of the City of Asbury Park be submitted to the attention of **Ms. Jaime M. Oplinger, Director Of Traffic Engineering**, **New Jersey Department of Transportation**, 1035 Parkway Avenue, P.O. Box 600, Trenton, New Jersey 08625-0600, which reads substantially as follows:

Bus Stops:

Along Route NJ 71, northbound, on the easterly side thereof:

1. Second Avenue (near side) (NJ Transit ID # 24346)
Beginning at the southerly curb line of Second Avenue and extending 105 feet southerly therefrom.

2. Fifth Avenue (far side) (NJ Transit ID # 24348)
Beginning at the northerly curb line of Fifth Avenue and extending 130 feet northerly therefrom.

Along Route NJ 71, southbound, on the westerly side thereof:

1. Fifth Avenue (near side) (NJ Transit ID # 33113)
Beginning at the northerly curbline of Fifth Avenue and extending 135 northerly therefrom.

2. Second Avenue (near side) (NJ Transit ID # 24341)
Beginning at the northerly curbline of Second Avenue and extending 105 northerly therefrom.

Once this office is in receipt of the certified adopted Resolution of Support from the City of Asbury Park's governing body, a Traffic Regulation Order will be promulgated.

Should you have any questions regarding this matter, please contact Traffic Investigator, Andres Mejia at (609) 963-1896. Please enclose a copy of this letter with any further correspondence concerning this matter in order to expedite the process.

Sincerely,

Altin Aliaj

Altin Aliaj
Manager, Bureau of Electrical Engineering and Traffic Regulations
Division of Traffic Engineering

C: Donald Pigford, Manager, Bus Stop Sign and Shelter Programs, NJ Transit (email)
Alejandra Monroig-Cedeno, Supervisor Bus Stop & Sign Shelter Programs, NJ Transit (email)
Joseph DeMauro, Senior Field Investigator, Bus Stop Sign and Shelter Programs, NJ Transit (email)
James Bonanno, Director of Transportation, City of Asbury Park
Chief of Police David Kelso, City of Asbury Park Police Department

Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 23, 2025
RESOLUTION SUMMARY

2025-212
City of Asbury Park Police Department desires to amend the ordinance governing the hiring of police officers for the purpose of maintaining and/or advancing public safety and maintaining and/or improving the efficiency of the Police Department

RESOLUTION NO. 2025-212

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING HIRING OF POLICE OFFICERS THROUGH THE ALTERNATE ROUTE OPTION ESTABLISHED UNDER THE CIVIL SERVICE ACT, N.J.S.A. 11A:1-1 ET SEQ.

WHEREAS, the Civil Service Act, *N.J.S.A.* 11A:1-1 et seq., was recently amended to include a provision stating that "[t]he Civil Service Commission shall exempt from the requirement to take an examination for an entry-level law enforcement officer position . . . a person who successfully completes a full Basic Course for Police Officers training course <u>or a full Basic Course for Correction Officers training course</u> at a school approved and authorized by the New Jersey Police Training Commission <u>within nine months from the date of hire as a temporary entry-level officer</u>," *N.J.S.A.* 11A:4-1.3(a) (emphasis added to indicate new language); and,

WHEREAS, that amendment further provided that "[a] municipal police department may hire a person, exempt from the requirement to take an examination ... upon adoption of . . [al resolution by the governing body authorizing such hiring . . . and the adoption of a conflict of interest and nepotism policy," *N.J.S.A.* 11A:4-1.3(c);

WHEREAS, the Municipal Council ("Municipal Council") of the City of Asbury Park ("City"), along with the Governor of the State of New Jersey, recognizes that although the Law Enforcement Examination administered by the Civil Service Commission is intended to create a neutral, objective, and equitable means for those seeking to serve their communities as law enforcement officers, numerous factors, including the inability of some candidates to afford preparatory courses, the existing process yields candidate eligibility lists that disproportionately benefit non-minority candidates; and,

WHEREAS, the Deputy Chief of the City's Police Department has reported to the Mayor and the Council that the Police Department will greatly benefit from utilizing the alternate route option established in N.J.S.A. I IA:4-1.3; and,

WHEREAS, the City's Police Department has adopted an internal, comprehensive "Nepotism and Conflicting Relationships" policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, that the Mayor is hereby authorized to hire law enforcement officers to serve in the City of Asbury Park Police Department, provided that each applicant shall have, at least, successfully completed either a full Basic Course for Police Officers training course or a full Basic Course for Correction Officers training course at a school approved and authorized by the New Jersey Police Training Commission within nine months from the date of hire by the City as a temporary entry level officer in accordance with *N.J.S.A.* 11A:4-l.3; and

BE IT FURTHER RESOLVED that each candidate for appointment to the Police Department shall also submit to a physical examination by a licensed practicing physician and/or an examination by a licensed psychologist of the State of New Jersey, the character and scope of which shall be to determine the applicant's mental, physical and other qualifications to perform the duties of a law enforcement officer, and any applicant failing to meet such qualifications, or in the opinion of the examining physician is incapable of performing the duties of a law enforcement officer safely and efficiently, shall be ineligible for appointment to the Police Department; and,

BE IT FURTHER RESOLVED that no person who is disqualified to serve as a law enforcement officer as provided in the New Jersey Statutes shall be appointed to the Police Department; and,

BE IT FURTHER RESOLVED that any law enforcement officer hired utilizing the alternate route option established in *N.J.S.A.* 11A:4-1.3, shall be subject to all Civil Service rules and regulations other than the entry-level examination requirement, including without limitation all probationary periods and disciplinary action procedures.

I, ANTHONY CUCCI, Deputy 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. 2025-212 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

CERTIFIED BY ME THIS 24th DAY OF April, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2025-9

ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND SUPPLEMENTING CHAPTER 5, ENTITLED "BEACH, BOARDWALK AND BEACHFRONT REGULATIONS" TO PROHIBIT MOTORIZED VEHICLES ON THE BOARDWALK

WHEREAS, the City of Asbury Park (the "City") previously established Chapter 5, entitled "Beach, Boardwalk and Beachfront Regulations" of "The Code of the City of Asbury Park" (also referenced as the "City Code"); and

WHEREAS, the City now desires to create a new Section 5-4.24 to be entitled "Motorized Vehicles Prohibited" and to re-number existing Section 5-4.24 entitled "Enforcement"; and

WHEREAS, the provisions to be revised are more specifically identified below.

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:

Section 1. § 5-4.24 of the City Code is hereby amended to create a new § 5-4.24 to read as follows:

§ 5-4.24 Motorized Vehicles Prohibited

a. The operation of motorized vehicles, including motorcycles, mopeds, motorized bicycles, motorized scooters, motorized skateboards or any other motorized form of transportation, shall be prohibited on the boardwalk at all times.

b. Motorized wheelchairs, scooters, tricycles or any other motorized form of transportation that is devised for use, and used by, a disabled person shall be exempt from this prohibition.

c. Penalties. The penalty for violation of this section shall, upon conviction, be one hundred fifty dollars ($150) for each offense.

Section 2. The existing § 5-4.24 of the City Code, entitled "Enforcement," shall be renumbered as § 5-4.25.

Section 3. All other provisions of Chapter 5 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

Section 4. All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 5. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 6. 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, ANTHONY CUCCI, Deputy 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. 2025-9 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK

Minutes
Meeting of the Municipal Council
Wednesday, April 23, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-185 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lisa Esposito	City Clerk	Absent	
Anthony Cucci	Deputy City Clerk	Present	
Kevin Starkey	City Attorney	Present	

Deputy City Clerk Anthony Cucci called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

1. Arbor Day Proclamation

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council
Council member Ahbez-Anderson had no matters at this time.

Council member Chapman stated, hi everyone, I just want to let you know that the Chamber of Commerce Restaurant Tour takes place on Sunday, April 27th from 12:00PM to 4:00PM and if anyone is interested in tickets the website is asburyparkchamber.com. And it's 27 restaurants throughout the city and it's always a lot of fun.

Council member Clayton stated, on Saturday, April 26th the city is sponsoring an event. There are going to be a number of vendors, it's called Made and Sold in Asbury Park, so these are restaurants, stores, and the entrance fee is $0 so we'd like you to come out. It's from 12:00PM to 4:00PM and it's at the Berkeley. And then also we are continuing to have dumpsters out on the streets for free for residents it you're doing your spring cleaning or decluttering. Here's an opportunity, and the next time they'll be out will be on Saturday, May 3rd and they will be located next to the library and they'll be there from the hours of 10:00AM in the morning until 4:00PM. Thank you.

Deputy Mayor Quinn stated, sadly Asbury Park experienced a shooting, and I think the entire Mayor and Council just want to offer our thoughts and prayers to the family of the victim.

Mayor Moor had no matters at this time.

Matters from City Manager
Acting City Manager John Hayes had no matters at this time.

Matters from City Attorney
City Attorney, Kevin Starkey had no matters at this time.

1. Presentation by Crossroads at Asbury Park, LLC for Redevelopment of Block 2703, Lot 3 (701-705 Second Avenue)

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke:
Kathy McQueen, Polli Schildge, Colin Chapman, Michael Kushner, Robert Khan, Bob Stevens, Irene Bernie, and Tom DeSeno made a comment about the redevelopment project for the Holy Spirit Church. Jeamez Maisonnueve made a comment about the fire department.

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

MINUTES

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

1. Municipal Council- Executive Meeting April 9, 2025 4:00 PM

2. Municipal Council - Regular Meeting - Apr 9, 2025 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2025-186 Resolution Approving Special Event Applications

2025-187 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Joanne Roesing for Property Located at 302 Third Avenue, Asbury Park

2025-188 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Crystal Wilkes for Property Located at 31 Dewitt Avenue, Asbury Park

2025-189 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Lorenzo Kersey for Property Located at 1107 Bond Street, Asbury Park

2025-190 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Carol Johnson for Property Located at 1007 Fourth Avenue, Asbury Park

2025-191 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Josephine Hammary for Property Located at 1104 Asbury Avenue, Asbury Park

2025-192 Resolution Authorizing The Issuance Of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1

2025-193 Resolution Amending Temporary Budget Appropriations for 2025 Budget

INDIVIDUAL RESOLUTIONS

2025-194 Resolution Approving Payment of Bills

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-195 Resolution Approving a Person to Person Liquor License Transfer of Plenary Retail License Number 1303-33-042-006 From Raspberry Moon, Inc. to KB & AD Holdings, LLC

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-196 Resolution Authorizing (LP-2B) For A Loan Application From The New Jersey Environmental Infrastructure Financing Program For The City Of Asbury Park Wastewater Treatment Plant Improvements Sponsor Name: City Of Asbury Park Loan Number: S340883-09

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-197 Resolution Authorizing Payment for Emergency Sewer Repairs Needed

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-198 Resolution Authorizing Purchase of Wristbands for the Beach Department

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

2025-199 Resolution Authorizing the Purchase of a Transmission for the Beach Kubota

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

2025-200 Resolution Authorizing the Purchase of Three Mini Beach Dumpsters for the Department of Public Works

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-201 Resolution Authorizing Parts and Repairs Needed to the Beach Backhoe Loader

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-202 Resolution Authorizing a Fertilizer and Weed Control Program at Various Locations Citywide with Controlled Growth for 2025

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-203 Resolution Authorizing an Agreement 2025 Fire Department Apparatus and Equipment Testing

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-204 Resolution Authorizing an Annual HVAC Preventative Maintenance Agreement with Air System Maintenance

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

2025-205 Resolution Authorizing the Annual Renewal of Gallagher Software for the Security System Citywide

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-206 Resolution Authorizing the Annual Renewal of SDL Software

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

2025-207 Resolution Authorizing the Release of the Performance Bond For 614 Cookman Avenue, Block 2404, Lot 6 and the posting of a Maintenance Guarantee

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

2025-208 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Third Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC, as Master Developer, and Somerset Asbury Park Urban Renewal, LLC, as Subsequent Developer, in Connection with the Redevelopment of that Certain Real Property Located at Block 4105, Lot 1.01 (1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue) in the City of Asbury Park (Formerly Block 4105, Lots 1, 2 and a Portion of 3)

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn

2025-209 Resolution of The Mayor and Council of The City of Asbury Park, County Of Monmouth, New Jersey Authorizing The Planning Board For The City of Asbury Park To Investigate Whether An Area Within The City Should Be Designated As An Area In Need Of Redevelopment regarding Block 2703, Lot 3 (701-705 Second Avenue)

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

2025-210 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendments to the Main Street 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)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-211 Resolution Of Support For The Establishing Of Designated Bus Stop Locations And Associated Parking Regulations Along State Route 71 By The New Jersey Department Of Transportation

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-212 Resolution Authorizing Hiring Of Police Officers Through The Alternate Route Option Established Under The Civil Service Act, N.J.S.A. 11a:1-1 Et Seq.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ORDINANCES

Second Reading/Public Hearing

1. Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 5, Entitled "Beach, Boardwalk And Beachfront Regulations" To Prohibit Motorized Vehicles On The Boardwalk

RESULT:	**TABLED [4 TO 0]** **Next: 5/14/2025 6:00 PM**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 7:07 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Clayton. Meeting adjourned at 7:07 PM.

Respectfully submitted by:

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Anthony Cucci, Deputy City Clerk