



Agenda
Meeting of the Municipal Council
Wednesday, May 11, 2022
REGULAR MEETING 6:00 PM

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

2022-213 Resolution Authorizing a meeting which excludes the public

A. Litigation

1. Mount Laurel Declaratory Lawsuit: Update by Michael Edwards
2. NJIFF Litigation: Update by Eric Nemeth

B. Public Safety

1. Monthly Report from Chief of Police, David Kelso

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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

Special Event Applications:

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting-Apr.13, 2022 4:00 PM
- Municipal Council - Regular Meeting - Apr 13, 2022 6:00 PM
- Municipal Council-Executive April 27, 2022 3:00 PM
- Municipal Council - Regular Meeting - Apr 27, 2022 6:00 PM

C. Consent Agenda Resolutions

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

2022-214 Resolution Approving Special Event Applications

D. Individual Resolutions

2022-215 Resolution Approving Payment of Bills

2022-216 Resolution Awarding a Contract to Capela Construction for the Boardwalk Decking Removal and Replacement Project

2022-217 Resolution Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant

2022-218 Resolution Authorizing a Contract for the Preparation and Painting of Various Beach Bathrooms the Beach Badge Office Building

2022-219 Resolution Awarding a Contract to JC Contracting, Inc. for Emergency Traffic Signal Repairs Needed at Asbury & Ridge Avenue

2022-220 Resolution Awarding of a Contract to Millennium Communications Group for Emergency Camera Repairs at Asbury & Ridge Avenue

2022-221 Resolution Approving Change Order #3 for Bond Street Improvements Project

2022-222 Resolution Authorizing the Purchase of a Diagnostic Tool with Laptop for Heavy-Duty Trucks Needed at the Department of Public Works

2022-223 Resolution Authorizing the Purchase a New Polaris Vehicle for the Beach Department

2022-224 Resolution of The Mayor and City Council of The City of Asbury Park to Withdraw the Notice of Default Issued to Madison Asbury Retail, LLC For Failure to Meet Its Obligations to Provide A Progress Report and Net

Worth Certification Pursuant to The Subsequent Developer Agreement
Entered into By the City of Asbury Park, Madison Asbury Retail, LLC
And Asbury Partners, LLC Dated June 1,2010

- 2022-225 Resolution Granting an Extension of Time of 120 Days for AP Block 4001
Venture Urban Renewal to Obtain Governmental Approvals for Block
4001, Lots 2-15, Pursuant to The Subsequent Developer Agreement
- 2022-226 Resolution of The Mayor and Council of The City of Asbury Park, Acting
as The Waterfront Redevelopment Entity, Granting Conceptual Approval
to Asbury Partners LLC, For the Food Truck Court in The Green Acres
Parcel in Block 4502, Lot 1.25 And Referring the Matter to The Planning
Board for Appropriate Approvals
- 2022-227 Resolution of The Mayor and City Council of The City of Asbury Park
Authorizing the Execution of An Amended and Restated Parking
Agreement by And Between the City of Asbury Park and Asbury Partners,
LLC and Its Wholly Owned Subsidiaries AP Wesley Lake LLC, MF III
Albion, LLC, and Cajun Fish Holdings, LLC
- 2022-228 Resolution Endorsing the Construction of a Municipal Firehouse at Block
608, Lot 1
- 2022-229 Resolution Urging Congress to Include Funding for Affordable Housing in
The Federal “Build Back Better” Legislation (H.R. 5376).
- 2022-231 Resolution to Authorize the Execution of a Lease Agreement By and
Between the City of Asbury Park and AP Five Prop Holdings, LLC

E. Ordinances

Second Reading/Public Hearing

- 2022-4 2022 Cap Rate Ordinance

2022 Municipal Budget Public Hearing

- 2022-230 Adoption of the 2022 Municipal Budget

F. Adjournment

**RESOLUTION NO. 2022-213****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 May 11, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Litigation:

1. Mount Laurel Declaratory Lawsuit: Update by Michael Edwards
2. NJIFF Litigation: Update by Eric Nemeth

B. Public Safety:

1. Monthly Report from Chief of Police, David Kelso

C. Attorney-Client Privilege:

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

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 13, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-172 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

Minutes Acceptance: Minutes of Apr 13, 2022 6:00 PM (Minutes)

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to the council.

PRESENTATION BY:

1. Fire Chief, Kevin Keddy

Fire Chief, Kevin Keddy and Captain Conklin presented a proposal for a Fire Service Apparatus.

Matters from City Council

Council member Clayton stated, I would like to remind everybody that this Saturday the City is sponsoring an Easter Drive/ Walk Thru. There is going to be an Easter bunny, and any resident that wants to come just drop by between the hours of 9:00AM and 11:00AM. The Easter bunny will be here with Easter baskets and other fun things. Please come out and celebrate Easter on Saturday.

Council member Kendle stated, about 2 weeks ago Asbury Park Little League had a parade and one of the biggest sponsors, and I give this guy a lot of credit, was Will Wright. He took a lot of money out of his pocket. He was able to put signs up. He went house to house, store to store, and was able to have an outstanding parade. So I just wanted to give a shout out to Will Wright, he did an excellent job.

Deputy Mayor Quinn stated, just wanted to thank Donna and the City departments for the job fair at the Asbury Park High School. We got all of our City departments that were hiring: Police, Fire, DPW, and a number of businesses from the business committee to go to work with High School and the Board of Education to rotate 11th and 12th and some younger grades as well in to fill out applications and hopefully get a bunch of kids jobs this summer. I want to thank everyone for participating in the job fair this year.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Deputy Mayor Quinn and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Jessica Johnson made a comment about subordination of mortgage; Gabriela Bergh made a comment about parking permits for residents; Matthew Gulace made a comment about Cookman Avenue street closure; Scott Mizrahi made a comment about Cookman Avenue street closure; and John Morris made a comment about Monmouth Lodge.

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

MINUTES

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

1. Municipal Council-Executive Meeting-Mar 23, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Mar 23, 2022 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2022-173 Resolution Approving Special Event Applications

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

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

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

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

INDIVIDUAL RESOLUTIONS

2022-177 Resolution Approving Payment of Bills

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

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

Minutes Acceptance: Minutes of Apr 13, 2022 6:00 PM (Minutes)

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

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

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

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

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

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

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

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

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

2022-184 Resolution Authorizing the Emergency RBC Shaft Reconditioning Needed at the Waste Water Treatment Plant

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

2022-185 Resolution Authorizing the Purchase and Installation of Comminutors at the Wastewater Treatment Plant

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

2022-186 Resolution Authorizing the Purchase a New Yamaha Viking Safety Vehicle for the Beach Department

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

2022-187 Resolution Authorizing the Purchase of a New Fire Truck for the Fire Department

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

2022-188 Resolution Authorizing the Purchase of a 2022 Ford Cargo Van

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

2022-189 Resolution Authorizing the Purchase of a 2022 Mason Dump Truck

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

2022-190 Resolution Authorizing the Purchase of a Kubota for the Beach Department

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

2022-192 Resolution Authorizing the Purchase of Office Furniture for Various Departments Within the City

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

2022-193 Resolution Authorizing the City of Asbury Park to Enter Into A “Third Memorandum of Understanding” With SQF, LLC Relating to The Removal and Replacement Of Certain City-Owned Utility Poles

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

2022-195 Resolution Authorizing The Mayor and City Council To Execute a Discharge of Mortgage For Helena McCurdy For Property Located at 1208 Fourth Avenue, Asbury Park

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

ORDINANCES

Introduction

2022-4 2022 Cap Rate Ordinance

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/11/2022 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn
ABSENT:	Eileen Chapman, John Moor

Second Reading/Public Hearing

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

A motion to open the public hearing on Ordinance 2022-2 was made by Council member Clayton and seconded by Deputy Mayor Quinn. All were in favor. No members of the public spoke. A motion to close the public hearing was made by Deputy Mayor Quinn with a second by Council member Clayton. All were in favor.

RESULT:	DEFEATED [2 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Amy Quinn
NAYS:	Jesse Kendle
ABSENT:	Eileen Chapman, John Moor

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

A motion to open the public hearing on Ordinance 2022-3 was made by Council member Kendle with a second by Council member Clayton. All were in favor. No members of the public spoke. A motion to close the public hearing was made by Deputy Mayor Quinn with a second by Council member Kendle. All were in favor.

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

2022 Municipal Budget Introduction

2022-191 Resolution Introducing the 2022 Municipal Budget

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

ADJOURNMENT

The meeting was adjourned at 6:40 PM

A motion to close the meeting was made by Council member Kendle and seconded by Council member Clayton. All in favor.

Meeting was adjourned at 6:40 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, April 27, 2022
REGULAR MEETING

Executive Session - 3:00 p.m.

2022-196 Resolution Authorizing a meeting which excludes the public

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

CONTRACT NEGOTIATIONS

1. 1600 Ocean Avenue-(North Eats) Redeveloper Agreement
2. 1201 Memorial Drive-Redeveloper Agreement
3. 903 Emory Street-Agreement

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

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

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

2. Silent Prayer/Moment of Reflection

3. Salute to the Flag
4. Announcement - Open Public Meetings Act

PROCLAMATIONS

1. Proclaiming April 29, 2022 as Arbor Day
Proclamation for April 29, 2022 as Arbor Day
2. Proclaiming April as National Child Abuse Prevention Month
Proclamation for April as National Child Abuse Prevention Month
3. Proclaiming April 24-30, 2022 as Crime Victims' Rights Week
Proclamation for April 24-30, 2022 as Crime Victims' Rights Week
4. Recognizing Dayra Mejia-Reyes For Her Service as an Intern for the City of Asbury Park
Proclamation recognizing Dayra Mejia-Reyes for her service as an intern for the City of Asbury Park

ITEMS TO BE PRESENTED:

New Asbury Park Fire Headquarters
Shore Point Architecture and T & M Associates presented plans for a new Asbury park Fire Headquarters.

Matters from City Council

Council member Chapman stated, I wanted to let everyone know that there will be a city wide lake and park cleanup on Saturday April 30th from 10:00AM to 12:00PM. Sunset lake and Park, and Wesley Lake. The Sunset Lake Commission, Sunset Lake Conservancy, Wesley Lake Commission, citizens and friends of Wesley lake, Environmental Shade Tree Commission, and Mayor's Wellness Committee will all help to clean up the lakes. For Sunset Lake, people will meet at Bond Street and Sunset, and for Wesley Lake, volunteers should meet at the Beirgarten.

Council member Clayton stated, on Saturday April, 30th if anyone has expired, unused, or unwanted prescriptions they could drop off their prescription drugs here at City Hall between the hours of 10:00AM and 2:00PM. On Tuesday, May 3rd we are having coffee with a council person with council person Chapman and myself. We will be at Art of the Bean and Leaf at 633 Cookman Avenue.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, Saturday May 7th and Spring wood Park, the Mayor's Wellness Committee from 10:00AM to 11:00AM, Zumba in the park. If you can attend, please attend.

Matters from City Manager
City Manager, Donna Vieiro had no matters at this time.

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Susan Maynard, Patrick Davis, Brian Houseman, Sonja Mack, Syvlie Cooper, Ketzia Beauburn, Tyree Cooper, Pamela Lamberton, Myra Campbell, James Keady, Linda Phillips, Alex Krasutsky, Jessica Teajan, Felicia Simmons, Kerry Butch, Maureen Nevin, and Tracy Rogers all made comments about the Regional Contribution Agreement (RCA) grants; Eric Galipo made a comment about 1201 Memorial Drive and affordable housing; Rita Marano made a comment about the new fire house presentation, affordable housing, and Cookman Avenue.

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

MINUTES

CONSENT AGENDA RESOLUTIONS

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

2022-197 Resolution Authorizing Submission of A Grant Application To The State Of New Jersey, Department Of Public Safety, Division Of Highway Traffic Safety, Under The “Click It Or Ticket” 2022 Seat Belt Mobilization Grant

2022-198 Resolution Authorizing an Appointment to the Housing Authority

2022-199 Resolution Designating the Appointment of a Records Custodian in The City of Asbury Park Police Department for The Purposes of Open Public Records and Litigation Matters

INDIVIDUAL RESOLUTIONS

2022-178 Resolution Amending Temporary Budget Appropriations for 2022 Budget

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

2022-200 Resolution Approving Payment of Bills

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

2022-201 Resolution to Back Bill Sewer Charges on Various Accounts

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

2022-202 Resolution Awarding a Contract for Sunset Lake Pond Management

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

2022-203 Resolution Authorizing Emergency Rolling Door Repairs Needed at the Waste Water Treatment Plant

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

2022-204 Resolution Authorizing the Submittal of a Five-Year Zone Development Plan and Project Proposal #1 – Public Safety Offset for The Business Community for The Urban Enterprise Zone

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

2022-205 Resolution Authorizing the Submittal of a Five-Year Zone Development Plan and Project Proposal #2 – UEZ Business Development Director for The Urban Enterprise Zone

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

2022-206 Resolution Authorizing the Submittal of a Five-Year Zone Development Plan and Project Proposal #3 – Workforce Development – Employment Training Grant for The Urban Enterprise Zone

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

2022-207 Resolution Authorizing the Submittal of a Five-Year Zone Development Plan and Project Proposal #4 – Façade and Walkway Improvement Grant for The Urban Enterprise Zone

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

2022-208 Resolution Authorizing the Submittal of a Five-Year Zone Development Plan and Project Proposal #5 – Micro-Business Lease Subsidy Grant for The Urban Enterprise Zone

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

2022-209 Resolution to Approve a Place to Place Transfer of Plenary Retail Distribution License Number 1303-44-039-007 Trading as Mak on Main Liquors to a New Location of 1500 Main Street, Asbury Park, New Jersey.

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

2022-210 Resolution to Approve Place to Place Liquor License Transfer (Expansion of Premise) for RBAR AP, LLC

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

2022-211 Resolution Authorizing The Mayor And City Council To Execute A Discharge Of Mortgage For Catherine Garby For Property Located At 1210 Fifth Avenue, Asbury Park

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

2022-212 Resolution Aproving The Form Of The “Small Wireless Facility Right-Of-Way Use Agreement” To Be Utilized In Connection With Applications For Use Of The Public Rights-Of-Way For Communications Facilities Or Poles.

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

ORDINANCES

Introduction

2022-6 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1508 Grand Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/25/2022 4:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

ADJOURNMENT

The meeting was adjourned at 7:40 PM

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

Meeting was adjourned at 7:32 PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Apr 27, 2022 6:00 PM (Minutes)



RESOLUTION NO. 2022-214

**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 May 11, 2022 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Fireworks show for Garden State Equality Ball
2. Jersey Pride Parade and Festival
3. Memorial Day Carnival
4. AP Historical Society Boardwalk show
5. Serve 24

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-214 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

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

MELODY HARTSGROVE
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: June 3, 2022**Rain Date: No rain date****Time of Event: 9:30pm to 9:40pm Setup time: 6:30pm Break-down time: Complete by 10:30pm****Name of Event: Fireworks for Garde State Equality Ball****Location of Event: 4th Ave Beach, Asbury 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: Fireworks |

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: Garden State Equality Center / Christian
2. Address of Applicant: 1408 Mon Street Asbury Park, NJ 07712 FUSCARINO
3. Telephone # 913-473-5429 Cell Phone # _____ 3 E-mail: Contact@gardenstateequality.org
4. Is your organization non-profit? ☐ No ☐ Yes If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Asbury Partners, LLC. Is looking to donate a 5 – 7 minute firework display for the Garden State Equality Ball and to kick-off Pride Weekend in Asbury Park. This will be a multi-shot ground to air effects reaching heights of 80'.
6. Estimated attendance: 500
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☐ YES ☒ NO Has this event been held in the past?

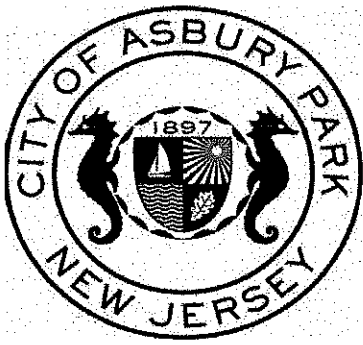
If Yes, please answer the following questions:

- Date of last event? _____
- Location _____
- Contact person: _____
- Email _____ Phone # _____

13. ☐ YES ☒ NO Will you be hiring a licensed professional security company?

If Yes, please complete:





Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: June 5, 2022 Rain Date: n/a

Time of Event noon to 6pm Setup time: June 4, 2022 Break-down time: June 6, 2022

Name of Event: New Jersey's 30th Annual Statewide LGBTQ+ Pride Celebration

Location of Event: Bradley & Atlantic Park, Parade route from municipal building, up Cookman to Grand, along Grand to Sunset, then east on Sunset to the parks

Type of Event (check all that apply):

☒ Festival

☐ Wedding*

☐ Bike Ride/Race

☒ Parade

☐ Beach Event

☐ Triathlon

☐ Foot Race

☐ Concert

☐ Multi Day Event

- ☐ Rally/Demonstration ☐ Swim Event ☐ Other: _____
☐ _____ ☐ _____ ☐ _____



*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

1. Name of Applicant/Organization: Jersey Pride, Inc.
2. Address of Applicant: 321 Raritan Avenue, Highland Park, NJ 08904
3. Telephone #: 732-423-6197 Cell Phone #: same E-mail: laura@jerseypride.org
4. Is your organization non-profit? ☒ X If so, please provide Tax ID# EO-223321619
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: For the 30th year, we will be hosting NJ's annual statewide LGBTQ+ pride celebration (29 of which have been in person). This event includes a parade, and a festival in Bradley and Atlantic Parks that has vendors and performers. Because of the ongoing threat that COVID presents – and especially after a two year hiatus in in-person celebrations - we expect attendance to be significantly less than usual. We encourage attendees to practice good social distancing and we will be distributing masks to all attendees and asking that they keep them on when they are unable to be socially distant from other festival-goers.
6. Estimated attendance: 5000
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: As always, stage will be set up on the eastern edge of Bradley Park.

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☒ YES ☐ NO Will alcohol be served, sold, distributed or consumed at this event? The Hotel Tides has already applied for the catering permit to sell alcohol at the event.
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$10
11. ☒ YES ☐ NO Is there a vendor charge? If yes, how much? It varies based on the kind of vendor you are. Organizations pay a nominal fee.
12. ☒ YES ☐ NO Has this event been held in the past?

Attachment: cm 511 (2022-214 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: May 23-30, 2022 (setup 23rd & 24th carnival starts on the 25th Rain

Date: _____

Time of Event: 5pm (noon on weekends) to 11pm Setup time: TBD Break-down time: TBD

Name of Event: Memorial Day Carnival

Location of Event: Bradley Park

Type of Event (check all that apply):

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



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

APPLICANT INFORMATION

1. Name of Applicant/Organization: Triumphant Life Church_____
2. Address of Applicant: 500 Malterer Ave. Oceanport, NJ 07757
3. Telephone #: 732-774-0303 Cell Phone #:_____ E-mail:
Triumphantlifeoffice@gmail.com
4. Is your organization non-profit? YES If so, please provide Tax ID# 223148801
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Memorial Day Carnival _____

6. Estimated attendance: _____
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: Nothing more than the usual
carnival music

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at
least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a
detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?
If Yes, please answer the following questions:
 - Date of last event? May 16-31, 2021 _____
 - Location Bradley Park _____
 - Contact person: Rev. Lyddale Akins _____
 - Email Triumphantlifeoffice@gmail.com Phone # 732-774-0303 _____

Attachment: cm 511 add (2022-214 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

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

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

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

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

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

Date of Event: August 21, 2022 Rain Date: August 28, 2022

Time of Event: 9 AM to 5 PM Setup time: 7 to 8 AM Break-down time: 5 PM

Name of Event: Asbury Park Historical Society Annual Anton Boardwalk

Location of Event: The Asbury Boardwalk, between Sunset & 4th Ave
South side of Convention Hall

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 511 add (2022-214 : Special Event Applications)



APPLICANT INFORMATION

1. Name of Applicant/Organization: Asbury Park Historical Society
2. Address of Applicant: 508 4th Ave, AP NJ
3. Telephone #: 732 361 0189 Cell Phone #: 848 667 3432 E-mail: Chomkot@Asbury.com
4. Is your organization non-profit? yes If so, please provide Tax ID# 22-3812489
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Fine Art & Selected Crafts. Each artist & Craftsman will have a 10x12 space on Boardwalk. Parking is on their own. (Approx. 60 Artists)
6. Estimated attendance: 60 Artists & Craftsman
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☒ YES ☐ NO Is there a vendor charge? If yes, how much? \$100.00
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? August 15 2021
- Location South Side of Convention Hall
- Contact person: Teddy Chomko
- Email Chomkot@Asbury.com Phone # 848-667-3432

Attachment: cm 511 add (2022-214 : Special Event Applications)



Application fee rate: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
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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: _____

Date: _____

Rain

Time of Event: _____

to _____

Setup _____

time: _____

Break-down time: _____

Name of

Event: _____

Location of

Event:

Springwood 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:

Community Outreach

*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

1. Name of

Applicant/Organization:

Jersey Shore Dream Center

2. Address of

Applicant:

3600 NJ Route 33 Neptune, NJ

3. Telephone # 732 330 1113 Cell Phone # 07753

732 823 8023

E-mail: info@JerseyShoreDreamCenter.org

4. Is your organization non-profit? yes If so, please

provide Tax ID# 45-4840107

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

5. Describe in detail the type of event you want to

stage:

This is a Community Outreach Event which will include food (including use of grill), free non-alcoholic drinks, music, children's activities (Bouncy House), Back Pack give-aways, Diaper Give a Wipey and other Free item give-aways.

6. Estimated attendance: 250

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-215

Resolution Approving Payment of Bills



RESOLUTION NO. 2022-215

**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 \$3,077,726.79

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	\$ 2,002,772.79
BOARD OF EDUCATION	<u>1,074,954.00</u>
 TOTAL VOUCHERS	 \$ <u>3,077,726.79</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-215 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

May 5, 2022
09:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 1

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

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

Fund: CURRENT
Department: COMPUTER MIS
Extd: COMPUTERIZED DATA PROCESSING

1-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
VERIZON	VERIZON WIRELESS	22-01146	INV#XX0988 CY2021 Smart Lgihts	12,750.00	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			12,750.00		
	Department Total: COMPUTER MIS			12,750.00		
	CAFR Total:			12,750.00		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01075	2021 Cloth Allow-Bates	896.82	0.00	B
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01098	2021 Cloth Allow-Manek. M.	350.76	0.00	B
				<u>1,247.58</u>		
	Extd Total: FIRE DEPARTMENT			1,247.58		
	Department Total: FIRE DEPT.			1,247.58		
	CAFR Total:			1,247.58		

Department: BUILDING & GND
Extd: BUILDINGS & GROUNDS

1-01-26-310-000-204	BUILDING & GND Building Supplies					
OPTIMUM	OPTIMUM	22-01102	#07866-183188-01-1 4/8 - 5/7	93.72	0.00	
	Extd Total: BUILDINGS & GROUNDS			93.72		
	Department Total: BUILDING & GND			93.72		
	CAFR Total:			93.72		
	Fund Total: CURRENT			14,091.30		

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

1-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment					
CHEVAL	CHERRY VALLEY TRACTOR SALES	21-01393	THREE KUBOTA'S BEACH & DPW	28,744.67	0.00	

Attachment: Bill List 5-11-22 (2022-215 : Payment of Bills)

May 5, 2022
09:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 10 of 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-05-55-502-000-208 OPTIMUM OPTIMUM	BEACH UTILITY O/E: Office Expense	22-01158	#07866-197754-01-4 4/15 - 5/14	395.69	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			29,140.36		
	Department Total: UTILITY OE			29,140.36		
	CAFR Total:			29,140.36		
	Fund Total: BEACH			29,140.36		
	Year Total:			43,231.66		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
2-01-20-100-000-207 BIRDS005 BIRDS BEWARE INC.	ADMINISTRATION Contractual	22-00933	2ND QTR 2022 CLEARING AND	1,000.00	0.00	B
2-01-20-100-000-211 KEPSPR KEPWEL SPRING WATER	ADMINISTRATION Water	22-01188	ACCT #117290 APRIL 2022	482.50	0.00	
2-01-20-100-000-212 ICMCON ICMA CONFERENCE REGISTRATION	ADMINISTRATION Dues,Licenses	22-01100	Membership Renewal Fee #409342	1,400.00	0.00	
	Extd Total: ADMINISTRATION			2,882.50		
	Department Total: ADMINISTRATION			2,882.50		
Department:	MUNIC CLERK					
Extd:	MUNICIPAL CLERK					
2-01-20-120-000-217 THECOA THE NEW COASTER, LLC	MUNICIPAL CLERK Ads&Promotion	22-01136	#58580 APRIL 21, 2022 ADS	24.80	0.00	
ASBPAK ASBURY PARK PRESS		22-01137	#5219029 & #5219045 4/16/22	108.72	0.00	
NJADV NJ ADVANCE MEDIA LLC		22-01142	STAR LEDGER AD#10216585 1/13	142.70	0.00	
				276.22		
2-01-20-120-000-238 GRALLC GRANICUS, LLC	MUNICIPAL CLERK Contractual	22-01176	INVOICE #150848 MAY 2022	706.20	0.00	
PARKE005 PARKER MCCAY, PA		22-01180	INVOICE #3145206 MARCH 2022	9,061.00	0.00	
				9,767.20		
	Extd Total: MUNICIPAL CLERK			10,043.42		
	Department Total: MUNIC CLERK			10,043.42		
Department:	FINANCE					
Extd:	FINANCIAL ADMINISTRATION					
2-01-20-130-000-202 WBMASON W.B.MASON CO., INC.	FINANCE Office Supplies	22-01107	FINANCE OFFICE SUPPLIES	567.14	0.00	
2-01-20-130-000-206 MUNCAP MUNICIPAL CAPITAL CORPORATION	FINANCE Copier	22-01097	#18196 CONTRACT PMT #60 OF 60	3,207.29	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		22-01098	#19027 CONTRACT PMT #51 OF 60	2,970.77	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		22-01112	#18726 CONTRACT PMT #55 OF 60	515.72	0.00	

Attachment: Bill List 5-11-22 (2022-215 : Payment of Bills)

May 5, 2022
09:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-130-000-206	FINANCE Copier		Continued			
ATLTOM ATLANTIC TOMORROWS OFFICE		22-01115	#107125-01 PARKING AUTH	151.13 6,844.91	0.00	
2-01-20-130-000-207	FINANCE HR Testing					
MERHEA MERIDIAN OCCUPATIONAL HEALTH		22-01026	INVOICES MARCH 2022	3,040.00	0.00	
2-01-20-130-000-209	FINANCE Fees					
GREFIN GREATAMERICA FINANCIAL SVCS.		22-01211	#31514116 JUNE 2022 FINANCE	339.50	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			10,791.55		
	Department Total: FINANCE			10,791.55		
Department: AUDIT						
Extd: AUDIT SERVICES						
2-01-20-135-000-218	AUDIT SERVICES Contract Services					
PKFOC005 PKF O'CONNOR DAVIES, LLP		22-01183	#612981 Audit Progress Billing	40,000.00	0.00	
	Extd Total: AUDIT SERVICES			40,000.00		
	Department Total: AUDIT			40,000.00		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV CDW GOVERNMENT LLC		22-00962	Replacment mouse for Delre	31.59	0.00	
AMAZO005 AMAZON.COM SERVICES		22-01069	Dell Laptop Batteries	56.97	0.00	
WBMASON W.B.MASON CO., INC.		22-01070	DPW Director Ink Drum	166.66	0.00	
WBMASON W.B.MASON CO., INC.		22-01132	HP 80X Toner Police Substation	156.46	0.00	
CDWGOV CDW GOVERNMENT LLC		22-01143	Q#1C7NHKN Apple AirTags	243.76 655.44	0.00	
2-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
FILEB005 FILE BANK, INC.		22-00514	1ST QUARTER 2022 Monthly Fees	3,685.00	0.00	B
SHIINT SHI INTERNATIONAL CORP		22-01015	Q#21832439 ESET Renewal	2,053.90 5,738.90	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			6,394.34		
	Department Total: COMPUTER MIS			6,394.34		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
2-01-20-150-000-218	TAX ASSESSOR Contract.Serv.					
COUTAX COUNTY TAX ADMINISTRATOR		22-01163	Ch.75 Postcards 2021	2,025.20	0.00	
	Extd Total: TAX ASSESSOR			2,025.20		
	Department Total: TAX ASSESSOR			2,025.20		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
2-01-20-151-000-299	DIRECTOR OF COMMUN. - Program Fees					
DONNA005 DONNA VIEIRO		22-01212	COFFEE WITH A COUNCILPERSON	76.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			76.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			76.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209	LEGAL SERVICES Fees					
GENBUR GENOVA BURNS LLC		22-00970	Invoice 472184 March General	6,202.73	0.00	
LAWOF005 LAW OFFICE OF GENE J ANTHONY		22-01187	#20789 APRIL RENT LEVELING	1,077.95	0.00	
				<u>7,280.68</u>		
	Extd Total: LEGAL SERVICES			7,280.68		
	Department Total: LEGAL SERVICES			7,280.68		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
2-01-20-162-000-202	APTV Equipment					
CDWGOV CDW GOVERNMENT LLC		22-01040	Q#1C7KBVM Council Chambers A/V	299.78	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			299.78		
	Department Total: APTV			299.78		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
2-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		22-01184	LAF421821 General Eng. March	17,031.67	0.00	
	Extd Total: ENGINEERING SERVICES			17,031.67		
	Department Total: ENGINEER SERV			17,031.67		
	CAFR Total:			96,825.14		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
ASBPAK ASBURY PARK PRESS		22-01166	APP ZB/PB ANNUAL NOTICES 03/22	92.20	0.00	
	Extd Total: PLANNING BOARD			92.20		
	Department Total: PLANNING BOARD			92.20		

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Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
2-01-21-185-000-209	ZONING BOARD Fees					
ASBPAK ASBURY PARK PRESS		22-01166	APP ZB/PB ANNUAL NOTICES 03/22	91.32	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			91.32		
	Department Total: ZONING BOARD			91.32		
	CAFR Total:			183.52		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
2-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		22-01113	HEALTH COVERAGE MAY 2022	504,796.42	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			504,796.42		
	Department Total: GROUP INSUR.			504,796.42		
	CAFR Total:			504,796.42		
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-202	POLICE Office Supplies					
STAPLE STAPLES BUSINESS ADVANTAGE		22-00923	office supplies tech services	102.61	0.00	
AMAZ0005 AMAZON.COM SERVICES		22-01071	shift command chair	414.12	0.00	
				516.73		
2-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR AP CARWASH AND OIL CHANGE		22-01213	CAR WASHES 1/6 - 5/3/2022	1,452.50	0.00	
2-01-25-240-000-207	POLICE Clothing Allowance					
ACTION015 ACTION UNIFORM CO. LLC		22-00545	#2067 SLEO I ACADEMY UNIFORMS	791.52	0.00	
2-01-25-240-000-218	POLICE Contract.Serv.					
SPCA MONMOUTH COUNTY SPCA		22-01063	#2016337 MARCH 2022 SERVICES	4,700.00	0.00	
	Extd Total: POLICE DEPARTMENT			7,460.75		
	Department Total: POLICE			7,460.75		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
2-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP V.E. RALPH & SON, INC.		22-00987	Q# 97271 JUMBO SOFT STRETCH	510.00	0.00	
2-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005 CORONIS HEALTH RCM, LLC dba		22-01099	Invoice CHRCM4392 March Fees	4,143.66	0.00	

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2-01-25-265-000-298	FIRE DEPT. Special Operations					
GENSAF GEN-EL SAFETY & INDUSTRIAL	22-00368 Qte:33934-Oxygen Sensor			242.25	0.00	
	Extd Total: FIRE DEPARTMENT			4,895.91		
Extd:	FIRE HYDRANT					
2-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.	22-01219 #1018-210026567043 3/23-4/25			18,581.84	0.00	
	Extd Total: FIRE HYDRANT			18,581.84		
	Department Total: FIRE DEPT.			23,477.75		
Department:	PROSECUTOR					
Extd:	MUNICIPAL PROSECUTOR					
2-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.	22-01197 prosecutor april 2022			3,250.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			3,250.00		
	Department Total: PROSECUTOR			3,250.00		
	CAFR Total:			34,188.50		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
2-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON W.B.MASON CO., INC.	22-01095 OFFICE SUPPLIES			812.56	0.00	
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
EDWTIR EDWARDS TIRE CO., INC.	22-00090 loader new tires			7,080.56	0.00	
THEHOS THE HOSE SHOP, INC.	22-00372 VARIOUS HYDRAULIC HOSE			444.21	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE	22-00807 alternators fd 8359			669.24	0.00	
CHEVAL CHERRY VALLEY TRACTOR SALES	22-00861 New engine kubota 66			5,008.14	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	22-00969 VARIOUS AUTO PARTS NEEDED			348.51	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	22-00973 Update for vehicle scanner			603.20	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	22-00985 brakes and rotors car 47 PD			219.01	0.00	
CHEVAL CHERRY VALLEY TRACTOR SALES	22-01030 Air filter housing lawn mower			70.42	0.00	
GPCNA091 GPC-NAPA AUTO PARTS	22-01044 Oil and antifreeze stock			2,114.99	0.00	
AKEQU005 A&K EQUIPMENT COMPANY INC.	22-01081 Snow plow pump truck 2 dpw			886.87	0.00	
GPCNA091 GPC-NAPA AUTO PARTS	22-01082 rear bumper 36 dpw			621.67	0.00	
NJMVC NJ MOTOR VEHICLE COMMISSION	22-01217 REGISTRATION 1GB3YSE75NF221416			60.00	0.00	
				18,126.82		
2-01-26-290-000-208	STREETS & ROAD Concrete					
SUFFREDI SUFFOLK REDI-MIX	22-01105 READY MIX CONCRETE BLANKET PO			925.00	0.00	B
2-01-26-290-000-209	STREETS & ROAD Fees					
TREDEP TREASURER-STATE NJ - NJDEP	22-01185 Vehicle Reg. Springwood 198448			44.00	0.00	
2-01-26-290-000-212	STREETS & ROAD Tools					
CHEVAL CHERRY VALLEY TRACTOR SALES	22-01120 RedMax SGCZ2460S Reciprocator			789.96	0.00	

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2-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
QUEVAC	QUEEN VACUUM & SEWING MACHINE	22-00707	motor gasket, 2hr. laborer	89.64	0.00	
THEHAR	THE HARDWARE STORE	22-01200	24 bottle clear ammonia 128oz.	143.76	0.00	
				233.40		
2-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
GRAING	GRAINGER, INC.	22-00140	MISC HARDWARE SUPPLIES NEEDED	20.72	0.00	B
2-01-26-290-000-222	STREETS & ROAD	Training				
NJCLEAN	NJ CLEAN COMMUNITIES COUNCIL	22-01104	Virtual Conf.Yvonne Adams 5-26	40.00	0.00	
2-01-26-290-000-234	STREETS & ROAD	Road Supplies				
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	22-01128	#245611 HOT MIX ASPHALT 3/5/22	369.59	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	22-01129	#245909 HOT MIX ASPHALT 3/12	226.86	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	22-01130	#247484 HOT MIX ASPHALT 4/9/22	75.12	0.00	
				671.57		
2-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
CICFAR	CICCONI FARMS, INC.	22-00823	flowers, plants mulch etc.	366.95	0.00	B
SUNFAR	SUNSET FARM MARKET GARDEN	22-00824	flowers, plants, mulch, etc.	974.31	0.00	B
				1,341.26		
		Extd Total:	STREETS & ROADS MAINTENANCE	23,005.29		
		Department Total:	STREETS & ROAD	23,005.29		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	22-01074	haul fee debris/bulk 4-8-2022	2,701.74	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-01125	#234145 & 234146 CONST DEBRIS	1,944.18	0.00	
				4,645.92		
2-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	22-01088	#232921 TRASH FEES 4/1 - 4/15	27,236.42	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-01109	INVOICE #233827 MAY 2022	45,416.65	0.00	
				72,653.07		
		Extd Total:	SOLID WASTE COLLECTION	77,298.99		
		Department Total:	SOLID WASTE	77,298.99		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-202	BUILDING & GND	Janitorial Supplies				
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	22-00155	CITY HALL & TRANS. SUPPLIES	4,496.83	0.00	
2-01-26-310-000-203	BUILDING & GND	Misc. Hardware				
MONARCH	MONARCH ELECTRIC COMPANY	22-00730	Q#S120183784 Springwood Park	585.00	0.00	
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	22-01116	Landscaping Supply	680.20	0.00	
				1,265.20		

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2-01-26-310-000-204 OPTIMUM OPTIMUM	BUILDING & GND Building Supplies	22-01102	#07866-183188-01-1 4/8 - 5/7	31.24	0.00	
2-01-26-310-000-218 TERPES THE TERMINIX INTERNATIONAL CO	BUILDING & GND Contract.Serv.	22-01205	Sr Center Month Ser.2-22-2022	138.00	0.00	
TERPES THE TERMINIX INTERNATIONAL CO		22-01206	City Hall Monthly Ser.April	227.00	0.00	
				365.00		
	Extd Total: BUILDINGS & GROUNDS			6,158.27		
	Department Total: BUILDING & GND			6,158.27		
	CAFR Total:			106,462.55		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-202 OPTIMUM OPTIMUM	SENIOR CENTER Util. and Service Contr.	22-01144	#07866-196932-01-7 4/15 - 5/14	8.33	0.00	
	Extd Total: SENIOR CENTER			8.33		
	Department Total: SENIOR CENTER			8.33		
	CAFR Total:			8.33		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299 NJAMER N.J. AMERICAN WATER CO.	LIGHT, HEAT & POWER Misc.	22-01096	#1018-210025101488 3/3-4/4	41.88	0.00	
NJNATU N.J. NATURAL GAS CO.		22-01147	#10-3146-5850-17 3/17-4/14	8,888.55	0.00	
JCPL JCPL		22-01151	#100 130 433 095 2/23-4/24	41.61	0.00	
JCPL JCPL		22-01208	#100 069 260 899 3/25 - 4/25	10,715.77	0.00	
				19,687.81		
	Extd Total: LIGHT,HEAT,POW			19,687.81		
Extd: STREET/TRAFFIC						
2-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	22-01151	#100 130 433 095 2/23-4/24	677.57	0.00	
JCPL JCPL		22-01208	#100 069 260 899 3/25 - 4/25	24,639.78	0.00	
				25,317.35		
	Extd Total: STREET/TRAFFIC			25,317.35		
	Department Total: LIGHTING			45,005.16		
Department: TELEPHONE						
Extd: TELEPHONE						
2-01-31-440-000-299 ATLLC AT&T MOBILITY LLC	TELEPHONE Misc.	22-01122	#287284936037 3/12-4/11	1,010.12	0.00	
ATLLC AT&T MOBILITY LLC		22-01127	#287284651437 3/12-4/11	2,565.57	0.00	

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2-01-31-440-000-299	TELEPHONE Misc.		Continued			
MONINT	MONMOUTH INTERNET CORPORATION	22-01190	INVOICE 330949-M MAY 2022	3,550.98	0.00	
				7,126.67		
	Extd Total: TELEPHONE			7,126.67		
	Department Total: TELEPHONE			7,126.67		
Department: GASOLINE						
Extd: GASOLINE						
2-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-01114	#10599237 & 10599237 FUEL	12,254.72	0.00	
	Extd Total: GASOLINE			12,254.72		
	Department Total: GASOLINE			12,254.72		
	CAFR Total:			64,386.55		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
2-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
MONMUN	MONMOUTH MUNIC.JUDGES ASSOC	22-01193	annual municipal dues 2022	160.00	0.00	
2-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015	MICHAEL G. CELLI JR	22-01194	conflict judge april 22,2022	500.00	0.00	
2-01-43-490-000-247	MUNIC COURT Leases					
GREFIN	GREATAMERICA FINANCIAL SVCS.	22-01195	INVOICE #31487898 JUNE 2022	145.00	0.00	
	Extd Total: MUNICIPAL COURT			805.00		
	Department Total: MUNIC COURT			805.00		
	CAFR Total:			805.00		
Department: INT ON BONDS						
2-01-45-930-000-299	BOND INTEREST					
USBANK	US BANK OPERATIONS CTR.	22-01093	MCIA BOND INTEREST	320,843.73	0.00	
	Extd Total:			320,843.73		
	Department Total: INT ON BONDS			320,843.73		
Department: LOAN REPAYMENT						
2-01-45-940-941-299	Green Acres Loan Payments					
TRE727	TREAS.STATE OF NJ/727 FUND	22-01094	GREEN ACRES-BOARDWALK-PRIN/INT	24,910.73	0.00	
	Extd Total:			24,910.73		
	Department Total: LOAN REPAYMENT			24,910.73		
	CAFR Total:			345,754.46		

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CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
2-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	22-01209	May 2022 School Tax	1,074,954.00	0.00	
2-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	22-00988	1st Quarter 2022 Pilots	73,501.59	0.00	
2-01-55-001-000-011	ACCOUNTS PAYABLE					
EAGPOI	EAGLE POINT GUN	20-03248	Ammunition Needed For Firearms	1,099.50	0.00	B
	Extd Total: TAXES PAYABLE:			1,149,555.09		
	Department Total: TAXES PAYABLE:			1,149,555.09		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,149,555.09		
	Fund Total: CURRENT			2,302,965.56		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
2-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
OPTIMUM	OPTIMUM	22-01158	#07866-197754-01-4 4/15 - 5/14	157.05	0.00	
2-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	22-01151	#100 130 433 095 2/23-4/24	242.15	0.00	
JCPL	JCPL	22-01208	#100 069 260 899 3/25 - 4/25	126.53	0.00	
				368.68		
2-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
GRAING	GRAINGER, INC.	22-01089	Roof Flashing Sealant	61.70	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			587.43		
	Department Total: UTILITY OE			587.43		
	CAFR Total:			587.43		
	Fund Total: BEACH			587.43		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
2-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	22-01188	ACCT #117290 APRIL 2022	14.00	0.00	
2-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-01097	#18196 CONTRACT PMT #60 OF 60	296.99	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-01098	#19027 CONTRACT PMT #51 OF 60	296.99	0.00	
				593.98		
2-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP	GLENCO SUPPLY INC.	22-01092	Signs and Connectors Needed	338.00	0.00	

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2-06-55-502-000-221 PASPOR PASSPORT LABS, INC.	TRANSP UTILITY OE Other Fees and Permits	22-00831	#INV-1028610 LPR HARDWARE &	54,736.86	0.00	
2-06-55-502-000-227 KEPSPR KEPWEL SPRING WATER	TRANSP UTILITY Contractual Services	22-01188	ACCT #117290 APRIL 2022	12.00	0.00	
Extd Total: TRANSP.UTILITY O/E: OTHER EXPENSES:				55,694.84		
Department Total: UTILITY OE				55,694.84		
CAFR Total:				55,694.84		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				55,694.84		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
2-07-55-502-000-202 THEHAR THE HARDWARE STORE	SEWER UTILITY O/E: Hardware/Tools	22-01165	Various hardware items	242.99	0.00	
2-07-55-502-000-209 NJWEA NJ WATER ENVIRONMENT ASSOC.	SEWER UTILITY O/E: Fees	22-01175	Conference Rudy Corna May 2022	574.00	0.00	
2-07-55-502-000-211 NJNATU N.J. NATURAL GAS CO. JCPL JCPL	SEWER UTILITY O/E: Light & Power	22-01147	#10-3146-5850-17 3/17-4/14	6,515.54	0.00	
		22-01208	#100 069 260 899 3/25 - 4/25	24,753.23	0.00	
				31,268.77		
2-07-55-502-000-218 MUNCAP MUNICIPAL CAPITAL CORPORATION	SEWER UTILITY O/E: Contract Services	22-01097	#18196 CONTRACT PMT #60 OF 60	82.58	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		22-01098	#19027 CONTRACT PMT #51 OF 60	82.58	0.00	
OPTIMUM OPTIMUM		22-01167	#07866-152521-04-4 4/15 - 5/14	29.95	0.00	
KEPSPR KEPWEL SPRING WATER		22-01188	ACCT #117290 APRIL 2022	12.00	0.00	
TERPES THE TERMINIX INTERNATIONAL CO		22-01204	monthly past control 3-7-2022	170.00	0.00	
				377.11		
2-07-55-502-000-224 PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Sludge Removal	22-00993	INVOICE #520308 MARCH 2022	13,387.50	0.00	
2-07-55-502-000-231 HACCEM HACH COMPANY	SEWER UTILITY O/E: Lab Supplies	22-00353	Lab Supplies NEEDED N.T.E	397.93	0.00	B
ENVIR005 ENVIRONMENTAL RESOURCES		22-01159	#172863 SERVICES RENDERED 4/1	1,250.00	0.00	
				1,647.93		
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				47,498.30		
Department Total: UTILITY OE				47,498.30		
2-07-55-599-000-299 USBANK US BANK OPERATIONS CTR.	ACCRUED INTEREST ON BONDS & NOTES	22-01093	MCIA BOND INTEREST	80,959.19	0.00	
Extd Total:				80,959.19		
Department Total:				80,959.19		
CAFR Total:				128,457.49		
Fund Total: SEWER UTILITY: BUDGET:				128,457.49		
Year Total:				2,487,705.32		

Attachment: Bill List 5-11-22 (2022-215 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 12

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-004	Various Public Works Improvements					
CHEVAL	CHERRY VALLEY TRACTOR SALES	21-01393	THREE KUBOTA'S BEACH & DPW	16,400.00	0.00	
C-04-55-998-169-006	Various General Capital Improvements					
CHEVAL	CHERRY VALLEY TRACTOR SALES	21-01393	THREE KUBOTA'S BEACH & DPW	32,500.00	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			48,900.00		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-002	DPW Truck					
CHEVAL	CHERRY VALLEY TRACTOR SALES	21-01393	THREE KUBOTA'S BEACH & DPW	8,589.34	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			8,589.34		
Extd:	Ord. 2021-32 Records Mgt. Improvements					
C-04-55-998-181-001	Records Management Improvements					
FILEB005	FILE BANK, INC.	21-02511	RECORDS MANGAMENT	8,327.11	0.00	8
	Extd Total: Ord. 2021-32 Records Mgt. Improvements			8,327.11		
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-003	Public Works Equipment and Vehicles					
CHEVAL	CHERRY VALLEY TRACTOR SALES	22-00273	FORK LIFT FOR DPW	33,999.00	0.00	
MALCHE	MALL CHEVROLET	22-01051	2022 3500 CC4WD DUMP TRUCK	49,400.40	0.00	
				83,399.40		
	Extd Total: Ord. 2021-36 Various Capital Improv.			83,399.40		
	Department Total:			149,215.85		
	CAFR Total:			149,215.85		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			149,215.85		
Fund:	PARKING CAPITAL					
Department:	CAP. IMP. FUND					
Extd:	Ord. 2017-28 Var.Trans.Utility Improve.					
C-09-17-901-000-902	Various Transport.Utility Improvements					
PASPOR	PASSPORT LABS, INC.	22-00831	#INV-1028610 LPR HARDWARE &	83,305.20	0.00	
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			83,305.20		
	Department Total: CAP. IMP. FUND			83,305.20		

Attachment: Bill List 5-11-22 (2022-215 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2020-24 Bond Street Improvements						
Extd: Ord. 2020-24 Bond Street Improvements						
C-09-17-907-000-903	Bond Street Improvements					
LUCBRO	LUCAS BROTHERS, INC.	21-03115	BOND STREET IMPROVEMENTS GRANT	275,416.60	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			275,416.60		
	Department Total: Ord. 2020-24 Bond Street Improvements			275,416.60		
	CAFR Total:			358,721.80		
	Fund Total: PARKING CAPITAL			358,721.80		
	Year Total:			507,937.65		
Fund: GRANT FUND BUDGET:						
G-02-43-956-022-202	Senior Center Grant					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	22-01214	2nd Q Condo Fees	7,497.75	0.00	
G-02-43-956-022-203	Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	22-00623	Nursing Services 2022	6,970.00	0.00	B
	Extd Total:			14,467.75		
	Department Total:			14,467.75		
	CAFR Total:			14,467.75		
	Fund Total: GRANT FUND BUDGET:			14,467.75		
	Year Total:			14,467.75		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	22-01203	Dog License Report April 2022	49.80	0.00	
	Extd Total:			49.80		
	Department Total:			49.80		
	CAFR Total:			49.80		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			49.80		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2021 CDBG B21MC340100 CFDA 14.218						
T-17-80-850-850-001	2021 Administration					
WBMASON	W.B.MASON CO., INC.	22-01060	office supplies	258.39	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			258.39		
	Department Total:			258.39		
	CAFR Total:			258.39		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			258.39		

May 5, 2022
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Page No. 14

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	22-01196	public defender april 2022	2,000.00	0.00	
	Extd Total:			2,000.00		
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	22-01202	2022 Q1 Marriage State Report	425.00	0.00	
	Extd Total:			425.00		
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	22-01108	3-9-20 to 3-31-20 Unemploy.Due	2,078.41	0.00	
	Extd Total:			2,078.41		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	22-01210	bal of 1sr qtr 2022 dca fee	15.00	0.00	
	Extd Total: 5 YR EMERGENCY			15.00		
T-20-56-850-878-801	Reserve for Recreation					
THEWE005	THE WEBSTAUANT STORE, INC.	22-00793	Supplies for Rock & Roll Event	591.19	0.00	
THEWE005	THE WEBSTAUANT STORE, INC.	22-00902	Supplies for Rock & Roll Event	242.83	0.00	
AMAZ0005	AMAZON.COM SERVICES	22-01072	Supplies for Rock & Roll Event	149.31	0.00	
PARTY005	PARTY PERFECT RENTALS, LLC	22-01134	Tables for Rock & Roll Event	120.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	22-01152	Signs for Rock & Roll Event	3,832.85	0.00	
				4,936.18		
	Extd Total:			4,936.18		
	Department Total:			9,454.59		
	CAFR Total:			9,454.59		
	Fund Total: TRUST OTHER			9,454.59		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-499-000-299	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
CLACAN	CLARKE CATON HINTZ PC	22-01002	Cch PB/ZB outstndg Invoices	3,603.91	0.00	
	Extd Total:			3,603.91		
	Department Total:			3,603.91		
T-21-00-530-000-299	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)					
CLACAN	CLARKE CATON HINTZ PC	22-01002	Cch PB/ZB outstndg Invoices	3,280.73	0.00	
	Extd Total:			3,280.73		
	Department Total:			3,280.73		

Attachment: Bill List 5-11-22 (2022-215 : Payment of Bills)

May 5, 2022
09:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-542-000-299 CLACAN CLARKE CATON	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL) HINTZ PC	22-01002	Cch PB/ZB outstndg Invoices	1,087.50	0.00	
	Extd Total:			1,087.50		
	Department Total:			1,087.50		
T-21-00-546-000-299 CLACAN CLARKE CATON	407 LAKE AVENUE(TOLL ASBURY PARK, LLC) HINTZ PC	22-01002	Cch PB/ZB outstndg Invoices	1,852.99	0.00	
	Extd Total:			1,852.99		
	Department Total:			1,852.99		
T-21-00-552-000-299 TMASSO T & M ASSOCIATES	320 ASBURY/110 1ST(ASBURY PARTNERS, LLC) 22-01126 LAF422681 320 Asbury Ave.			3,799.50	0.00	
	Extd Total:			3,799.50		
	Department Total:			3,799.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			13,624.63		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			13,624.63		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802 MONCLE MONMOUTH COUNTY CLERK	HOWELL/ASBURY PARK RCA - Miscellaneous 22-01215 Mortg. Disch. 2022015330			8.00	0.00	
	Extd Total:			8.00		
	Department Total:			8.00		
	CAFR Total:			8.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			8.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-842 ANSZAR ANSELL,GRIMM & AARON, P.C.	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC) 22-01118 #481928: REDEVELOPMENT AGENCY			39.00	0.00	
	Extd Total:			39.00		
	Department Total:			39.00		
	CAFR Total:			39.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			39.00		
	Year Total:			23,434.41		
Total Charged Lines: 350 Total List Amount: 3,076,776.79 Total Void Amount:				0.00		

Attachment: Bill List 5-11-22 (2022-215 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	14,091.30	0.00	0.00	14,091.30
BEACH	1-05	29,140.36	0.00	0.00	29,140.36
Year Total:		43,231.66	0.00	0.00	43,231.66
CURRENT	2-01	2,302,965.56	0.00	0.00	2,302,965.56
BEACH	2-05	587.43	0.00	0.00	587.43
TRANSPORTATION UTILITY: BUDGET:	2-06	55,694.84	0.00	0.00	55,694.84
SEWER UTILITY: BUDGET:	2-07	128,457.49	0.00	0.00	128,457.49
Year Total:		2,487,705.32	0.00	0.00	2,487,705.32
GENERAL CAPITAL FUND BUDGET:	C-04	149,215.85	0.00	0.00	149,215.85
PARKING CAPITAL	C-09	358,721.80	0.00	0.00	358,721.80
Year Total:		507,937.65	0.00	0.00	507,937.65
GRANT FUND BUDGET:	G-02	14,467.75	0.00	0.00	14,467.75
ANIMAL CONTROL FUND BUDGET:	T-12	49.80	0.00	0.00	49.80
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	258.39	0.00	0.00	258.39
TRUST OTHER	T-20	9,454.59	0.00	0.00	9,454.59
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	13,624.63	0.00	0.00	13,624.63
HOWELL/ASBURY PARK RCA BUDGET:	T-38	8.00	0.00	0.00	8.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	39.00	0.00	0.00	39.00
Year Total:		23,434.41	0.00	0.00	23,434.41
Total Of All Funds:		3,076,776.79	0.00	0.00	3,076,776.79

Attachment: Bill List 5-11-22 (2022-215 : Payment of Bills)

May 11, 2022 Council Meeting

Balance Brought Forward from Total List Amount	\$ 3,076,776.79
Genetec Inc. (PO 22-00931)	\$ 950.00

Total:	<u><u>\$ 3,077,726.79</u></u>
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-216

Resolution awarding a contract to Capela Construction for the Boardwalk Decking Removal and Replacement Project in the amount of \$1,132,000.00.



RESOLUTION NO. 2022-216

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

RESOLUTION AWARDING A CONTRACT TO CAPELA CONSTRUCTION FOR THE BOARDWALK DECKING REMOVAL AND REPLACEMENT PROJECT

WHEREAS, the City of Asbury Park received and opened sealed bids on Thursday, April 14, 2022 for the Boardwalk Decking Removal and Replacement Project; and

WHEREAS, the lowest responsible and responsive bidder of the eleven (11) bids received is Capela Construction, Inc. in the amount of \$1,132,000.00; and

WHEREAS, the City Attorney, Director of Capital Projects and Public Facilities, and Purchasing Agent all recommend awarding the project to Capela Construction, Inc.; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 2-05-55-546-000-905 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Capela Construction, Inc. in the amount of \$1,132,000.00.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-216 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 11th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

**City of Asbury Park
BID PROPOSAL FORM
Thursday, April 14, 2022
11:00 AM**

Boardwalk Decking Removal and Replacement Project

The undersigned, being authorized, proposes to furnish and deliver the above goods/services pursuant to the bid specification.

Price per Square Foot in Number:

\$ 16.00

Price per Square Foot in Words:

\$ Sixteen dollars

Total Bid Amount in Numbers:

\$ 1,132,000.00

Total Bid Amount in Words:

\$ One million, one hundred thirty two thousand dollars and zero cents

Capela Construction Inc.
Company Name

20 Tranquility Ct. Southampton, NJ 08088
Address

Jaclyn Munoz
Signature of Authorized Agent

Jaclyn Munoz
Type or Print Name

Title: Registered Agent

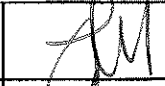
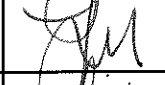
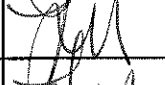
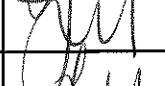
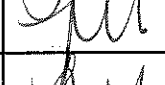
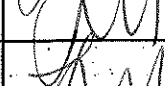
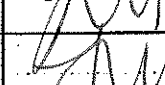
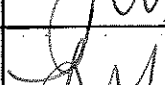
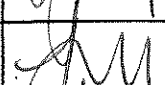
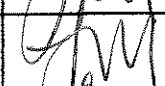
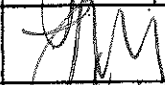
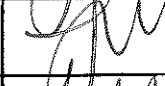
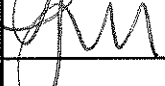
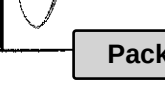
609-535-5367
Telephone Number

4-12-22
Date

609-801-2533
Fax Number

capelaconstructioninc@gmail.com
E-mail address

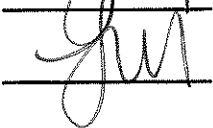
**City of Asbury Park
BID DOCUMENT CHECKLIST***

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Bid Submission Checklist	
☒	Bid Proposal Form, Including Pricing Sheet	
☒	Acknowledgment of Receipt of Addenda	
☒	Proof of Business Registration	
☒	Public Works Contractor Certificate	
☒	Stockholder Disclosure Certification Statement of Ownership	
☒	Disclosure of Investment Activities in Iran	
☒	Election Contributions Disclosure Form Acknowledgment	
☒	Bid Bond and Security	
☒	Consent of Surety	
☒	Non-Collusion Affidavit	
☒	Mandatory Equal Employment Opportunity Language – Exhibit B	
☒	Prevailing Wage Compliance Declaration	
☒	American Products Certification	
☒	Ethics Statement	
☒	New Jersey Anti-Discrimination	
☒	Americans with Disabilities Act of 1990 Language	
☒	Mandatory Affirmative Action Language	
☒	W9 Form	

City of Asbury Park

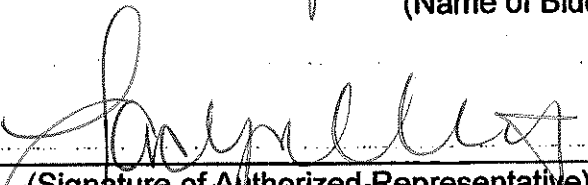
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
# 1	3-7-22	
# 2	3-31-22	

No addenda were received: ☐

Acknowledged for: Capela Construction Inc.
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Jacquyn Munoz
(Print or Type)

Title: Registered Agent

Date: 4-12-22

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



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

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

Addendum to Boardwalk Decking Removal and Replacement Project Bid

ADDENDA #1

Amendments are shown in boldfaced and underlined:

Pre-Bid Site Visit – Wednesday, March 16, 2022 10 AM Fourth and Ocean Avenue on the Boardwalk

Issued: March 7, 2022

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



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

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

Addendum to Boardwalk Decking Removal and Replacement Project Bid

ADDENDA #2

1. Q: Is it correct to assume that the total bid amount on the bid form is the square foot price x 70,750ft.
A: Yes
2. Q: Are there any drawings with the boardwalk decking bid package?
A: No, just remove and replace the existing deck and protecting the substructure lumber.
3. Q: Paragraph B on Page 15 of the Bid Specifications states "*Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*" There are fixed costs associated with this type of work, but there is no bid item to guarantee payment for these. These fixed costs may or may not be covered in the price per SF, depending on area that the City of Asbury Park directs the Contractor to install. Does the City of Asbury Park guarantee that the Contractor will be paid 70,750 SF in total, or will the City of Asbury Park consider creating an additional bid item to cover the Contractor's fixed costs?
A: This contract is not an open-ended contract. The intent is to complete the 70,750 SF as referenced in the Scope of Work on page 4 of the Bid specification.
4. Q: Paragraph C on Page 15 of the Bid Specifications states "*Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.*" Please clarify what permits are required by the City of Asbury Park, and confirm who is responsible for payment of said permits.
A: No permits required; this is a maintenance repair.
5. Q: Please provide any as-builts pertaining to the boardwalk construction within the project limits.
A: None available.

Issued: March 31, 2022

PUBLIC WORKS CONTRACTOR CERTIFICATE
(Pursuant to N.J.S.A. 34:11-56.48)

City of Asbury Park
Boardwalk Decking Removal and Replacement Project

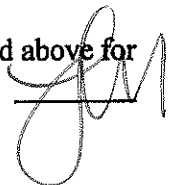
Capela Construction Inc.
(Bidder Name)

This law requires that all contractors, general, or prime (or named) subcontractors, working on public projects subject to prevailing wage laws to register as a Public Works Contractor (N.J.S.A. 34:11-56.51). The registration is known as a Public Works Contractor Registration (PWCR).

It prohibits contractors from bidding on any contract for public work unless the contractor is registered *at the time bids were received*. It also prohibits contractors from naming/listing a subcontractor in a bid or proposal for a contract unless that subcontractor is also registered *at the time bids are received*.

At or after a bid is opened, but prior to award, general and prime contractors must provide proof of PWCR showing that they were registered **prior** to date bids were opened for themselves and all named/listed subcontractors. Non-listed lower-tier subcontractors must also provide proof through the general or prime contractor that they were registered prior to the start of work on the contract.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**



ATTACHMENT IV

Stockholders Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Capela Construction Inc.

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

OR

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

Check the box that represents the type of business organization:

- | | | |
|--|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☒ Subchapter S Corporation | ☐ Non-Profit | |

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

Stockholders:

Name: Noel Munoz
Home Address: 20 Tranquility Ct.
Summerton, NC 28888

Name: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 12 day of

April, 2022

(Notary Public)

My Commission expires:

July 31, 2024



29

Alison S Walton
NOTARY PUBLIC
State of New Jersey
ID # 50109458
My Commission Expires
July 31, 2024

Jacklyn Munoz
(Affiant)
Jacklyn Munoz Register
(Print name & title of affiant)
Agm
(Corporate Seal)

ATTACHMENT V

Disclosure of Investment Activities in Iran

Disclosure of Investment Activities in Iran

Bidder Name:

Capela Construction Inc.

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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

CHECK THE APPROPRIATE BOX:



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

OR



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

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

Full Name (Print): Jaclyn Munoz

Title: Registered Agent

Signature: Jaclyn Munoz

Date: 4-12-22

ATTACHMENT VI

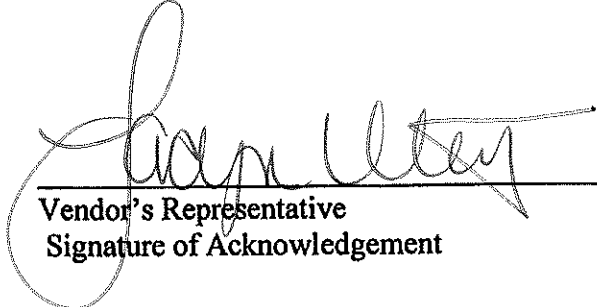
Election Contributions Disclosure Notification Acknowledgement Form

Attachment: Capela Construction Inc. (2022-216 : Awarding of a contract to Capela Construction for the Boardwalk Decking Project)

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.


Vendor's Representative
Signature of Acknowledgement

4-12-22
Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Burlingtonss: Jaqueline

I, Jacklyn Munoz residing in Satrampton
(name of affiant) (name of municipality)
 in the County of Burlington and State of New Jersey of full age,
 being duly sworn according to law on my oath depose and say that:

I am registered agent of the firm of Capela
(Title or position) (Name of firm)

Construction Inc the bidder making this Proposal for the bid
Boardwalk Decking
 entitled Removal and Replacement Project, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Asbury Park relies upon
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

April 12, 2022
Alison S. Walton

Notary public of

My Commission expires July 31, 2024

(Seal)



Alison S Walton
 NOTARY PUBLIC
 State of New Jersey
 ID # 50109453
 My Commission Expires
 July 31, 2024

Jaqueline
Jacklyn Munoz
 Signature
 (Type or print name of affiant under signature)

ATTACHMENT X

Mandatory Equal Employment Opportunity Language

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

() If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(i) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(ii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ATTACHMENT XI

Prevailing Wage Compliance Declaration

PREVAILING WAGE COMPLIANCE DECLARATION
(Pursuant to N.J.S.A. 34:11-56.25 et. seq.)

**City of Asbury Park
Boardwalk Decking Removal and Replacement Project**

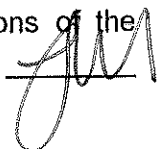
Capela Construction INC.
(Bidder Name)

The above named Bidder, located at 20 Tranquility Ct. Southampton, N
(Bidder's Address) 0804

hereby accepts and agrees to the terms and conditions of the Prevailing Wage Act:

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssse/lspubcon.html.

By initialing here, the Bidder hereby accept and agrees to the terms and conditions of the
Prevailing Wage Act



Attachment: Capela Construction Inc. (2022-216 : Awarding of a contract to Capela Construction for the Boardwalk Decking Project)

ATTACHMENT XII

American Products Certificate

Boardwalk Decking Removal and Replacement Project

(Bidder Name)

Packet Pg. 70

ATTACHMENT XIII

New Jersey Anti-Discrimination Provisions

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT XIV

Americans with Disabilities Act of 1990

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

ATTACHMENT XV

Affirmative Action Compliance

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4. *Attached at front*

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Capela Construction Inc. SIGNATURE: *[Signature]*
PRINT NAME: JACKYNN MINOZ TITLE: Registered Agent
DATE: 4-12-22

Attachment: Capela Construction Inc. (2022-216 : Awarding of a contract to Capela Construction for the Boardwalk Decking Project)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Capela Construction Inc.																																																				
2 Business name/disregarded entity name, if different from above 																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ Applies to all entities except trusts and estates (see 10231X)																																																			
☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate																																																			
5 Address (number, street, and apt. or suite no.) See instructions. 20 Tranquility Ct.	Requester's name and address (optional) 																																																			
6 City, state, and ZIP code Southampton, NJ 08088	7 List account number(s) here (optional) 																																																			
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">83</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">30</td> <td style="width: 20px; height: 20px;">94</td> <td style="width: 20px; height: 20px;">72</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>			Social security number																				or										Employer identification number										83	-	30	94	72	9				
Social security number																																																				
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here Signature of U.S. person ▶	Date ▶ 4-12-22																																																			
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																																				

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, CAPELA CONSTRUCTION, INC. of 20 Tranquility Court, Southampton, NJ 08088 as Principal, and NGM Insurance Company, 4601 Touchton Road East, Jacksonville, FL 32246 as Surety, is hereby held and firmly bound unto City of Asbury Park of 1 Municipal Plaza, Asbury Park, NJ 07712 as Owner, in the penal sum of

Ten Percent (10%) of amount bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed and sealed this April 14, 2022

The condition of the above obligation is such that whereas the Principal has submitted to City of Asbury Park a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

Boardwalk Decking Removal and Replacement

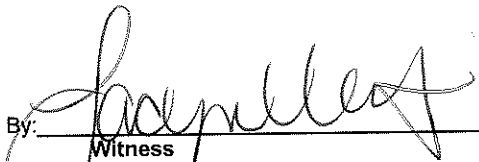
NOW, THEREFORE,

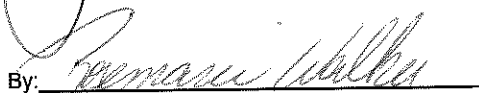
- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above:

By: 
Witness

By: 
Rosemarie Walker, Witness

CAPELA CONSTRUCTION, INC.

Principal

By: 

NGM Insurance Company

Surety

By: 

Jeanne Primavera, Attorney-in-Fact

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

NGM Insurance Company

Organized and existing under the laws of the State of Florida and licensed to do business in the State of New Jersey certifies and agrees, that if contract for

Boardwalk Decking Removal and Replacement

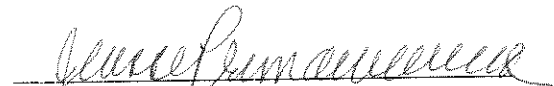
for City of Asbury Park

is awarded to CAPELA CONSTRUCTION, INC.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this April 14, 2022

NGM Insurance Company


Jeanne Primavera, Attorney-in-Fact

Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2020 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by is PricewaterhouseCoopers LLP, One North Wacker, 11th Floor, Chicago, IL 60606

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$643,031,338

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2021 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$61,231,000

- 3) The amount of the bond to which the statement and certification is attached is \$ Ten Percent (10%) of amount bid

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Jeanne Primavera as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.


(Signature of certifying agent/officer)

Jeanne Primavera, Attorney-in-Fact
(Print name of certifying agent/officer)

Date: April 14, 2022

Attorney in Fact



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 10th, 2022, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU.....CHIEF EXECUTIVE OFFICER AND PRESIDENT
 KIMBERLY K. LAW..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 JOSEPH D. FREITAS VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
 DAVID S. MEDVIDOFSKY SENIOR VICE PRESIDENT, PRODUCT OPERATIONS
 RUTH C. MUNGER, ANNA D. PARKER, KEVIN A COMIER, NANCY L. GIORDANO-RAMOS, PRIYESH A. PATEL,
 ANDREW S. ROSE, THERESA E. BREUNIG-SILBERNAGEL VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2021.

ADMITTED ASSETS

Bonds at Amortized Values.....	\$93,827,372
Stocks at Market Value	\$149,665,700
First Mortgage Loans	0
Real Estate	\$ 3,266,674
Cash in Office and Banks.....	(21,911,010)
Short Term Investments.....	\$3,233,592
Agent's Balance (Less than 90 Days)	\$298,575,653
Accrued Interest.....	\$441,279
Other Assets	\$319,261,956
TOTAL ADMITTED ASSETS	\$846,361,216

LIABILITIES

Reserve for Losses.....	0
Reserve for Loss Adjustment Expenses	0
Reserve for Unearned Premiums	0
Reserve for Other Underwriting Expenses.....	\$55,861,050
Reserve for Taxes, Licenses, and Fees.....	\$3,366,863
Loss Drafts in Transit.....	0
Other Liabilities	\$219,138,101
Total Liabilities	\$278,366,014
Policyholders' Surplus.....	\$567,995,202
TOTAL	\$846,361,216

Securities as deposited by law, included above = \$ 5,498,220

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

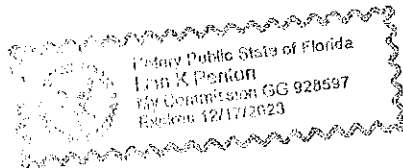
The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
 this 10 day of March, 2022

IN WITNESS THEREOF I hereunto subscribe
 my name and affix the seal of said company
 this 10 day of March, 2022

[Signature of Lynn K. Perion]

[Signature of Kimberly K. Law]
 Kimberly K. Law
 Vice President, General Counsel & Secretary





NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Kenneth A Gelok, Scott R Kuzmic, Dawn M Jones, Jeanne Primavera, Tom Caruso**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

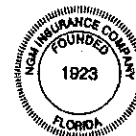
Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

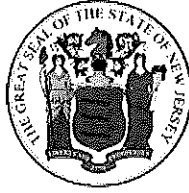
14th day of April, 2022.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

Attachment: Capela Construction Inc. (2022-216 : Awarding of a contract to Capela Construction for the Boardwalk Decking Project)



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: May 01, 2021

NAIC Company Code: **14788**

THIS IS TO CERTIFY THAT THE **NGM INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2022, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 22 - Mechanical Breakdown/Power Failure
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CAPELA CONSTRUCTION INCORPORATED
Trade Name:
Address: 30 NORTH CENTRAL AVENUE
SICKLERVILLE, NJ 08081-0808
Certificate Number: 2343792
Effective Date: May 09, 2019
Date of Issuance: May 14, 2019

For Office Use Only:
20190514133847547

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
CAPELA CONSTRUCTION INCORPORATED
ADDRESS:
30 NORTH CENTRAL AVENUE
SICKLERVILLE NJ 08081-0808
EFFECTIVE DATE:
05/09/19

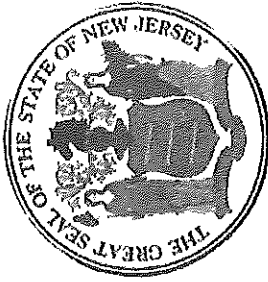
TRADE NAME:
SEQUENCE NUMBER:
2343792
ISSUANCE DATE:
05/09/19

Director
New Jersey Division of Revenue

FORM-BRC

Certificate Number
724819

Registration Date: 06/30/2021
Expiration Date: 06/29/2023



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Noel Munoz, President

Capela Construction Inc
2021

A handwritten signature in cursive script, appearing to read "Noel Munoz".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

Attachment: Capela Construction Inc. (2022-216 : Awarding of a contract to Capela Construction for the Boardwalk Decking Project)

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development

NON TRANSFERABLE

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

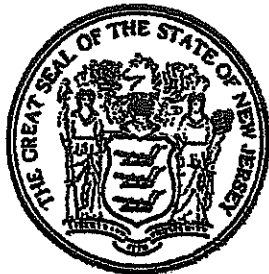
CERTIFICATE OF INC, (PROFIT)
CAPELA CONSTRUCTION INCORPORATED
0450342569

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 01/23/2019 and was assigned identification number 0450342569. Following are the articles that constitute its original certificate.

1. **Name:**
CAPELA CONSTRUCTION INCORPORATED
 2. **Registered Agent:**
JACLYN MUNOZ
 3. **Registered Office:**
30 NORTH CENTRAL AVENUE
SICKLERVILLE, NEW JERSEY 08081
 4. **Business Purpose:**
HEAVY HIGHWAY CONSTRUCTION
 5. **Duration:**
PERPETUAL
 6. **Stock:**
1
 7. **Effective Date of this filing is:**
01/23/2019
 8. **First Board of Directors:**
NOEL MUNOZ
30 NORTH CENTRAL AVENUE
SICKLERVILLE, NEW JERSEY 08081-0808
 9. **Incorporators:**
NOEL MUNOZ
30 NORTH CENTRAL AVENUE
SICKLERVILLE, NEW JERSEY 08081-0808
 10. **Main Business Address:**
30 NORTH CENTRAL AVENUE
SICKLERVILLE, NEW JERSEY 08081-0808
- Signatures:**
NOEL MUNOZ
INCORPORATOR

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)
CAPELA CONSTRUCTION INCORPORATED
0450342569



IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
23rd day of January, 2019

A handwritten signature in cursive script, appearing to read "Elizabeth Muher Muoio".

Elizabeth Muher Muoio
State Treasurer

Certificate Number: 41069837942
Verify this certificate online at

https://www1.state.nj.us/TYTR/Standings/ver/ASIP/Verify_Cert.asp

Attachment: Capela Construction Inc. (2022-216 : Awarding of a contract to Capela Construction for the Boardwalk Decking Project)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2020** to **15-JAN-2027**

CAPELA CONSTRUCTION, INC.
30 N. CENTRAL AVE.
SICKLERVILLE NJ 08081



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

CAPELA CONSTRUCTION INC.
EQUIPMENT LIST

QUANTITY	DESCRIPTION	YEAR	CONDITION
1	Backhoe- Volvo 60	2013	Like New
1	Excavator- Volvo EC160 BL	2017	New
1	Dumptruck- Hinu 35,000	2011	Used
2	Pick up Trucks- F150	2012 and 2017	Used, New
2	Utility Trailors	2020	New
1	Vibratory Hammer	2015	Like New
1	Chipper- Rayco	2011	Used
1	Bomag Compactor	2015	Like New
1	Bulldozer- John Deere D4	2010	Used
1	Backhoe-John Deere 310 SK	2018	New
1	Kubota B26	2021	New
1	Caterpillar D4 Dozer	2020	New
0	Ford F750 Dumptruck	2018	New

PROJECT NAME	OWNER	REFERENCE	PHONE NUMBER	TOTAL	YEAR COMPLETED
Construction of 3 Timber Bridges	Monmouth County Park Systems	Jim Mowzan (Engineer)	732-842-4000	\$111,000.00	2019
150' Monopole Installation and Site Work	Brick Township, NJ	Ted Wilkinson (Engineer)	856-940-9920	\$92,050.00	2019
New Tele Service Conduits to existing Building	Coits Neck Township, NJ	Joe Griffin (Engineer)	732-449-7633	\$24,700.00	2019
Lake Rivera-Rainbow Dam Culvert Replacement	Brick Township, NJ	Ted Wilkinson (Engineer)	856-940-9920	\$177,000.00	2019
Slip-Lining of Corrugated Storm Drainage Pipe	West Deptford Township	T&M Associates	732-671-6400	\$121,000.00	2019
Emergency Push Pit Repairs - Transfer Station	Mercer County	T&M Associates (Donald Newell)	856-722-6700	\$26,340.00	2019
Redwood Street Culvert Replacement	Gloucester Township	Dante Silvestro (Engineer)	856-685-9354	\$603,365.00	2020
Shrewsbury Riverfront Park Improvements	Borough of Sea Bright	Frank (Administrator)	732-740-7787	\$154,220.00	2020
Worthington Ave. Outfall Improvements	Borough of Spring Lake	Dave Howarth	732-922-9229	\$252,000.00	2020
Bells Lake Culvert Improvements	Township of Neptune	Garrett Graff	856-216-1890	\$80,000.00	2020
Joe Freda and First Responders Parks	Borough of Neptune	Matt Shaffai	732-213-1650	\$149,000.00	2020
Police Shooting Range	Toms River Township	Bob Chankalian	732-341-1000	\$192,200.00	2020
Winding River Park Bridge	Toms River Township	Bob Chankalian	732-341-1000	\$323,900.00	2020
Boston Ave. Bulkhead Improvements	Point Pleasant Beach	Chuck Applegate	732-573-0490	\$61,115.00	2021
Donalissa Drive Sheet Pile Bulkhead	Ocean Township	Greg Blash	732-922-9229	\$92,800.00	2021
Beach Way Outfall Improvements	Borough of Sea Bright	Greg Blash	732-922-9229	\$33,800.00	2021
Gloucester County Pedestrian Bridge	Gloucester County	Anthony Chadwell	856-795-9595	\$198,350.00	2021
Hopewell Valley Pedestrian Bridge	Mercer County	Jason Spicer	908-238-0544	\$292,000.00	2021
Dean Porter Pond Dredging	Borough of Rumson	John Freeman	732-389-0220	\$323,075.00	2021
Linwood Library Site Improvements	City of Linwood	CJ Kaenzig	609-646-2950	\$69,075.00	2021
Mercer Lake Bank Restoration	Mercer County Park	Matt Connors	908-238-0544	\$364,023.00	2021
Appaloosa Way Emergency Repair	Township of Washington	Andrew Yoder	856-795-9595	\$133,950.00	2021
Potts Mill Rd. Boardwalks and steambed erosion repair	Township of Florence	Nicholas Wimmer	856-242-2075	\$257,400.00	2021
Jackson Woods Park Improvements	City of Long Branch	Michael Goldstein	732-462-7400	\$313,796.00	2021
Pine Grove Lane Ravine Remediation	Township of Florence	Ted Wilkinson (Engineer)	856-940-9920	\$264,850.00	2021
Watson Crampton Trail Improvements	Township of Woodbridge	Phillip Buljaski	732-726-2335	\$367,078.00	2021
Buttonwood Storm Drainage	Borough of Stratford	Craig Reilly	856-546-8611	\$114,000.00	2022
Mallard Creek Erosion Repair	Township of Florence	Ted Wilkinson (Engineer)	856-940-9920	\$100,000.00	2022
Narraticon Lake Dam Repair	Borough of Swedesboro	Wayne Rhoorda	856-589-1400	\$299,500.00	2022

CONTRACTOR	PRICE PER SQUARE FOOT	TOTAL BID AMOUNT	RANKING & NOTES
Walters Marine Construction 414 Woodbine/Oceanview Road Oceanview, NJ 08230 dave@waltersmarineconstruction.com (609) 624 - 8702	\$27.00	\$1,910,250.00	9
Capela Construction, Inc. 20 Tranquility Court Southampton, NJ 08088 capelaconstructioninc@gmail.com (609) 535 - 5367	\$16.00	\$1,132,000.00	2
Reicon Group, LLC 1983 Richmond Terrace Staten Island, NY 10302 info@reicongroupllc.com (718) 816 - 8607	\$16.50	\$1,167,375.00	3
A-Tech Concrete Co. 11 Taylor Road Edison, NJ 08817 mamorim@atechconcrete.net (732) 248 - 1777	\$19.81	\$1,401,557.50	5
Scofield Marine Contractors & Engineers, LLC 2819 Fire Road Egg Harbor Township, NJ 08234 estimating@scofieldmarine.com (609) 624 - 9090 x207	\$18.16	\$1,284,820.00	4 ETHIC STATEMENT RECEIVED
Sidd & Associates, LLC 500 Route 33 Millstone, NJ 08831 jays@siddasso.com (732) 792 - 3700	\$31.33	\$2,216,597.50	10
J. E. Hannon Inc. T/A Bird Construction 105 Harbor Inn Road Bayville, NJ 08721 jim@birdconstructionco.com (732) 269 - 1333	\$21.22	\$1,551,512.50	8
SumCo Eco-Contracting 2 Centennial Drive - Suite 4D Peabody, MA 01960 estimating@sumcoeco.com (973) 744 - 1515	\$21.20	\$1,499,900.00	7
Cypreco Industries Inc 1420 9th Avenue P.O. Box 822 Neptune, NJ 07753 office @cyprecoindustriesinc.com (732) 775 - 3700	\$25.00	\$1,768,780.00	8
ADP Grouping 27 E 33rd Street Paterson, NJ 07514 mail@adpgrp.com (973) 689 - 0449	\$15.67	\$1,108,927.27	1 NO CONSENT OF SURETY MANDATORY CAUSE FOR DISQUALIFICATION
Ascend Construction Management, Inc. P.O. Box 525 Eatontown, NJ 07724 ascend95@aol.com (848) 456 - 4977	\$39.50	\$2,794,625.00	11



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-217

Awarding bid for supplying liquid sodium hypochlorite to the WWTP to Univar Solutions USA Inc. for 2022 and 2023.



RESOLUTION NO. 2022-217

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

RESOLUTION AWARDING BID FOR SUPPLYING LIQUID SODIUM HYPOCHLORITE TO THE WASTE WATER TREATMENT PLANT

WHEREAS, the City of Asbury Park duly advertised on Wednesday, March 30, 2022 for the receipt of bids for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant; and

WHEREAS, four (4) bids were received on Tuesday, April 19, 2022 and reviewed by the Director of Purchasing, City Attorney and other City Officials; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, it is the desire of the governing body to award a contract for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant for a period of two years to Univar Solutions USA Inc. with year one at fifty-six thousand seven hundred (\$56,700.00) and year two at sixty-three thousand (\$63,000.00); and

WHEREAS, there are sufficient funds in the Sewer Operating Budget to cover the cost of this contract for 2022 and 2023 and funds will be provided for in the future budget as needed.

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 that it hereby awards a contract to Univar Solutions USA Inc. for supplying liquid sodium hypochlorite to the Waste Water Treatment Plant for a period of two years.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the Director of Capital Projects and Public Facilities, Chief Sewerage Plant Operator, City Manager and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-217 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 11th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

Univar USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067-3700
USA

T 215-428-6990
F 215-337-6290
www.univar.com/us



April 19, 2022

Qualified Purchasing Agent
ATTN: Tracy Lizardi
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

RE: "BID Supplying Liquid Sodium Hypochlorite to the Wastewater Treatment Plant"

To Whom It May Concern:

Univar Solutions USA Inc. is pleased to provide pricing for the above RFQ, due Tuesday, April 19, 2022 at 11:00AM, and has done so on the attached required paperwork. COA's are representative of the material we supply.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request. Please send bid tabulations to the email address below.

Thank you,

Vicki Meakim

Municipal Specialist, Eastern Region
Univar USA Inc.
200 Dean Sievers Pl
Morrisville, PA 19067
215-337-5403
muniteam-east@univarusa.com
Victoria.meakim@univar.com

www.univar.com/us

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Attachment: UNIVAR SOLUTIONS (2022-217 : Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant)



CERTIFICATE OF CORPORATE SECRETARY

I, Julie Halperin, hereby certify that:

1. I am the duly elected, qualified and acting Corporate Assistant Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products upto\$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday- Municipal Specialist

Jennifer Perras - Municipal Specialist

Shelley Riggle - Municipal Specialist

Stacy Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero - Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this 25th day of February 2022.

DocuSigned by:

 5340535BDABA4E4...
 Julie Halperin, Corporate Assistant Secretary

State of Illinois)

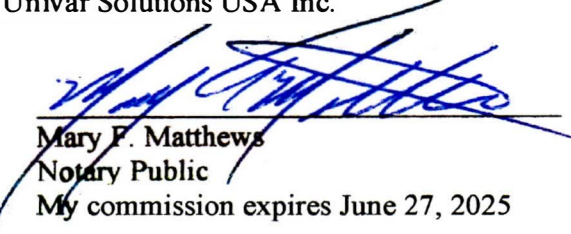
)

County of DuPage)

This Certificate of Secretary was signed and sworn to before me on this 25th day of February 2022 by Julie Halperin, Corporate Assistant Secretary of Univar Solutions USA Inc.

Seal




 Mary F. Matthews
 Notary Public

My commission expires June 27, 2025

Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067



T 717-944-7471
F 717-944-1801

www.univarsolutions.com/us

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (EST)

In case of an emergency during non-business hours: 800-465-8721

After-hours emergency: Michael Marron (District Operations Manager) (732) 953-3921
Mike Comerford (Branch Operations Manager)
mike.comerford@univarsolutions.com
Glenn McClister (Branch Operations Manager MiniBulk) (215) 428-5532
Willie Clark Jr. (Branch Operations Supervisor) (215) 669-2816

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (877) 561-6990
Office Fax: (877) 310-2155

Customer Service- custsvc-morris@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar Solutions USA Inc.
Attn: Victoria Meakim
200 Dean Sievers Place
Morrisville, PA 19067

Contacts: muniteam-east@univarsolutions.com

Victoria Meakim
Municipal Specialist
Phone: (215)337-5403
Fax: (215) 337-6290
victoria.meakim@univarsolutions.com

Remittance Address:

Univar USA Inc.
PO Box 409692

Standard Payment Terms:

Net 30 days



STATEMENT OF ETHICS VIOLATIONS

Univar Solutions USA, Inc. does not have any ethics violation pending or active against it in the States of New Jersey and Illinois.

Victoria Meakim
Municipal Specialist

A handwritten signature in blue ink that reads 'Victoria Meakim'. The signature is written in a cursive style and is positioned above a horizontal line.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2020** to **15-AUG-2023**

UNIVAR SOLUTIONS
3075 HIGH PARKWAY #200
DOWNERS GROVE IL 60515



A handwritten signature in dark ink, appearing to read "Elizabeth Maher Muoio", is written over the printed name.

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: UNIVAR USA INC.

Trade Name:

Address: 17411 NE UNION HILL RD
REDMOND, WA 98052

Certificate Number: 0095720

Effective Date: October 20, 1986

Date of Issuance: October 24, 2019

For Office Use Only:
20191024210707114



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy · Lt. Governor Sheila Oliver

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Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form_sfBE2021 Univar Solutions USA Inc 03-10-2022.pdf

Confirmation number : 20213036305

Business Entity Name : Univar Solutions USA Inc.

Filing Year : 2021

The information was received on : 03/10/2022

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be **rejected**. If you have any questions or concern, refer back to the detailed instructions on the download page.



Print this page for your records.

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BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
 (609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)
THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.nj.gov

FORM BE

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement 03/10/2022 Activity for Calendar Year 2021 ☐ Check if Amendment

Part 2: Business Entity Information

Business Name Univar Solutions USA Inc

Business Type Other Business Organization

Address 1 3075 Highland Pkwy

Address 2 Suite 200

City Downers Grove State IL Zip 60515

*(Area Code) Telephone Number 331-777-6000

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Victoria Last Name Meakim

Title/Position Municipal Specialist Date 03/10/2022

*(Area Code) Telephone Number 267-397-4074

☒ Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville PA 19067

T 215 428-6990
F 215 337-6290
www.univasolutions.com



Ownership

Univar Solutions USA Inc.

Univar Solutions Inc.
3075 Highland Pkwy., Suite 200
Downers Grove, IL 60515-5560

Univar Solutions USA Inc. is an indirect wholly-owned subsidiary of Univar Solutions Inc. Univar Solutions Inc. is publicly traded on the NYSE (UNVR).

Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067-3700
USA

T 215-428-6990
F 215-337-6290
www.univar.com/us



Ownership Disclosure Certification

Name of Business: Univar Solutions USA Inc.

- I certify that the list below contains the names and home addresses of all shareholders holding 5% or more of any ownership interest of the undersigned.
- Univar Solutions Inc. is a Delaware corporation.
- Univar Solutions USA Inc. is an indirect wholly owned subsidiary Univar Solutions Inc. is publicly traded on the New York Stock Exchange (NYSE) under the ticket symbol UNVR.

Shareholders:

Univar Solutions Inc.
3075 Highland Parkway
Suite 200
Downer's Grove, IL 60515-5560

Subscribed and sworn before

Shelley Sue Riggle
Notary Public

08-18-2023
My Commission Expires



Victoria Meakim

Affiant

Victoria Meakim, Municipal Specialist
Printed Name and Title

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Univar Solutions USA Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3075 Highland Parkway, Suite 200

6 City, state, and ZIP code

Downers Grove, IL 60515-5560

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

9 1 - 1 3 4 7 9 3 5

or

Employer identification number

9 1 - 1 3 4 7 9 3 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

C. Forth

Date ►

1/25/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
INSURED Univar Solutions USA Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE American Insurance Company	22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Fire Underwriters Insurance Co.	20702
		INSURER D: Illinois Union Insurance Company	27960
		INSURER E:	
		INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 570087460058

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			XSLG72479634 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE	\$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$3,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25547998 Commercial Auto	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION			XCEG27380566008 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC67821464 AOS WLRC67821427 MA	06/01/2021	06/01/2022	☒ PER STATUTE ☐ OTHER	
A			N/A		06/01/2021	06/01/2022	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER
CANCELLATION

Univar Solutions, Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570087460058			
CARRIER See Certificate Number: 570087460058	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H25548036 Truckers Liability	06/01/2021	06/01/2022	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
C		N/A		SCFC67821506 WI	06/01/2021	06/01/2022		
A		N/A		WCUC67821385 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2021	06/01/2022		



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilwoman

Yvonne Clayton, City Councilwoman

Jesse Kendle, City Councilman

Donna M. Vieira, City Manager

**BID SPECIFICATIONS
FOR
SUPPLYING LIQUID SODIUM HYPOCHLORITE TO THE WASTE
WATER TREATMENT PLANT**

**ISSUE DATE: March 30, 2022
DUE DATE: April 19, 2022 11:00 AM**

**ISSUED BY:
CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

Attachment: UNIVAR SOLUTIONS (2022-217 : Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant)

FORM OF BID PROPOSAL**SUPPLYING LIQUID SODIUM HYPOCHLORITE****TO THE WASTE WATER TREATMENT PLANT**

SUBMITTED BY:

Univar Solutions USA Inc

(Bidder's Name)

we are working remotely please email or mail to 68 Shelbourne Rd Richboro PA 18954

200 Dean Sievers Place Morrisville PA 19067

(Address)

215-337-5403

(Phone Number)

877-310-2155

(Fax Number)

victoria.meakim@univarsolutions.com

(Email Address)

TO THE:

CITY OF ASBURY PARK

(Owner's Name)

ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

(City, County & State)

04/19/2022

(Date Submitted)

BID PROPOSAL
**SUPPLYING LIQUID SODIUM HYPOCHLORITE
 TO THE WASTE WATER TREATMENT PLANT**

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
YEAR 1	SUPPLY AND DELIVERY OF 15% SOLUTION, LIQUID SODIUM HYPOCHLORITE	42,000	GALLONS	\$ 1.35	\$ 56,700.00
WRITE UNIT PRICE BID:		<u>One dollar and thirty five cents per gallon</u>			

Delivery in 3 - 5 business days.

YEAR 2	SUPPLY AND DELIVERY OF 15% SOLUTION, LIQUID SODIUM HYPOCHLORITE	42,000	GALLONS	\$ 1.50	\$ 63,000.00
WRITE UNIT PRICE BID:		<u>One dollar and fifty cents per gallon</u>			

Delivery in 3 - 5 business days.

The City reserves the right to award YEAR 1 to the lowest responsible bidder for that item specifically and YEAR 2 to the lowest responsible bidder for that item specifically; whichever best serves the City's operating needs. The possibility exists for two separate contracts to be awarded separately from each other dependent upon the outcome of the bids submitted. The City shall also reserve the right to award any or no contracts dependent upon the outcome of the bids submitted.

YEAR One (1) shall commence April 27, 2022 through December 31, 2022.

YEAR Two (2) shall commence January 1, 2023 through December 31, 2023.

Bidders must show Unit and Total Prices in ink or typewritten, both in words and in figures.

Bidders must submit a unit price for and be able to furnish and deliver all line items listed.

Bids with either year option left blank will not be accepted.

Instruction to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. Please See Attachment II.
- B. Sealed bids will be received by the designated representative on Tuesday, April 19, 2022 at the time of 11:00 AM in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. Please include one hard copy of the proposal and a digital copy on a media (CDR, DVDRWE, flash drive, etc.) of bidder’s choice, which will not be returned. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. The City strongly encourages bids to be submitted via certified mail or overnight delivery, which not only avoids the need for hand delivery but also confirms deliver date.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, managing member, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder’s submitted bid.

C. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner’s representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner’s interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from tracy.lizardi@cityofasburypark.com. It is recommended that bidders include this address in the recipient email’s contact list to ensure it is not routed to a junk email folder.

(Please see Attachment III.)

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

IV. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverages.

A. INSURANCE REQUIREMENTS

☐ 1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

☐ 2. General Liability Insurance

Combined Single Limit Liability – Occurrence Form

\$1,000,000.00 Each Occurrence Limit

\$2,000,000.00 Aggregate Limit

☐ 3. Automotive Liability Insurance - \$1,000,000.00 Combined single limit.

☐ 4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent, intention or other, acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

V. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and General Service Contracts

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

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

Please see Attachment IV

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1.

Please see Attachment V

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

Please see Attachment VI

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid, as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

Please see Attachment VII

E. All respondents also must provide a statement on letterhead if they have any ethics violation pending or active against them. If there are “none”, then the letter must reflect that

F. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Asbury Park is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Please see Attachment VIII

G. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

Please see Attachment IX

H. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A.40A:11-18.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☒ I. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

☐ J. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey

Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

☐ K. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

☒ L. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

Please see Attachment X

VII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

VIII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids may be rejected for any of the reasons set forth in N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. If multiple bids from an agent representing competing bidders are submitted;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case, at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill (or shall threaten to fail to fulfill) in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, or if the contractor shall otherwise commit any breach or anticipatory breach of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience and without cause by providing 60-calendar days advanced notice to the contractor.

I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

L. The contractor shall not be permitted to increase its bid price for the product(s) being supplied to the owner during the term of the contract, notwithstanding any increase (whether anticipated or unanticipated) in costs charged to the contractor by its suppliers or others. As such, the contractor shall take this prohibition into consideration when submitting its bid price.

X. PAYMENT

A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.

C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is

authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

XI. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:

1. Not use or disclose protected health information other than as permitted or required by law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

ATTACHMENT I

Bid Document Checklist

City of Asbury Park

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Bid Proposal Form, Including Pricing Sheet	VAM
☒	Acknowledgment of Receipt of Addenda	VAM
☒	Mandatory Affirmative Action Language	VAM
☒	New Jersey Anti-Discrimination	VAM
☒	Americans with Disabilities Act of 1990 Language	VAM
☒	Stockholder Disclosure Certification Statement of Ownership	VAM
☒	Proof of Business Registration	VAM
☒	Disclosure of Investment Activities in Iran	VAM
☒	Non-Collusion Affidavit	VAM
☒	NJ Worker and Community Right to Know Act	VAM
☒	W-9 Form	VAM
☒	Ethics Statement, on Business Letterhead	VAM

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

ATTACHMENT II

Notice to Bidders

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the City of Asbury Park, Monmouth County, New Jersey for **“Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant”** to be opened and read in public at the City Hall Council Chambers, One Municipal Plaza, Asbury Park, New Jersey on **Tuesday, April 19, 2022, at 11:00 AM** prevailing time.

The scope of this bid includes the furnishing and delivery of up to 42,000 gallons of 15% Sodium Hypochlorite Solution. The contract shall have a base duration of one year and shall carry an option to renew for a second year, at the City’s discretion. A steady supply will be ordered periodically as needed. The minimum and maximum volumes to be supplied at one time are 2,000 gallons and 3,500 gallons, respectively, though the City typically places orders for 2,500 gallons periodically. **Bidders must not bid unless they are certain that they are able to deliver said materials immediately upon notification of contract award by the City.**

Bid specifications for the proposed work are available at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, and may be inspected by prospective bidders during the business hours of 10 AM – 4 PM and online at: www.cityofasburypark.com/bids. Bidders will be furnished with a copy of the Contract Specifications by request upon proper notice at no charge.

Please include one hard copy of the proposal and a digital copy on a media (CDR, DVDRWE, flash drive, etc.) of bidder’s choice, which will not be returned and a sample contract. Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and the name of the work on the outside addressed to:

Qualified Purchasing Agent
ATTN: Tracy Lizardi
One Municipal Plaza
Asbury Park, N.J. 07712

Bids for this Contract will be accepted only from bidders who have properly qualified in accordance with the requirements of the Contract Documents. Bids must be submitted as outlined in the contract specifications. The award of the Contract for this work will be made pursuant to the respective Local Public Contract Law Provisions outlined in N.J.S.A. 40A:11-1 et seq.

The right is also reserved to reject any and all proposals or to waive any informality where such informality is not detrimental to the best interest of the City of Asbury Park.

Tracy Lizardi
Qualified Purchasing Agent

Publication Date:
Wednesday, March 30, 2022

ATTACHMENT III

Acknowledgement of Receipt of Addenda

Attachment: UNIVAR SOLUTIONS (2022-217 : Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant)

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☒

Acknowledged for: Univar Solutions USA Inc
(Name of Bidder)

By: Victoria Meakim
(Signature of Authorized Representative)

Name of above: Victoria Meakim
(Print or Type)

Title: Municipal Specialist

Date: 04/15/2022

ATTACHMENT IV

Affirmative Action Compliance

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the

statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

COMPANY: Univar Solutions USA Inc

SIGNATURE: Victoria Meakim

PRINT NAME: Victoria Meakim

TITLE: Municipal Specialist

DATE: 04/15/2022

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Univar Solutions USA Inc

SIGNATURE: Victoria Meakim

PRINT NAME: Victoria Meakim

TITLE: Municipal Specialist

DATE: 04/15/2022

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

COMPANY: Univar Solutions USA Inc

SIGNATURE: Victoria Meakim

PRINT NAME: Victoria Meakim

TITLE: Municipal Specialist

DATE: 04/15/2022

ATTACHMENT VI

Americans with Disabilities Act of 1990

Attachment: UNIVAR SOLUTIONS (2022-217 : Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant)

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

COMPANY: Univar Solutions USA Inc

SIGNATURE: Victoria Meakim

PRINT NAME: Victoria Meakim

TITLE: Municipal Specialist

DATE: 04/15/2022

ATTACHMENT VII

Stockholders Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Univar Solutions USA Inc

- ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •
- OR**
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| ☐ Partnership | ☒ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

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

*** SEE ATTACHED ***

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Subscribed and sworn before me this 15th day of
April, 2022

(Notary Public) Shelley Sue Riggle

My Commission expires: 08/18/2023

Victoria Meakim

(Affiant)

Victoria Meakim, Municipal Specialist

(Print name & title of affiant)

(Corporate Seal)



Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville PA 19067

T 215 428-6990
F 215 337-6290
www.univasolutions.com



Ownership

Univar Solutions USA Inc.

Univar Solutions Inc.
3075 Highland Pkwy., Suite 200
Downers Grove, IL 60515-5560

Univar Solutions USA Inc. is an indirect wholly-owned subsidiary of Univar Solutions Inc. Univar Solutions Inc. is publicly traded on the NYSE (UNVR).

Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067-3700
USA

T 215-428-6990
F 215-337-6290
www.univar.com/us



Ownership Disclosure Certification

Name of Business: Univar Solutions USA Inc.

- I certify that the list below contains the names and home addresses of all shareholders holding 5% or more of any ownership interest of the undersigned.
- Univar Solutions Inc. is a Delaware corporation.
- Univar Solutions USA Inc. is an indirect wholly owned subsidiary Univar Solutions Inc. is publicly traded on the New York Stock Exchange (NYSE) under the ticket symbol UNVR.

Shareholders:

Univar Solutions Inc.
3075 Highland Parkway
Suite 200
Downer's Grove, IL 60515-5560

Subscribed and sworn before

Shelley Sue Riggle
Notary Public

08-18-2023
My Commission Expires



Victoria Meakim

Affiant

Victoria Meakim, Municipal Specialist
Printed Name and Title

ATTACHMENT VIII

Proof of Business Registration



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

3.D.3.a

Taxpayer Name: UNIVAR USA INC.

Trade Name:

Address: 17411 NE UNION HILL RD
REDMOND, WA 98052

Certificate Number: 0095720

Effective Date: October 20, 1986

Date of Issuance: October 24, 2019

For Office Use Only:
20191024210707114

Attachment: UNIVAR SOLUTIONS (2022-217 :

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
 TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

John S. Tully
 Acting Director

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

 **STATE OF NEW JERSEY**
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
 TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
 20041014112823533

ATTACHMENT IX

Disclosure of Investment Activities in Iran

Disclosure of Investment Activities in Iran

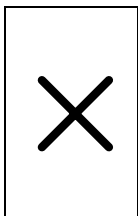
Bidder Name: Univar Solutions USA Inc

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

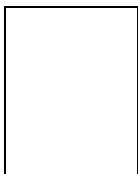
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates,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

CHECK THE APPROPRIATE BOX:



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

OR



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

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

Full Name (Print): Victoria Meakim

Title: Municipal Specialist

Signature: *Victoria Meakim*

Date: 04/15/2022

ATTACHMENT X

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Pennsylvania
 County of Bucks

SS:

I, Victoria Meakim residing in Northampton Township
(name of affiant) (name of municipality)
 in the County of Bucks and State of Pennsylvania of
 full age, being duly sworn according to law on my oath depose and say that:

I am Municipal Specialist of the firm of Univar Solutions USA Inc
(Title or position) (Name of firm)

the bidder making this Proposal for the bid
SUPPLYING LIQUID SODIUM HYPOCHLORITE
 entitled TO THE WASTE WATER TREATMENT PLANT, and that I executed the said proposal with
(Title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Asbury Park
(Name of contracting unit) relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Victoria Meakim

Signature

April 15, 2022

Victoria Meakim, Municipal Specialist
 (Type or print name of affiant under signature)

Shelley Sue Riggle
 Notary public of Butler County Ohio

My Commission expires 08/18/2023

(Seal)



Attachment XI

W9 Form

Attachment: UNIVAR SOLUTIONS (2022-217 : Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant)

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Univar Solutions USA Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3075 Highland Parkway, Suite 200

6 City, state, and ZIP code

Downers Grove, IL 60515-5560

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

9 1 - 1 3 4 7 9 3 5

or

Employer identification number

9 1 - 1 3 4 7 9 3 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

C. Forchuck

Date ►

1/25/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form <b style="font-size: 1.5em;">W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																																								
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	2 Business name/disregarded entity name, if different from above																																																																									
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Cat. No. 10231X Form W-9 (Rev. 10-2018)																																																																										

Attachment XII

Technical Specifications

Specifications

1. Under each respective item in the bid proposal, the Contractor shall furnish all labor, equipment and materials to properly supply, over each twelve (12) month contract period, an estimated 42,000 gallons of 15% (trade percentage), Liquid Sodium Hypochlorite to the Waste Water Treatment Plant.
2. The Material to be supplied under this contract shall be 15% (trade percentage), Liquid Sodium Hypochlorite containing not more than 0.15 percent insoluble mater by weight; meeting the American water Works Association Standard B501-03.
3. Year one (1) shall commence on April 27, 2022 through December 31, 2022. Year two (2) shall commence on January 1, 2023 through December 31, 2023.
4. The Contractor shall provide to the City, upon contract execution, Material Safety Data Sheets and other forms and information necessary and appropriate to meet the City's obligations for posting and notification regarding the Liquid Sodium Hypochlorite.
5. The Chief Operator of the Facility, or other representative of the City, will order the delivery of a quantity of Hypochlorite periodically during the contract period. The quantity ordered each time will be a minimum of 2,000 gallons, but will typically be 2,500 gallons, never to exceed 3,500 gallons in any one load. The City may order the greater or lesser quantity at any time as required. The total quantity ordered during the contract period may vary from that indicted and the City may elect to order most or all of the deliveries in either the greater or lesser quantity.
6. The Hypochlorite shall be delivered by tank truck. The delivery truck shall comply with all Federal and State requirements for transporting and delivering the solution. The entrance to the Facility is located on Ocean Avenue, south of Deal Lake Drive.
7. Delivery shall be made by connections at the Truck Delivery Panel. It is the Contractor's responsibility, prior to the bid, to determine the conditions at the delivery point and to provide the equipment necessary for delivery, including access and connection to the Truck Delivery Panel.
8. The Contractor shall connect and discharge only with the approval of the Facility staff and shall stop or interrupt discharge immediately when so directed by the Facility staff. Prior to disconnecting the delivery hoses, the Contractor shall blow air through the pipelines to the storage tanks to remove all solution from the lines. The Contractor shall be responsible for cleaning up all spills at the delivery connections point.
9. Delivery of the ordered quantity shall be made and completed between the hours of 7:30 AM and 2:30 PM, local time, Monday through Friday, except Holidays. ~~Delivery to the Facility shall be completed within forty eight (48) hours of telephone notice by the City except that the delivery time may be extended twenty four (24) hours for each Saturday, Sunday or Holiday within the prescribed delivery period.~~ The Contractor shall provide, at contract execution, a telephone number that the City can use to contact the Contractor between 9 AM and 4 PM, local time, Monday through Friday, to order delivery of Hypochlorite. **Delivery in 3 - 5 business days.**
10. With each delivery, the Contractor shall furnish a delivery slip certifying to the following: truck tare weight, truck full weight, net weight, trade percentage, specific gravity of the Hypochlorite and total gallons of Hypochlorite. This shall be used to determine the Delivered Volume.

11. The Contractor shall furnish proof of state certification of the weigh scale used for determining the reported weights. The City may, at its option, inspect the loading and weighing facilities and the Contractor shall make necessary provisions for such inspection. The City reserves the right to require the truck to be reweighed at the State-Certified truck weigh scale nearest the Facility before and/or after delivery of the Hypochlorite. The City also reserves the right to: analyze the Hypochlorite using the method indicated in Section 4.3 of AWWA Standard B501-03; and to determine the specific gravity by measurement at the facility.
12. The unit price bid shall cover all costs of furnishing all labor, equipment and materials and all else necessary and incidental to properly supply the required Hypochlorite. Payment for delivery of the Hypochlorite will be made for the quantity, in gallons, at the unit price bid, per the appropriate bid items in the bid proposal, for all volumes delivered each pay period as verified by the accumulated delivery ticket in each respective pay period.
13. The total price bid for each year is obtained by multiplying the estimated quantity by its written Unit Price for that specific year. In the case of a conflict between the unit price bid numerically and the unit price bid written in figures, the latter shall govern in calculating the total price bid.
14. The total of the bid is based upon the approximate estimate given and the unit price bid. The estimate is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening. The City reserves the right to increase or decrease the total estimate quantities for each year bid as needed. No separate adjustments will be made to the Unit Price bid in either instance for either year, both before or after the contracted period has begun.
15. The successful bidder shall bear any loss associated with their negligence during the performance of this contract.
16. No separate additional payments shall be made at any time for fuel price index increases during this contract.
17. Delivery must be F.O.B.
18. All bidders must provide a statement on letterhead if they have any ethics violations pending or active against the. If there are "none", then the letter must reflect that.
19. The successful bidder must indemnify and hold the City, its agents and employees, harmless from any loss or at occasioned by the acts or omissions of the successful bidder and employees or agents of the successful bidder.
20. The successful bidder shall not be permitted to increase its bid price for the product(s) being supplied to the owner during the term of the contract, notwithstanding any increase (whether anticipated or unanticipated) in costs charged to the successful bidder by its suppliers or others. As such, the bidder shall take this prohibition into consideration when submitting its bid price.

Sales Specification

1 5% Sodium Hypochlorite-Trade

Component		Specification	
		Min	Max
Available Cl ₂	g/l	150	152
Available Cl ₂ (Trade %)	vol%	15.0	15.2
Clarity		Free of particulate matter >100 microns	
Heavy Metals	ppm	0	1
NaOCl	vol%	15.73	15.97
NaOH	g/l	0.5	4
pH		11.5	14
Sodium Carbonate- Na ₂ CO ₃	g/l	0.4	1.5

- ✓ Product meets latest American Water Works Association B300 Standard.
- ✓ Product is compliant with the EPA, California and Massachusetts perchlorate requirements specified in NSF/ANSI 60.
- ✓ Product is compliant with Canadian Drinking Water Treatment Chemicals.
 - o www.ul.com (online certifications directory)

Safety Data Sheet

SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : SODIUM HYPOCHLORITE 10-16%

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.

Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:
Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin corrosion : Category 1A

Serious eye damage : Category 1

Corrosive to metals : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H314 Causes severe skin burns and eye damage.
H290 May be corrosive to metals.

Precautionary statements : **Prevention:**
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Remove/ Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/ physician.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with

Safety Data Sheet

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water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.

P363 Wash contaminated clothing before reuse.

Storage:

P405 Store locked up.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
7681-52-9	Sodium hypochlorite	10 - 20
1310-73-2	Sodium hydroxide	0 - 5

Any Concentration shown as a range is due to batch variation.

SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.
- If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.
- In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
- If swallowed : Clean mouth with water and drink afterwards plenty of water.

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Keep respiratory tract clear.
Do NOT induce vomiting.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|--|
| Suitable extinguishing media | : Use an extinguishing media appropriate for surrounding fire. |
| Unsuitable extinguishing media | : High volume water jet |
| | High volume water jet |
| Specific hazards during fire-fighting | : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : Chlorine compounds |
| Specific extinguishing methods | : Use water spray to cool unopened containers. |
| Further information | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | : Wear self-contained breathing apparatus for firefighting if necessary. |

SECTION 6. ACCIDENTAL RELEASE MEASURES

- | | |
|---|---|
| Personal precautions, protective equipment and emergency procedures | : Use personal protective equipment. |
| Environmental precautions | : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods and materials for containment and cleaning up | : Neutralise with acid.
Soak up with inert absorbent material (e.g. sand, silica gel, |

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SODIUM HYPOCHLORITE 10-16%

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acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7681-52-9	Sodium hypochlorite	STEL	2 mg/m3	US WEEL
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0

Personal protective equipment

- Respiratory protection : No personal respiratory protective equipment normally required.
In the case of vapour formation use a respirator with an approved filter.

Hand protection

- Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

- Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing

Safety Data Sheet

SODIUM HYPOCHLORITE 10-16%

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	problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: clear, yellow, green
Odour	: Chlorine
Odour Threshold	: No data available
pH	: 11.5 - 13 @ 25 °C (77 °F)
Freezing Point (Melting point/freezing point)	: -20 - -15 °C (-4 - 5 °F)
Boiling Point (Boiling point/boiling range)	: > 40 °C (> 104 °F) Decomposition
Flash point	: Not applicable
Evaporation rate	: < 1 (Butyl Acetate = 1)
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: 12.1 mmHg @ 20 °C (68 °F)
Relative vapour density	: No data available
Relative density	: 1.17 @ 20 °C (68 °F) Reference substance: (water = 1)
Density	: No data available
Solubility(ies) Water solubility	: completely soluble
Solubility in other solvents	: No data available
Partition coefficient: n-	: No data available

Safety Data Sheet

SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

octanol/water

Auto-ignition temperature : No data available

Thermal decomposition : > 40 °C

SECTION 10. STABILITY AND REACTIVITY

Reactivity : Risk of violent reaction.

No decomposition if stored and applied as directed.

Chemical stability : No decomposition if stored and applied as directed.

Possibility of hazardous reactions : Reacts with organic materials and may cause ignition of finely divided materials on contact.
Exothermic reaction with strong acids.

No decomposition if stored and applied as directed.

Conditions to avoid : Heat, flames and sparks.

Exposure to light.
Exposure to sunlight.
Exposure to moisture
Heat

No data available

Incompatible materials : Organic materials
Strong acids
Strong oxidizing agents
Ammonia
Metals
Amines
Ethyleneimine
nitrogen
Reducing agents
Acids
Combustible material
Halogenated compounds
Metals
metal salts
Organic materials
organic nitro compounds
Zinc

Hazardous decomposition products : Chlorine
hydrogen chloride
Oxygen

Safety Data Sheet**SODIUM HYPOCHLORITE 10-16%**

Version 1.7

Revision Date: 03/25/2020

SECTION 11. TOXICOLOGICAL INFORMATION**Acute toxicity****Product:**

Acute oral toxicity : Acute toxicity estimate: > 5,000 mg/kg

Skin corrosion/irritation**Product:**

Result: Causes severe burns.

Remarks: Extremely corrosive and destructive to tissue.

Components:**7681-52-9:**

Species: Rabbit

Result: Causes burns.

1310-73-2:

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Product:**

Remarks: Risk of serious damage to eyes.

Remarks: May cause irreversible eye damage.

Components:**7681-52-9:**

Species: Rabbit

Result: Risk of serious damage to eyes.

1310-73-2:

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen

Safety Data Sheet

SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

by NTP.

ACGIH

No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

STOT - single exposure

Components:

7681-52-9:

Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information

Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Components:

7681-52-9:

Toxicity to fish	:	LC50 (Salmo gairdneri (Rainbow Fish)): 0.06 mg/l
		Exposure time: 96 h
		Test Type: flow-through test
		LC50 (Pimephales promelas (fathead minnow)): 5.9 mg/l
		Exposure time: 96 h
		Test Type: static test
Toxicity to daphnia and other aquatic invertebrates	:	EC50 (Daphnia magna (Water flea)): 0.141 mg/l
		Exposure time: 48 h
		Test Type: flow-through test
		EC50 (Ceriodaphnia dubia): 0.035 mg/l
		Exposure time: 48 h
		Test Type: flow-through test
Toxicity to algae	:	IC50: 0.023 mg/l
		Exposure time: 7 d
		Test Type: flow-through test
M-Factor (Acute aquatic toxicity)	:	10
Acute aquatic toxicity- Assessment	:	Very toxic to aquatic life.
Chronic aquatic toxicity- Assessment	:	Toxic to aquatic life with long lasting effects.

Safety Data Sheet

SODIUM HYPOCHLORITE 10-16%

Version 1.7

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assessment

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Toxic to aquatic life with long lasting effects.

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-909-4897

The product should not be allowed to enter drains, water courses or the soil.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

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UN1791, Hypochlorite solutions, 8, III, Marine Pollutant (SODIUM HYPOCHLORITE)

IATA (International Air Transport Association):

UN1791, Hypochlorite solution, 8, III

IMDG (International Maritime Dangerous Goods):

UN1791, HYPOCHLORITE SOLUTION, 8, III, Marine Pollutant (SODIUM HYPOCHLORITE)

SECTION 15. REGULATORY INFORMATION

WHMIS Classification : E: Corrosive Material

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium hypochlorite	7681-52-9	100	500
Sodium hydroxide	1310-73-2	1000	20000

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Acute Health Hazard

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

7681-52-9 Sodium hypochlorite
1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

7681-52-9 Sodium hypochlorite
1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

US State Regulations

Massachusetts Right To Know

7681-52-9 Sodium hypochlorite 10 - 20 %

Safety Data Sheet

SODIUM HYPOCHLORITE 10-16%

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1310-73-2	Sodium hydroxide	5 - 10 %
Pennsylvania Right To Know		
7732-18-5	Water	90 - 100 %
7681-52-9	Sodium hypochlorite	10 - 20 %
1310-73-2	Sodium hydroxide	5 - 10 %
New Jersey Right To Know		
7732-18-5	Water	90 - 100 %
7681-52-9	Sodium hypochlorite	10 - 20 %
1310-73-2	Sodium hydroxide	5 - 10 %

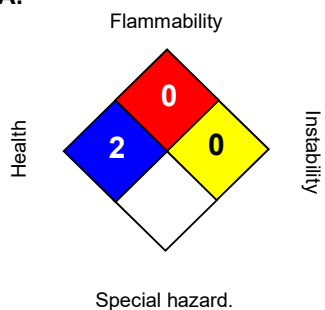
California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA	: On TSCA Inventory
DSL	: All components of this product are on the Canadian DSL
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: On the inventory, or in compliance with the inventory
ENCS	: Not in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	2
FLAMMABILITY	0
PHYSICAL HAZARD	0

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 =Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed

Safety Data Sheet

SODIUM HYPOCHLORITE 10-16%

Version 1.7

Revision Date: 03/25/2020

to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 03/25/2020

Legacy SDS: : R0004191

Material number:

16147687, 16144215, 16149245, 16150496, 16149504, 16145673, 16149243, 16136536, 16153596, 16156860, 16160599, 16160181, 16160290, 16147990, 16144046, 16145139, 16150462, 16149046, 16149516, 16148083, 16150461, 16135782, 16153735, 16135216, 16156005, 16151878, 16151769, 16151501, 16150223, 16149931, 16148522, 16148259, 16147092, 16145877, 16145876, 16141599, 16159170, 16147803, 16145874, 16142035, 16142469, 16141380, 16141858, 16141659, 16142556, 16140878, 16145134, 16145135, 16145136, 16141638, 16141449, 16141478, 16141742, 16140329, 16141509, 16141320, 16140572, 16140126, 16141988, 16140615, 16142137, 16142142, 16140640, 16142217, 16141980, 16140150, 16140525, 16141377, 16140611, 16141909, 16140514, 16142456, 16142437, 16141616, 16140660, 16140421, 16140436, 16142341, 16112157, 16099190, 746448, 653645, 16023856, 16023855, 560182, 161166, 146774, 132681, 167734, 20464, 20461, 573786, 554377, 160127, 160809, 115370, 98722, 674528, 116864, 501223

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit

Safety Data Sheet

SODIUM HYPOCHLORITE 10-16%

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IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

	BIDDER NAME					
	JCI Jones Chemical Inc 1765 Ringling Blvd Sarasota, FL 32436 summer@jcichem.com (941) 330-1537	Miracle Chemical Company 1151 B Highway 33 Farmingdale, NJ 07727 sales@miraclechemical.com (732) 938 -9110	Univar Solutions USA Inc 200 Dean Sievers Place Morrisville, PA 19067 victoria.meakim@univarsolutions.com (215) 337-5403	Kuehne Chemical Company inc 86 North Hackensack Ave Kearny, NJ 07032 bids@kuehnecompany.com (973) 589 - 0700		
YEAR 1 (4/27/22 - 12/31/22) Supply and Delivery of 15% Solution, Unit Price Bid Estimated Quantity - 42,000 Gallons	1.900	1.990	1.350	4.500		
YEAR 2 (1/1/23 - 12/31/23) Supply and Delivery of 15% Solution, Unit Price Bid Estimated Quantity - 42,000 Gallons	2.350	2.450	1.500	5.000		
NOTES:			Delivery in 3 - 5 business days			



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-218

Resolution authorizing a contract for the exterior preparation and painting of the beach bathrooms on 1st & 4th Ave and the 1st Ave beach badge office building totaling \$7,450.00 utilizing beach funds.



RESOLUTION NO. 2022-218

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

RESOLUTION AUTHORIZING A CONTRACT FOR THE PREPARATION AND PAINTING OF VARIOUS BEACH BATHROOMS THE BEACH BADGE OFFICE BUILDING

WHEREAS, the City has a need to paint various exterior beach bathrooms and the beach badge office building; and

WHEREAS, the City has solicited and obtained two quotes from C. Henry Painting and CertaPro Painters; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the preparation and painting of various beach bathrooms and the beach badge office building to C. Henry Painting in an amount of \$7,450.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 2-05-55-502-000-215. 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 exterior preparation and painting of various beach bathrooms and the beach badge office building in the amount of \$7,450.00 to C. Henry Painting and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-218 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 11th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

ESTIMATE

City of Asbury Park
 AP Boardwalk
 Asbury Park, NJ 07712

**C. Henry Painting**

P.O. Box 2438
 Ocean, NJ 07712
 Phone: (732) 615-7058
 Email: c.henrypaint@gmail.com

Estimate # 000794
 Date 04/25/2022
 Business / Tax # LICENSE #
 13VH10028800

Description	Total
First Ave - Bathroom # 1	\$1,650.00
Prep/Paint exterior sides of building and doors	
First Ave - Bathroom # 2	\$1,650.00
Prep/Paint exterior sides of building and doors	
First Ave - Beach Badge Building	\$1,650.00
Prep/Paint exterior sides of building and doors	
Fourth Ave - Bathroom # 1	\$1,250.00
Prep/Paint exterior sides of building and doors	
Fourth Ave - Bathroom # 2	\$1,250.00
Prep/Paint exterior sides of building and doors	
Subtotal	\$7,450.00
Total	\$7,450.00

Notes:

Quote does not include paint, labor only

Attachment: C. HENRY PAINTING QUOTE (2022-218 : Authorizing a contract for the exterior preparation and painting of various beach



Peter Thordson
68 White St, Suite 7-361
Red Bank, NJ 07701
(732) 747-8828

Estimate Saved
The estimate has been saved.

We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Shipping Container's

9 Main St
Asbury Park, NJ 07712
(732) 775-0900
danielpaczkowski@cityofasburypark.com

PREPARED BY

Elias Vasilakopoulos
Commercial Sales Associate
-
evasilakopoulos@certapro.com

CLIENT

Asbury Park DPW

9 Main St
Asbury Park, NJ 07712
(732) 456-4873
daniel.paczkowski@cityofasburypark.com

CLIENT CONTACTS

Dan Paczkowski
M: 732-456-4873
E:
danielpaczkowski@cityofasburypark.com

PRICING:

(5) Shipping Containers - (5) Shipping Containers	\$9,650.00
Subtotal:	\$9,650.00
Total:	\$9,650.00
Balance	\$9,650.00

GENERAL SCOPE OF WORK

Prep and Paint 5 Shipping Containers:

Cleaning – Pressure clean and remove oil, grease and loose foreign matter, including, mold mildew, dirt and corrosion products, in a manner which causes neither undue damage to the substrate nor damage to, or contamination of, the surroundings or the paint system to be applied;

Generally - Remove weld spatter, slag, burrs, or any other objectionable surface irregularities. Remove any rust and apply rust primer;

Finish - Ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters, or other discontinuities.

INCLUDES AND EXCLUDES

EXCLUDES:

PAINT AND PRIMER

SURFACE PREPARATION

STANDARD LEVEL OF PREP

Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:

- Wash or wipe down surfaces being painted.
 - Scrape and sand loose and peeling paint. Please Note** Scraping and sanding will not result in a smooth finish. There will be ups and downs where paint was removed.
 - Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained.
 - Window glazing if we are painting windows.
 - Putting, caulking, and wood filling as needed. We only caulk areas that were previously caulked and are missing or failing. We only remove caulking that is failing.
 - Masonry Patching where needed. Please Note** Masonry patching will not mimic the current texture of the masonry surface.
- This level of prep DOES NOT include (Unless specified otherwise in this proposal) the following:
- Wood replacement
 - Fixing imperfections that require feather sanding and bondo application.
 - Full recaulking if caulk is not failing or missing.
 - Resculpting trim and siding where damaged.
 - Stripping existing surface coating.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
(5) Shipping Containers - (5) Shipping Containers			
Steel - Spray and Back roll	SuperPaint-Acrylic Latex-Flat	2 / 0	TBD
Door(s)	Duration-Acrylic Latex-Gloss	1 / 0	TBD
Wash			

NOTES

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

- Meet with you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you daily to inform you of what has been completed, what will be done tomorrow and any possible issues.
- And finally, have you do a final inspection with us to make sure that you are completely satisfied with the completed project.

ADDITIONAL NOTES

PICKING YOUR COLORS

To pick your colors, please go to the nearest Sherwin Williams paint store. We will need to color name, color number, and sheen that you would like us to use. Color choices should be given to CertaPro no later than 2 days before your projects start date to avoid delays.

ROTTING WOOD

If rotted wood is identified during the painting project, you will be notified. It is not always possible to identify rotting wood during the estimating process. If you wish for CertaPro to repair any rotted wood that isn't specifically priced out in the proposal, it will be charged at an additional charge of \$90 per man hour plus materials.

3rd COAT OF PAINT:

There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.

PAYMENT METHODS:

We accept checks and credit cards. The credit cards we accept are Visa, MasterCard and American Express. If paying by credit card there will be an additional 4% fee to cover the fees charged to us by the credit card company. **Estimate Saved**
 If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project. If paying by credit card please contact our office at 732-747-8828. The estimate has been saved.

PAYMENT TERMS:

A deposit may be requested to cover material costs approximately 20% due by the start of the project. The balance or payment in full is due upon completion of the project.

SIGNATURES

CertaPro Painters Authorized Signature _____ Date _____

Authorized Client Signature _____ Date _____

Authorized Client Representative Name & Title _____

Client _____

PAYMENT DETAILS

Payment is due: In full upon job completion

Attorneys' Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and expert witnesses, which shall include, without limitation, all fees, costs and expenses of appeals.

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT OF THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER

OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **Peter Thronsdon**

Estimate Saved

The estimate has been saved.

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE: 5/4/22

DESCRIPTION of Purchase:

Paint Beach Bathroom Shipping Container Exteriors

REASON for Purchase

Re-paint / Maintenance

AMOUNT: \$7450.00

VENDOR'S NAME AND ADDRESS: C. Henry Painting
P.O. Box 2438 Ocean, NJ, 07712

REMARKS:

2nd quote attached

REQUESTED BY: Dan / Robert B.

DPW DIRECTOR'S APPROVAL _____

Attachment: C. HENRY PAINTING QUOTE (2022-218 : Authorizing a contract for the exterior preparation and painting of various beach



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-219

Resolution awarding a contract to JC Contracting, Inc. for emergency traffic signal repairs needed at Asbury & Ridge Ave from an auto accident totaling \$11,650.12 utilizing Transportation funds. A claim has been submitted to PMA for reimbursement.



RESOLUTION NO. 2022-219

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

RESOLUTION AWARDING A CONTRACT TO JC CONTRACTING, INC. FOR EMERGENCY TRAFFIC SIGNAL REPAIRS NEEDED AT ASBURY & RIDGE AVENUE

WHEREAS, on April 19, 2022 an accident occurred at Asbury Avenue & Ridge Avenue resulting in damage to the traffic light and police cameras; and

WHEREAS, the City submitted claim #L-00-37-58737 to PMA Management Corp. for reimbursement; and

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the repairs at Asbury Avenue & Ridge 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 received pricing from JC Contracting, Inc. for the traffic signal repairs needed at Asbury Avenue & Ridge Avenue; and

WHEREAS, price of the project is \$11,650.12 and is attached to this Resolution; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in account # 2-06-55-502-000-219 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to JC Contracting, Inc. in the amount of \$11,650.12 for traffic signal repairs needed at Asbury Avenue & Ridge Avenue.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Manager, Director of Capital Projects and Public Facilities and Director

of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-219 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 11th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

(2/2011)
DC-55

New Jersey Department of Transportation Force Account Summary

Project
Contractor
Date

ASBURY PARK POLE KNOCKDOWN
J C CONTRACTING, INC
4-19/21-2022

Prime Contractor

- (A) Direct Labor
- (B) Fringe Benefits
- (C) Indirect Labor
- (D) Insurance
- (E) Extraordinary Expense
- (F) Material
- (G) Equipment
- (H) Profit
- (I) Overhead

662.12
425.76
68.84
105.28
-
-
409.26
108.79
108.79

Subcontractors

8,873.89

subtotal

8,873.89

10% markup on subcontractor amount

887.39

11,650.12

New Jersey Department of Transportation Force Account Summary

Project	ASBURY PARK
Contractor	J C CONTRACTING, INC
Date	4-19 / 21-2022

Activity Description	<u>TRAFFIC POLE KNOCK DOWN</u>
----------------------	--------------------------------

LABOR

[illegible]

(C) INDIRECT LABOR

Description	Rate (%)
FICA	7.650%
Workers Compensation	0.187%
Federal Unemployment	1.600%
State Unemployment	0.960%
Total Rate	10.397%

Subtotal (C)	68.84
--------------	-------

(D) INSURANCE

Description	Rate (%)
General Liability	15.900%
Total Rate	15.900%

Subtotal (D)	105.28
--------------	--------

Direct Labor
Labor Fringe
Materials

662.12
425.76
-

1,087.88 X 10 %

Subtotal (H)

108.79

(I) OVERHEAD

1,087.88 X 10%

Subtotal (I)

108.79

TOTAL

1,888.83

Tiffany Electric, Inc.

Lic & Bus 14958
5 Eastmans Road
Parsippany, NJ 07054
Phone: 973-887-0901 Fax: 973-887-0905

Project

Asbury & Ridge

Location:

Asbury Park

Date:

4/19/22 -4/21/22

Description of Work:

Responded to a call. Traffic signal was knocked down by a tractor trailer. Made repairs. Then returned for a temporary signal turn on.

Traffic Signal Knockdown
Temp Turn-On

LABOR

Classification	Hours			Rate			Labor Cost
	Reg	Prem	Double	Reg	Prem	Double	
Electrician -2		16		64.51	96.77	129.02	\$ 1,548.24
Electrician - 2	16			64.51	96.77	129.02	\$ 1,032.16
Total Direct Labor:							\$ 2,580.40

PAYROLL TAXES AND INSURANCE

	Rate	Cost
FICA	7.65%	\$ 197.40
NJ Unemploy	4.59%	\$ 118.44
NJ Disabil	1.00%	\$ 25.80
FUTA	0.80%	\$ 20.64
Workers Compensation	7.80%	\$ 201.27
General Liability	5.65%	\$ 145.79
Umbrella	5.65%	\$ 145.79
	33.14%	
Total Taxes and Insurance:		\$ 855.14

LABOR FRINGE BENEFITS

Classification	Hours			Rate			Fringes Cost
	Reg	Prem	Double	Reg	Prem	Double	
Electrician -2		16		39.39	59.09	78.78	\$ 945.36
Electrician - 2	16			39.39	59.09	78.78	\$ 630.24
Total Fringe Benefits:							\$ 1,575.60

EQUIPMENT

	Hours	Rate	Equipment Cost
Bucket Trucks	32	65.00	\$ 2,080.00
Total Equipment Cost:			\$ 2,080.00

SUBCONTRACTORS

NOTE	Qty	UOM	Unit Price	Material Cost
Total Subcontractor Cost:				\$ -

MATERIALS

Item	Vendor	Qty	UOM	Unit Price	Material Cost
1 Controller		1	Each	150.00	\$ 150.00
1 Conflict Monitor		1	Each	45.00	\$ 45.00
1 C-1		1	Each	400.00	\$ 400.00
Total Material Cost:					\$ 595.00

MARKUP FOR OVERHEAD AND PROFIT

Direct Labor	\$ 2,580.40
Labor Fringe Benefits	\$ 1,575.60
Material	\$ 595.00
Subtotal	\$ 4,751.00
Markup Percentage	15.00%

Total Overhead Markup: \$ 712.65

Subcontractor Profit Markup

Subcontractor Cost	\$ -
Markup Percentage	5.00%
Total Profit Markup:	\$ -

Profit Markup	\$ 2,580.40
Direct Labor	\$ 2,580.40

Labor Fringe Benefits	\$	1,575.60
Material	\$	595.00
Subtotal	\$	4,751.00
Markup Percentage		10.00%
Total Profit Markup:	\$	475.10

TOTAL TIME AND MATERIALS

Direct Labor	\$	2,580.40
Payroll Taxes and Insurance	\$	855.14
Labor Fringe Benefits	\$	1,575.60
Subcontractor Cost	\$	-
Material Cost	\$	595.00
Overhead Markup	\$	712.65
Profit Markup	\$	475.10
Subcontractor Profit Markup	\$	-
Equipment	\$	2,080.00
TOTAL:	\$	8,873.89



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-220

Resolution awarding a contract to Millennium Communications Group for emergency camera repairs at Asbury & Ridge Ave from an auto accident totaling \$27,074.21 utilizing Transportation funds under NJ State Contract pricing. A claim has been submitted to PMA for reimbursement.



RESOLUTION NO. 2022-220

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

RESOLUTION AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR EMERGENCY CAMERA REPAIRS AT ASBURY & RIDGE AVENUE

WHEREAS, on April 19, 2022 an accident occurred at Asbury Avenue & Ridge Avenue resulting in damage to the traffic light and police cameras; and

WHEREAS, the City submitted claim #L-00-37-58737 to PMA Management Corp. for reimbursement; and

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the repairs at Asbury Avenue & Ridge 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 received pricing from Millennium Communications Group for camera repairs at Asbury Avenue & Ridge Avenue; and

WHEREAS, price of the project is \$27,074.21 and is attached to this Resolution; and

WHEREAS, pricing is based off of NJ State Contract #T2989/#88740; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in account # 2-06-55-502-000-219 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications Group in the amount of \$27,074.21 for camera repairs at Asbury Avenue & Ridge Avenue.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-220 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 11th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R
NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers
TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203
Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCECSC-Cat-22-01

April 27th, 2022

Asbury Park Police Department
One Municipal Plaza
Asbury Park, NJ 07712
Attn: Joe Dellaragione

Re: Asbury Ave & Ridge Ave Camera Replacement

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. All work will be performed under the New Jersey State Wiring Contract #88740. We propose to provide all labor and materials required to complete the following:

Outdoor 360 (15 MP multidirectional camera with IR for 360° coverage) HD Dome Camera

- (1) P3719-PLE Network Camera is a compact **15-megapixel** camera with four varifocal lenses enabling overview and detailed surveillance. With one IP address and one network cable, the four-camera-in-one unit provides a flexible, cost-effective solution for multidirectional surveillance. 360° IR illumination, Forensic WDR and Lightfinder technology provides excellent video quality in any light conditions. Each camera head can be individually positioned (pan, tilt, roll and twist) along a circular track. Remote zoom and focus makes it easy to install and the clear cover, with no sharp edges, ensures undistorted views in all directions. The camera comes with an integrated weathershield..
- (1) AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
- (1) Wall Bracket. For use with AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. Includes mounting plate. White.
- (1) AXIS T91B47 Pole Mount for indoor and outdoor installations, for poles with diameter between 50-150mm (2"-6"). Includes 1 pair of AXIS Stainless Steel Straps 570mm (22.5") with TX30 screw interface for ease-of-installation. AXIS T91B47 is directly compatible with a wide range of Axis camera
- (1) Programming and Configuration



Outdoor HD 1080 PTZ Cameras

- (1) Q6315-LE 60HZ High-end PTZ camera with HDTV 1080p @60fps, 1/2" RGB sensor, 31x optical speed zoom and Laser focus. Outdoor-ready, IP66, IK10 and NEMA 4x-rated NEMA TS2 for temperature up to 74C (165F). Zipstream with H.264/ H.265, Arctic Temperature Control enables operation and start up from -40 °C. Auto day/night functionality, IR illumination up to 300M (980Feet). Continuous 360° rotation. Shock detection, Autotracking 2, Tour recording and Active Gatekeeper. Compass ruler overlay, Privacy mask with chameleon and mosaic masking. Highlight compensation. Build in analytics. Clear transparent dome cover and High PoE midspan with fiber slot are included. No mounting bracket included (several different accessories available).
- (1) Pole Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. Includes steel pole straps.
- (1) Cat6 OSP cable run
- (1) Programming and Configuration





One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R
NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers
TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203
Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

Millennium Secure City Surveillance Enclosure:

- (1) **Enterprise Enclosure Repairs** Enclosure Back Plate, AC/USB outlet, Mounting plate on inside door, external warning system- red/green LEDs and relay, Pole mount kit with straps, High Reliability Power Supply, Power in Surge protection, 25A UPS Module, Battery- 18Ah, Web monitor and control system, Breakers for power, battery, load, 12-48vDC converters, Industrial Etherwan Poe Switch, PoE line protectors, Grommet's up to 6, and/or Hole covers, Grounding Lug with 10AWG green wire.



Fiber Repair

- Repair existing fiber located at the corner of Asbury Ave & Ridge Ave

Pricing Summary:

Project Total: \$27,074.21

Sincerely,

Keith P. Burkhard

Vice President of Physical Security

Millennium Communications Group Inc.

11 Melanie Lane

East Hanover NJ 07936

Phone: 1-973-503-1313

Direct: 1-973-929-2532

Cell: 1-973-390-7137

Fax: 1-973-503-0111

Website: www.millenniuminc.com

E-Mail: kburkhard@millenniuminc.com

Support Tickets: support@millenniuminc.com



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R
NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers
TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203
Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)

Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.

All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.

Permits, fees, Environmental evaluation and inspections are the responsibility of others.

Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.

Cancelled orders will incur a 30% restocking charge.

Equipment identified as custom order is not returnable and must be paid for in full

Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.

Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.

Changes to this contract shall not affect above payment schedule.

All work will be performed by IBEW Teledata technicians during normal business hours. No allowance has been made for restricted work hours.

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work. ANY additional work will be done by executing a CHANGE ORDER.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R
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TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Please include a copy of your ST-4 tax exempt form.

Signature	Print Name	Title	Date
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Please fax to (973) 503- 0111.



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R
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One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R
NJ State Wiring Services Contract #88740 / #T2989

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TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203
Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCECSC-Cat-22-01



MOBILE SURVEILLANCE RIG



Surveillance Gear:
Axis P1227 PLE
Axis Q Series PTZ w/ Q6100 E
Ethernet Modem

Optional:
Web Control
PC-Milestone or Genetec
Loud Speaker
LED spot Lights
Siren





Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-221

Resolution approving change order #3 for Bond Street Improvements Project in the amount of \$0.00



RESOLUTION NO. 2022-221

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

RESOLUTION APPROVING CHANGE ORDER #3 FOR BOND STREET IMPROVEMENTS PROJECT

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

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

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

WHEREAS, the City had approved via Resolution 2022-180 Change Order #2 and had no change to the contract amount of \$1,657,657.00; and

WHEREAS, the City Engineer is requesting Change Order #3 in the amount of \$0.00; and

WHEREAS, Change Order # 3 reflects additions and reductions resulting in a zero (\$0.00) dollar net change to the contract; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that this Change Order 3 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 3 on behalf of the Governing Body.

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

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-221 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 11th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

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

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

CHANGE ORDER NO. 3

DATE: May 3, 2022

PROJECT: Bond Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

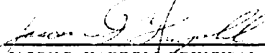
EXTRA:

Various items are reduced to reflect current as-built quantities.

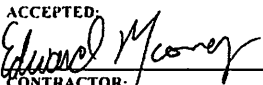
SUPPLEMENTARY:

- S-2 Concrete Subbase Removal from Roadways
- S-3 Sawcutting of Concrete in Road, 12" and Greater
- S-4 Steel Curb Tree Plates
- S-5 Reset Slate Sidewalk

APPROVAL RECOMMENDED:


JASON D. HARZOLD PRINCIPAL
PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S
APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$174,293.35
B. TOTAL EXTRAS THIS C.O.	\$3,010.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$171,283.35	XXXXXXXXXXXX
TOTALS THIS C.O.	\$174,293.35	\$174,293.35
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$17,300.00	\$17,300.00
TOTAL CHANGE ORDERS TO DATE	\$191,593.35	\$191,593.35
NET CHANGE IN CONTRACT	\$0.00	\$0.00

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

Attachment: LUCAS BROTHERS CHANGE ORDER 3 (2022-221 : Change Order #3 for Bond Street Improvement Project)

CHANGE ORDER NO.
3SHEET NO. 2 OF 2
PROJECT NO. ASPK-00776

PROJECT:

Bond Street Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Silt Fence	1285.00 LF	\$0.01	\$12.85
6	Police Traffic Directors (If & Where Directed)	300.00 HR	\$75.00	\$22,500.00
10	HMA Milling, More Than 3" to 6"	5000.00 SY	\$4.30	\$21,500.00
15	HMA 19M64 Base Course, 4" Thick	424.00 TON	\$125.00	\$53,000.00
26	4" Polyvinyl Chloride Sewer Pipe Lateral (If & Where)	772.00 LF	\$42.00	\$32,424.00
27	8" Polyvinyl Chloride Sewer Pipe (If & Where)	86.00 LF	\$93.00	\$7,998.00
28	Sanitary Sewer Service Connection (If & Where)	14.00 UN	\$775.00	\$10,850.00
29	Cleanout (If & Where Directed)	20.00 UN	\$450.00	\$9,000.00
30	Manhole, Sanitary Sewer (If & Where Directed)	2.00 UN	\$8,500.00	\$17,000.00
31	Borrow Topsoiling, 5" Thick	1.00 SY	\$8.50	\$8.50

A. TOTAL REDUCTIONS

\$174,293.35

18	Concrete Driveway, Reinforced, 6" Thick	43.00 SY	\$70.00	\$3,010.00
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B. TOTAL EXTRA

\$3,010.00

S-2	Concrete Subbase Removal from Roadways	4950.00 SY	\$30.00	\$148,500.00
S-3	Sawcutting of Concrete in Road, 12" and Greater	4195.00 LF	\$2.25	\$9,438.75
S-4	Steel Curb Tree Plates	60.00 LF	\$97.41	\$5,844.60
S-5	Reset Slate Sidewalk	1.00 LS	\$7,500.00	\$7,500.00

C. TOTAL SUPPLEMENTARY

\$171,283.35

Attachment: LUCAS BROTHERS CHANGE ORDER 3 (2022-221 : Change Order #3 for Bond Street Improvement Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-222

Resolution authorizing the purchase of a heavy-duty truck diagnostic tool with laptop needed at the DPW in the amount of \$7,024.00 utilizing O&E funds.



RESOLUTION NO. 2022-222

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

**RESOLUTION AUTHORIZING THE PURCHASE OF A DIAGNOSTIC TOOL WITH
LAPTOP FOR HEAVY-DUTY TRUCKS NEEDED AT THE DEPARTMENT OF
PUBLIC WORKS**

WHEREAS, the City of Asbury Park ("City") has a need to purchase a heavy-duty truck diagnostic tool with laptop for the Department of Public Works; and

WHEREAS, the City has solicited and obtained two quotes from Noregon Systems, LLC and Diesel Laptops; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of a heavy-duty truck diagnostic tool with laptop to Noregon Systems, LLC in the amount of \$7,024.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 2-01-26-290-000-203. 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 diagnostic tool needed for the Department of Public Works in the amount of \$7,024.00 and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-222 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 11th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

Joe Giuffi

From: Jim Elder <JElder@Noregon.com>
Sent: Friday, April 22, 2022 10:57 AM
To: Jim Elder
Subject: Noregon Systems, LLC: Quote #7156



Noregon Systems, LLC
 7009 Albert Pick Rd
 Greensboro NC 27409
 United States

Quote

Quote #: 7156
Date: 1/11/2022

Disclaimer: Shipping cost is an estimate, rate may change. Subscription price valid for initial year. All prices are in USD.

of

Bill To:		Ship To:	
Ed Pawlicki Asbury Park Maintenance Department 9 S Main St Asbury Park, NJ 07712 United States		Ed Pawlicki Asbury Park Maintenance Department 9 S Main St Asbury Park, NJ 07712 United States	
Expires		Sales Rep	
5/2/2022		Jim Elder	

Qty	Item	Description	License Key(s)	Unit Price	Amount
1	264425	JPRO Professional with Fault Guidance and NextStep Repair Diagnostic Toolbox		-	\$7,024.00

Subtotal	\$7,024.00
Shipping	\$0.00
Sales Tax Total	\$0.00
Total	\$7,024.00

Notes
NJ ID - V00047147

What are you looking for?

Give us a call. (888) 351-2756 (888) 351-2756

Your cart

Subtotal
\$9,195.00

Check out



Cojali Jaltest Heavy and Medium Truck Diagnostic Laptop Tool

Price \$9,195.00

SKU JALTEST-TRUCK-LAPTOP

Quantity

1

\$9,195.00

Subtotal

\$9,195.00

Monthly payments available with **affirm**. [Prequalify](#)

Shipping & taxes calculated at checkout

If you are Tax Exempt, use the form [here](#).

[Calculate Shipping](#)

Checkout

• Pay

amazon pay

G

[Continue shopping.](#)

Tax Exempt Eligibility

To determine your tax-exempt status, please call our Sales Department at 888-351-2756.

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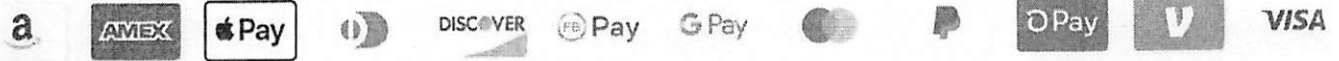
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EMailed TO JOE GUFF.

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE:

4/22/22

DESCRIPTION of Purchase:

DIAGNOSTIC TOOL w/ LAB TOP TO
DIAGNOSE HEAVY DUTY TRUCKS.

REASON for Purchase

NEEDS WHEN THERE IS A PROBLEM
TO DIAGNOSE & HAVE WORKING DIAGRAMS

AMOUNT:

\$ 7024.⁰⁰

VENDOR'S NAME AND ADDRESS:

NOREGON SYSTEMS

REMARKS:

REQUESTED BY:

E. Pawlinski

DPW DIRECTOR'S APPROVAL

J - 001465

Attachment: NOREGON DIAGNOSTIC TOOL QUOTE (2022-222 : Purchase of a Diagnostic Tool for Heavy-Duty Trucks Needed at the DPW)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-223

Resolution authorizing the purchase of a new Polaris vehicle for the Beach Department utilizing Beach funds. This item has been identified as a 2022 Menu Item.



RESOLUTION NO. 2022-223

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

RESOLUTION AUTHORIZING THE PURCHASE A NEW POLARIS VEHICLE FOR THE BEACH DEPARTMENT

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

WHEREAS, the City of Asbury Park received a quote from Eastern Lift Truck with the price totaling \$32,452.07 based off of the Sourcwell Co-op Contract #122220-PSI, in which the City is a member; and

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

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of a new Polaris vehicle from Eastern Lift Truck in the amount of \$32,452.07; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a new Polaris vehicle in the amount of \$32,452.07 and a copy of this Resolution shall be provided to the Beach Supervisor, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-223 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 11th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

POLARIS		Vehicle Sourcewell Quote Form		POLARIS PRO XD	
GENERAL INFORMATION					
Sourcewell Member Name City of Asbury Park			Date 4/21/2022		
Contact Name			Quote Expiration 5/21/2022		
Address 1 Municipal Plz Ste 1			Polaris Rep		
City/State/Zip Asbury Park, NJ, 07712			Phone		
Sourcewell Member ID # 18864			Email		
Dealer Name Eastern Lift Truck			Polaris Sourcewell		
Dealer Number 2268900			Contract # 122220-PSI		
Dealer Contact Alex Busse			Sourcewell		
Dealer Phone # 609-472-9535			Exclusively NJPS		
VEHICLE CONFIGURATION					
Model Name		MSRP		Sourcewell	
D21BPD4B4 - PRO XD™ 2000D		\$16,579		\$15,561.63	
Accessory Name	Part Number	Quantity	MSRP	Sourcewell	
Windshields					
Tempered Glass Windshield	2889030	1	\$749.99	\$627.20	
Tempered Glass Tip-Out Windshield	2882874	0	\$0.00	\$0.00	
Hard Coat Poly Windshield	2883300	0	\$0.00	\$0.00	
Hard Coat Poly Windshield - Vented	2883266	0	\$0.00	\$0.00	
Poly Windshield	2883278	0	\$0.00	\$0.00	
Poly Half Windshield	2883301	0	\$0.00	\$0.00	
Windshield Wiper & Washer System (Requires Windshield)	2883974	1	\$519.99	\$434.85	
Roofs					
Poly Roof 2 Passenger Models	2882911	1	\$349.99	\$292.69	
Poly Roof 4 Passenger models	2889223	0	\$0.00	\$0.00	
Doors					
Front Crank Window Doors (pair)	2884275-453	0	\$0.00	\$0.00	
Rear Crank Window Doors (pair)	2884276-453	0	\$0.00	\$0.00	
Front Clearview Doors (pair)	2884277	1	\$2,089.99	\$1,747.80	
Rear Clearview Doors (pair)	2884278	0	\$0.00	\$0.00	
Front Canvas Doors (pair)	2882902	0	\$0.00	\$0.00	
Rear Canvas Doors (pair)	2883634	0	\$0.00	\$0.00	
Front Half Doors (pair)	2882559	0	\$0.00	\$0.00	
Rear Half Doors (pair)	2883438	0	\$0.00	\$0.00	
Rear Panels					
Tempered Glass Rear Panel	2879013	0	\$0.00	\$0.00	
Tempered Glass Rear Panel With Slider Window	2879015	0	\$0.00	\$0.00	
Poly Rear Panel	2883773	1	\$369.99	\$309.41	
Safety					
Speed Limiter 15 MPH (Diesel Only)	2884133	0	\$0.00	\$0.00	
Adjustable Speed Calibration (Gas Only)	2884136	0	\$0.00	\$0.00	
Strobe Light Beacon	2884224	1	\$189.99	\$158.88	
LED Work Light	2883265	0	\$0.00	\$0.00	
Fire Extinguisher Holder - 2.5lb	2882158	0	\$0.00	\$0.00	
Rearview Mirror	2879969	1	\$64.99	\$54.35	
Wide Angle Rearview Mirror	2881439	0	\$0.00	\$0.00	
Durability					
Rock Guards With Steps (2 Passenger Models)	2882530	0	\$0.00	\$0.00	
Rock Guards With Steps (4 Passenger Models)	2883398	0	\$0.00	\$0.00	
Air Filter Service Gauge	2884230	1	\$39.99	\$33.44	
Utility					
72" Steel Plow With Wear Bar	2879874	0	\$0.00	\$0.00	
72" Poly Plow With Wear Bar	2879317	0	\$0.00	\$0.00	
Plow Frame	2883255	0	\$0.00	\$0.00	
Plow Mount	2879106	0	\$0.00	\$0.00	
Hydraulic Lift System	2883410	0	\$0.00	\$0.00	
Pro HD Plow Hydraulic Angle System	2883409	0	\$0.00	\$0.00	
Plow System Controller	2883247	0	\$0.00	\$0.00	
6,000lb Winch With Synthetic Rope	2884248	0	\$0.00	\$0.00	
Diesel Block Heater (Diesel Models Only)	2884246	0	\$0.00	\$0.00	
Electric Cargo Box Lift	2884209	0	\$0.00	\$0.00	
Headache Rack	2881531	0	\$0.00	\$0.00	
Chainsaw Press	2879354	0	\$0.00	\$0.00	
Lock And Ride Storage Box	2883279	0	\$0.00	\$0.00	
Rhino Grips	2881575	0	\$0.00	\$0.00	
Dual Bin Under Seat Dry Storage Box	2882910	0	\$0.00	\$0.00	
Comfort & Convenience					
Heat And Defrost Kit	2884212	1	\$899.99	\$752.64	
Cab Light	2882871	1	\$104.99	\$87.80	
Visor Radio Unit	2882888	0	\$0.00	\$0.00	
Rear Roof Speaker	2882876	0	\$0.00	\$0.00	
Polaris Pulse Roof Busbar	2882904	0	\$0.00	\$0.00	
Electronic Power Steering Conversion Kit	2884610	0	\$0.00	\$0.00	
In-Dash Audio System	2882750	0	\$0.00	\$0.00	
All Wheel Drive Mode Select Switch	2884418	1	\$129.99	\$108.71	
Wiring Harness Extension	2883231	0	\$0.00	\$0.00	
Aftermarket Accessory Pulse Adapter	2884435	0	\$0.00	\$0.00	
Turn Signal Kit (Open Market Item)		1	\$567.19	\$567.19	
Trash Hopper (Open Market Item)		1	\$10,033.33	\$10,033.33	
Local Uplift (Open Market Item)		1	\$1,467.90	\$1,467.90	
Local Prep & Delivery (Open Market Item)		1	\$750.00	\$750.00	
Local Prep & Delivery Discount (Open Market Item)		1	(\$500.00)	(\$500.00)	
Accessories Total			\$17,828.31	\$16,926.19	

VEHICLE PRICING			
	MSRP	Sourcewell	Sourcewell with Install Total
*Aftermarket (i.e. non-Polaris) items may not be included on any purchase orders referencing the Sourcewell contract; note that installation of aftermarket items may void part, or all, of the original factory warranty. Please see Owner's Manual for details.	Vehicle Price	\$16,579.00	\$15,561.63
	Freight	\$930.00	
	Accessories	\$17,828.31	\$16,926.19
	Set-up & Install (Open Market Item)	\$450.00	includes General PDI \$450.00
	Tax	\$0.00	\$0.00
	Sub Total	\$35,787.31	\$32,487.81
	Discount/Trade-in	\$0.00	-\$485.74
	Fleet Rebate	\$0.00	\$0.00
	Quoted Price per Vehicle	\$35,787.31	\$32,452.07
	Quantity	1	1
Tax, title, dealer fees are additional if applicable.	Total Quoted Price	\$35,787.31	\$32,487.81

Attachment: POLARIS QUOTE (2022-223 : Purchase of a New Polaris Vehicle for the Beach Department)



RESOLUTION NO. 2022-171

City of Asbury Park
County of Monmouth
State of New Jersey

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

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

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

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

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-171 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

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

Attachment: POLARIS QUOTE (2022-223 : Purchase of a New Polaris Vehicle for the Beach Department)


 Melody Hartsgrove, City Clerk 3/24/2022

MELODY HARTSGROVE
 CITY CLERK

✓ Vote Record - Resolution 2022-171					
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading ☐ Resolution Failed for Lack of Secunder					
		Yes/Aye	No/Nay	Abstain	Absent



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

2022-171

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-224

Madison Asbury Retail provided a supplemental progress report to the City which satisfied the obligation referenced in the Notice of Default.



RESOLUTION NO. 2022-224

**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 WITHDRAW THE NOTICE OF DEFAULT ISSUED TO MADISON ASBURY RETAIL, LLC FOR FAILURE TO MEET ITS OBLIGATIONS TO PROVIDE A PROGRESS REPORT AND NET WORTH CERTIFICATION PURSUANT TO THE SUBSEQUENT DEVELOPER AGREEMENT ENTERED INTO BY THE CITY OF ASBURY PARK, MADISON ASBURY RETAIL, LLC AND ASBURY PARTNERS, LLC DATED JUNE 1, 2010

WHEREAS, on August 26, 2021, the City of Asbury Park (the “City”) adopted Resolution No. 2021-386 authorizing the issuance of certain notices of default to Madison Asbury Retail, LLC (“MA Retail”) for failure to, among other things, meet its progress report and net worth certification obligations (the “Notice of Default”) pursuant to Sections 4.15, 11.01, 11.02, 3.02(m) and 4.13(a)(iii) of the Subsequent Developer Agreement entered into between the City of Asbury Park, Madison Asbury Retail, LLC and Asbury Partners LLC on June 1, 2010 (the “SDA”); and,

WHEREAS, on September 1, 2021, the City sent MA Retail a letter notifying MA Retail that it was being held in default for violations of the progress report and net worth certification obligations under the SDA; and,

WHEREAS, on November 30, 2021, MA Retail provided a net worth certification to the City which satisfied the obligation referenced in the Notice of Default; and,

WHEREAS, on February 9, 2022, MA Retail provided a supplemental progress report to the City which satisfied the obligation referenced in the Notice of Default; and,

WHEREAS, accordingly, the City wishes to withdraw the Notice of Default referenced herein.

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

Section 1. The Notice of Default issued to MA Retail for failure to meet its progress report and net worth certification obligations, in accordance with the terms and conditions of the Subsequent Developer Agreement, is hereby withdrawn.

Section 2. The City reserves its right to issue (or re-issue, as the case may be, with regard to recurring obligations) any Notice of Default in accordance with the terms and conditions of the Subsequent Developer Agreement.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-224 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 12th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-225

To extend time required in the subsequent developer agreement to obtain government approvals for residential development at Block 4001, Lots 2-15. Extension of time requested is 120 days because developer is still waiting for CAFRA letter of compliance.



RESOLUTION NO. 2022-225

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

RESOLUTION GRANTING AN EXTENSION OF TIME OF 120 DAYS FOR AP BLOCK 4001 VENTURE URBAN RENEWAL TO OBTAIN GOVERNMENTAL APPROVALS FOR BLOCK 4001, LOTS 2-15, PURSUANT TO THE SUBSEQUENT DEVELOPER AGREEMENT

WHEREAS, on June 5, 2002, the City of Asbury Park (the “City”) adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “Redevelopment Plan”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “Redevelopment Area”); and

WHEREAS, the City and Asbury Partners, LLC (“Master Developer”) entered into an “Amended and Restated Redeveloper and Land Disposition Agreement” (“Redeveloper Agreement”) dated October 28, 2002, as amended, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, AP Block 4001 Venture Urban Renewal (the “Entity”) is an affiliate of Master Developer, which pursuant to the Redeveloper Agreement and Redevelopment Plan, intends to redevelop vacant land on property identified as Block 4001, Lots 2-15 on the tax maps of the City, which is within the Redevelopment Area; and

WHEREAS, on March 19, 2021, the Entity, the Master Developer and the City (together the “Parties”) entered into a Subsequent Developer Agreement (“SDA”) setting forth the obligations of the Parties with respect to the Project; and

WHEREAS, the Entity is the designated subsequent redeveloper of Block 4001, Lots 2-15, pursuant to the Redeveloper Agreement and the SDA; and

WHEREAS, Section 4.03 of the SDA requires the Entity to obtain all Governmental Approvals, excluding Building Permits, for Phase I of the Project within one (1) year of the Effective Date (March 19, 2021); and

WHEREAS, the SDA defines Governmental Approvals to mean “all unappealable government permits (including Building Permits), licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier”; and

WHEREAS, the SDA permits the date to obtain Governmental Approvals to “be reasonably extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same”; and

WHEREAS, the Entity made substantial good faith efforts towards obtaining all Governmental Approvals, as described in the Entity’s April 7, 2022 letter to the City of Asbury Park, attached herein as **Exhibit A**; and

WHEREAS, despite its good faith efforts, the Entity has yet to receive a letter of compliance from the New Jersey Department of Environmental Protection (“NJDEP”) pursuant to CAFRA Permit 1303-03-0001.1, as modified; and

WHEREAS, the Entity has requested a 120-day extension of time under the SDA to receive Governmental Approvals by July 18, 2022; and

WHEREAS, given the Entity’s good faith efforts to obtain Governmental Approvals, the City desires to grant the Entity a 120-day extension to obtain Governmental Approvals, as provided for in the SDA; and

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED, by the Mayor and the City Council of the City of Asbury Park, acting as the City’s Redevelopment Agency, as follows:

Section 1. Recitals. The recitals are fully incorporated herein.

Section 2. Approval of Extension. A 120-day extension is approved and granted to AP Block 4001 Venture Urban Renewal to obtain Governmental Approvals by July 18, 2022, pursuant to Section 4.03 of the SDA.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-225 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 12th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

April 7, 2022

VIA EMAIL AND REGULAR MAIL

Joseph J. Maraziti, Jr., Esq.
Maraziti Falcon LLP
240 Cedar Knolls Road, Suite 301
Cedar Knolls, NJ 07927

**Re: Request for Extension of Time for Government Approvals for
AP Block 4001 Venture Urban Renewal LLC**

Dear Mr. Maraziti:

This firm represents AP Block 4001 Venture Urban Renewal LLC (“Entity”), the designated subsequent redeveloper of Block 4001, Lots 2-15 pursuant to the “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended (“Redevelopment Agreement”) and the Subsequent Developer Agreement dated March 19, 2021 (“SDA”). By this letter, Master Developer hereby request the 120-day extension of time under the SDA to receive Governmental Approvals by July 18, 2022.

Section 4.03 of the SDA required the Entity to obtain all Governmental Approvals, excluding Building Permits, for Phase I of the Project within one year of the Effective Date (March 19, 2021). Such date “may be reasonably extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same.”

The Entity has made substantial good faith efforts towards obtaining all Governmental Approvals. The Entity received preliminary and final major site plan approval and minor subdivision approval by a resolution adopted by the Planning Board on September 13, 2021, and subsequently received approvals from the County Planning Board and the Freehold Soils Conservation District. The City Council also approved a Financial Agreement and Special Assessment Agreement by ordinances adopted on September 22, 2021. The Entity and the City’s professionals have been working diligently and collaboratively on a monthly basis towards the issuance of the Redevelopment Area Bonds, which will occur once all other Governmental Approvals have been received.

Despite its good faith efforts, the Entity has yet to receive a letter of compliance from the New Jersey Department of Environmental Protection (“NJDEP”) pursuant to CAFRA Permit 1303-03-0001.1, as modified. The Entity submitted its application materials to the NJDEP in March 2021. The Entity subsequently resubmitted plans multiple times in response to comments

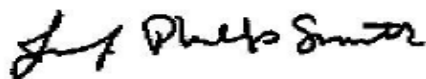
GIBBONS P.C.

April 7, 2022
Page 2

from the NJDEP and met with both the City and the NJDEP in November 2021 to discuss the NJDEP's recent reinterpretation of certain stormwater and other regulations. The Entity last met virtually with the NJDEP on March 31, 2022.

Given the Entity's good faith efforts to obtain Governmental Approvals, the Entity hereby requests the 120-day extension provided for in the SDA. We thank you in advance for your consideration.

Sincerely,



Jennifer Phillips Smith
Director

cc: (by e-mail only)
Joanne Vos, Esq.
Donna Vieiro
Brian A. Cheripka

Attachment: Exhibit A Block 4001 extension of time 2022 (2022-225 : Time extension for subsequent redeveloper agreement for Block 4001,



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-226

Renewal of North Eat food truck court approval for 2 years to run from Memorial Day weekend to Labor Day weekend.



RESOLUTION NO. 2022-226

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

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK,
ACTING AS THE WATERFRONT REDEVELOPMENT ENTITY, GRANTING
CONCEPTUAL APPROVAL TO ASBURY PARTNERS LLC, FOR THE FOOD TRUCK
COURT IN THE GREEN ACRES PARCEL IN BLOCK 4502, LOT 1.25 AND
REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE
APPROVALS**

WHEREAS, Asbury Partners LLC (the “Applicant”) is the owner of Tax Block 4502, Lot 1.25 (the “Property”) in the City of Asbury Park (the “City”), which property is located in the Waterfront Redevelopment Area Zone; and

WHEREAS, on April 8, 2015, the Mayor and City Council adopted Resolution No. 2015-151, which granted conceptual approval to Madison Asbury Retail LLC, subject to certain conditions, for the operation of a food truck court in the Green Acres Parcel located at Block 4502, Lot 1.25 for a period of six (6) years from 2015, and referred the matter to the Planning Board for appropriate review and approvals; and

WHEREAS, on June 1, 2015 the City Planning Board adopted a resolution entitled “Resolution Approving a Sign Variance and Preliminary and Final Site Plan Application of Madison Asbury Retail, LLC for the Use of 1600 Ocean Avenue, A/K/A Block 4502, Lot 1.25 for a Food Truck Court and Recreational Area on a Temporary Basis” approving the application, subject to various conditions, for the installation of a food truck court, signage (and related variances) and recreation facilities as set forth in the plans and application; and

WHEREAS, on February 25, 2016, the City Council passed Resolution No. 2016-121 approving the extension of the operating hours of the food truck court from those previously approved (11:00 a.m. to 9:00 p.m.) to 10:00 a.m. to 10:00 p.m. on a 7-day basis; and

WHEREAS, on June 23, 2021, the Mayor and City Council passed Resolution No. 2021-331 confirming that the six (6) year time period associated with the approvals previously granted for the food trucks was intended to include the summer season of 2021 and establishing a termination date for the Project of September 7, 2021; and

WHEREAS, all aforementioned Resolutions are attached hereto and incorporated into the record; and

WHEREAS, on April 1, 2022, the Applicant submitted an application to the City requesting to extend, and slightly modify, the approvals previously granted by the City Council and Planning Board;

WHEREAS, the Applicant's proposed project includes six (6) food trucks, picnic tables, string lights, recreation space, an area for trash storage, and signage, as further described in more detail in the plans and schematics submitted by the Applicant to the City (the "Project"); and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, make the following determinations regarding the Project and recommend the Planning Board consider the following:

1. The Property is in the Boardwalk Area of the Waterfront Redevelopment Area and pursuant to the Waterfront Redevelopment Plan at page 15: "the open spaces between the Boardwalk pavilions will be developed as either passive or active recreation areas. Active uses include miniature golf, bocce, and children's play areas." Additionally, pursuant to the Waterfront Redevelopment Plan at page 68, restaurants are listed as a permitted conditional use. The Project complies with the Waterfront Redevelopment Plan.
2. The Property is included in the Severance Lease between the City and Madison Asbury Retail, LLC, dated June 1, 2010, which further lists the permitted uses of the Property in Section 5 which includes "commercial, recreational and entertainment purposes, such as...amusement rides", "indoor and outdoor restaurants and cafes" and the "preparation and sale of food and beverages." The proposed use of the Property for amusement games and food sales within food trucks is consistent with these permitted uses; and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, and due to concerns regarding the impact that the Project might have upon the neighboring residential uses and the public, hereby strongly recommend that the Planning Board consider imposing the following conditions on any approval of the proposed Project:

1. Approval of this Project to be granted on a temporary basis and be limited to two (2) years with the ability of the Applicant to obtain an extension upon a subsequent request to the Mayor and Council. Any such extension shall be subject to a Resolution of the City Council.
2. Period of operation to be summer seasonal running from the Friday immediately preceding Memorial Day through Labor Day.
3. The hours of operation to be limited to 10:00 a.m. to 9:00 p.m. on a 7-day basis and any trucks upon the Property during said hours shall be open and operating, except that such requirement shall not apply during inclement weather.

4. Food Trucks shall be no larger than 10' (width) x 30' (length) in size.
5. At least two (2) Food Trucks to be located upon the Property (and open and operating) during the hours of operation referenced above, however, no more than six (6) Food Trucks may be upon the Property at any given time.
6. No overnight parking shall be permitted.
7. No generators shall be permitted; each Food Truck will be permitted electric utility service.
8. Except for the previously approved "North Eats" signage upon the Property, which shall comply with the City's Signage Ordinance, signage should not be permitted as the signage and logos on the food trucks are sufficient.
9. Food Trucks are to comply with all City Ordinances prohibiting open alcohol containers in public.
10. The Applicant should provide the Planning Board with a garbage plan for the storage and removal of trash and recyclable materials.
11. The Applicant should provide the Planning Board with a plan for providing water to the Property.
12. The Applicant should address, to the Planning Board's satisfaction, any comments and recommendations from the Fire Department, Police Department, Beach Utility and other governmental agencies.
13. The Applicant should provide testimony to the Planning Board to demonstrate that the food truck proposal complies with the Redevelopment Plan for this area of the Waterfront.
14. The Applicant shall comply with all the terms and conditions of the Severance Lease between the City and Madison Asbury Retail, LLC dated June 1, 2010.
15. In order to keep the Property clean and free from debris, and in order to maintain compliance with requirements, Applicant shall conduct frequent site checks (at least every 2 hours) throughout the Property during the hours of 10:00 am and 4:00 pm; and from 4:00 pm to 9:00 pm, the Applicant shall have a representative on the Property at all times. All such site checks shall be documented and said documentation shall be provided to the City's Director of Planning and Redevelopment, which may be by email, on at least a weekly basis, on each Monday during the summer season referenced above.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, acting as the Waterfront Redevelopment Entity, as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein by reference.

Section 2. Approval. The Project is hereby conceptually approved and with the recommendations set forth above is referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Municipal Land Use Law and the Waterfront Redevelopment Plan.

Section 3. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-226 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 12th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK



CHIESA SHAHINIAN & GIANTOMASI PC

ONE BOLAND DRIVE
WEST ORANGE, NJ 07052

csglaw.com

JENNIFER M. PORTER

jporter@csglaw.com

(O) 973.530.2071

(F) 973.530.2271

April 1, 2022

Michele Alonso
 Director of Planning and Redevelopment
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712

Re: Asbury Partners LLC
 1600 Ocean Avenue – Block 4502, Lot 1.25
 North Eats Food Truck Court

Dear Ms. Alonso:

This office represents Asbury Partners LLC, the owner and applicant (hereinafter referred to as the "Applicant") in connection with its application to the Mayor and City Council in connection with the Food Truck Court located at 1600 Ocean Avenue and designated as Block 4502, Lot 1.25 on the Tax Maps of the City of Asbury Park (the "Property"). By way of brief background, on June 1, 2015 the Planning Board of the City of Asbury Park adopted a resolution granting preliminary and final site plan approval, along with sign variance relief in connection with the operation of a food truck court with related site amenities, and passive recreation facilities on the Property. This approval was for a six (6)-year term, subject to the Applicant receiving extensions from the City Council acting in its capacity as the City's Redevelopment Agency.

The Applicant is seeking to extend, and slightly modify, the approvals previously granted by the City Council and Planning Board. More specifically, the Applicant seeks approval to (i) allow the food trucks utilizing the Property to remain on the Property overnight; and (ii) remove the requirement that a representative of the Applicant be present on site at all times during the hours of operation of the Food Truck Court, allowing in the alternative that the Applicant conduct frequent site checks in order to keep the site clean and free from debris.

Enclosed please find the following submission materials in support of the aforementioned application to the Mayor and City Council:

1. Nine (9) copies of the Application to the Technical Review Committee with the following exhibits:
 - a. Exhibit A – Project Description

February 9, 2022
Page 2

- b. Exhibit B – Prior Approvals for the “Food Truck Court,” consisting of the following:
 - i. June 1, 2015 Resolution Adopted by the City of Asbury Park Planning Board Approving a Sign Variance and Preliminary and Final Site Plan Application of Madison Asbury Retail, LLC For the Use of 1600 Ocean Avenue, A/K/A Block 4502, Lot 1.25, For a Food Truck Court, and Recreational Area on a Temporary Basis;
 - ii. February 26, 2016 Resolution Adopted by the City Council of Asbury Park, acting as Waterfront Redevelopment Entity Approving the Extension of the Operating Hours of the Food Truck Court at Block 4502, Lot 1.25; and
 - iii. June 23, 2021 Resolution Adopted by the City Council of Asbury Park, acting as Waterfront Redevelopment Entity Confirming the Term Associated with the Approvals Previously Granted for the Food Truck Court at the Beachfront.
- c. Exhibit C – Existing Site Photographs
- d. Exhibit D – Contribution and Corporate Disclosure Statements from the following individuals:
 - i. Jennifer Porter (CSG Law); and
 - ii. Brian Cheripka (Asbury Partners, LLC); and
 - iii. David Furgal (Asbury Partners, LLC); and
 - iv. Austin Leopold (Madison Marquette); and
- 2. Nine (9) 11x17 copies of the Preliminary and Final Site Plan previously approved by the Planning Board and prepared by Maser Consulting dated June 15, 2015, consisting of two (2) sheets.

Please let us know if anything further is required to schedule this application for review by the Mayor and City Council.

Very truly yours,

Jennifer M. Porter

Jennifer M. Porter
Member

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



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

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

Application for Review by Technical Review Committee (TRC)

PROPERTY LOCATION: 1600 Ocean Avenue **Block:** 4502 **Lot(s):** 1.25

1. APPLICANT INFORMATION:

Name: Asbury Partners LLC

Address: 1114 Avenue of the Americas, New York, NY 10036

Phone # 732-774-1143 Fax: 732-352-7921

Email: dfurgal@istar.com

2. ATTORNEY INFORMATION:

Name: Jennifer Porter - Chiesa Shahinian & Giantomasi PC

Address: One Boland Drive, West Orange, NJ 07052

Phone #: 973-530-2071 Fax: 973-530-2271

Email: jporter@csglaw.com

3. ARCHITECT INFORMATION:

Name: N/A

Address: _____

Phone #: _____ Fax: _____

Email: _____

4. ENGINEER INFORMATION:

Name: N/A

Address: _____

Phone #: _____ Fax: _____

Email: _____

5. PRESENT OWNER (If not applicant):Name: Please see applicant information.

Address: _____

Phone #: _____ Fax: _____

Email: _____

6. Interest of applicant, if other than owner: N/A7. Existing Use North Eats - seasonal food truck court

8. Primary Zone: _____ Infill Zone: _____ Other: _____

9. Property is located in zone WRA as per Asbury Park Land Development Ordinance.10. Property is _____; is not X located in a Historical District.

Historic District _____.

11. Proposed Amendments(s) to Plan: Request for approvals for an additional six year period. Please see
included site plan.

Brian A. Cheripka
Applicant Signature

North Eats Food Truck Park
Project Description

April 1, 2022

Overview

The North Eats food truck park, located at the North End of the Asbury Park Boardwalk within the Waterfront Redevelopment Area (“WRA”), has been successfully operating since the summer of 2015. Madison Marquette, in partnership with iStar, originally applied for site plan approval in 2015. The seasonal park consists of up to six trucks offering a variety of cuisines, ranging from Asian Fusion, to Peruvian, to Italian. The 26,441 square foot area in which the food trucks are located includes picnic tables, string lights, recreation space, an area for trash storage, and signage. There are no changes being proposed to the previously approved site plan.

Consistency with the Waterfront Redevelopment Plan

The food truck park upholds the following principles of the WRA Plan:

- Re-create Asbury Park as an entertainment center
- Make Asbury Park a place for families
- Create pedestrian friendly streets

The site is also within the North Shore neighborhood of the Plan, which lists the following design principles for that neighborhood which are relevant to this application:

- Restore the connection between Sixth and Ocean Avenues.
- Improve the visual character of the flared ends of streets at Ocean Avenue

Operations

In 2016, the Asbury Park City Council passed a resolution to extend the park’s operational hours from 11 a.m. to 7 pm., then to 11 a.m. to 9 p.m., and finally to 10 a.m. to 10 p.m. The approval period was also extended from two (2) years to six (6) years so that the Council’s recommended time period would coincide with the six-year term as approved by the Planning Board. This year, iStar, in addition to seeking approval for another six-year term, requests that food trucks utilizing the Property be allowed to remain on the Property overnight, and to remove the requirement that a representative of the Applicant be present on site at all times during the hours of operation of the Food Truck Court, allowing in the alternative that the Applicant conduct frequent site checks in order to keep the site clean and free from debris. The total number of food trucks on site will vary based on seasonal market and weather conditions, but there will be a minimum of two (2) trucks on site at all times. The requested operational changes will ensure economic viability of this seasonal venue.

Exhibit B: Prior Approvals

RESOLUTION APPROVING A SIGN VARIANCE AND PRELIMINARY
AND FINAL SITE PLAN APPLICATION OF MADISON ASBURY RETAIL,
LLC FOR THE USE OF 1600 OCEAN AVENUE, A/K/A BLOCK 4502, LOT
1.25, FOR A FOOD TRUCK COURT AND RECREATION AREA ON A
TEMPORARY BASIS

WHEREAS, the applicant Madison Asbury Retail, LLC, hereinafter referred to as the applicant is the owner of the above referenced Tax Block and Lot in the City of Asbury Park, which property is located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant has applied for Preliminary and Final Site Plan and sign variance approval for the creation of a food truck court, with site amenities, signage and passive recreation facilities at the above referenced property on a temporary basis. The details of the proposal are set forth in the site plan application, exhibits and testimony submitted on behalf of the applicant at a public hearing conducted by the Planning Board on April 27, 2015. The application, site plans, exhibits and testimony submitted into evidence at the hearing are incorporated herein by reference thereto; and

WHEREAS, the proposed uses permitted in the WRA Zone and all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Law and City Ordinances, and the Board has jurisdiction to consider this application; and

WHEREAS, the Board considered this application at a public hearing held on April 27, 2015; and

WHEREAS, Anselm Fusco and Carrie Turner, employees of the applicant testified on the operational details of the proposed food court and recreational facilities and the signage details; and

WHEREAS, Robert Curley, a licensed professional engineer in the State of New Jersey testified on behalf of the applicant on the engineering and site plan details of the application; and

WHEREAS, Thomas Bauer, a landscape architect in the State of New Jersey testified on behalf of the applicant on the landscaping details of the application; and

WHEREAS, members of the public were afforded the opportunity to cross examine the applicant's witnesses and the opportunity to make comments or suggestions in support of, or in opposition to the application; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens has made the following findings of fact and conclusions based thereon:

1. The property is located in the Waterfront Redevelopment Area Zone, which permits the contemplated uses at the site.
2. The plans for the project submitted by the applicant have received the necessary approvals of the Mayor and Council of the City of Asbury Park acting in their capacity as the City Redevelopment Agency pursuant to a Resolution adopted by the Mayor and City Council.
3. The plans as submitted in conjunction with Board imposed conditions hereinafter set forth will adequately address the lighting, landscaping, engineering and site plan requirements of the City; and

WHEREAS, the Board determined that the sign variance or variances requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the waterfront redevelopment plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed site plan application to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with Board imposed conditions.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for the preliminary and final site plan approval for the installation of a food truck court, signage (and related variances) and recreation facilities as set forth in the plans and application are hereby approved contingent on the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at the public hearings of the Board and the Mayor and City Council are incorporated herein.
2. If required by the City of Asbury Park, the applicant shall enter into the appropriate Redevelopers Agreement with the City for this project and post performance bonds, inspection fees and escrows as determined by the Mayor and City Council acting in their capacity as the City Redevelopment Agency.
3. The applicant agrees to comply with all of the remaining outstanding conditions and recommendations (unless modified or amended at the public hearing), set forth in the report for this project prepared by the Board Engineer, Jason L. Fichter, dated April 23, 2015.
4. There will be a maximum of 6 trucks located on the site in the locations set forth on the site plan submitted into evidence. The maximum size of each truck shall not exceed 10 feet in width by 20 feet in length.

30 [Signature] 6/1/15

- 6/1/15 (10)
5. The trucks will arrive each morning at 10 am and exit the site every evening at 9 pm. The hours of operation will be between 11 am and 9 pm on a 7 day basis.
 6. Each truck will be permitted electric utility service; no water or sewer services shall be provided to each truck.
 7. The trucks will access the site from the adjacent site to the west.
 8. The applicant is required to have one person on site during the hours of operation in order to keep the site clean and free from debris.
 9. The applicant shall revise the site plan to indicate the substitution of planters replacing the bollards shown on the plans submitted at the hearing and the installation of a hose bib at the site.
 10. Taxes, fees and escrow accounts shall remain current.
 11. The applicant will adhere to the findings of fact set forth above.
 12. The applicant shall comply with all CAFRA, Green Acres and/or NJDEP regulations applicable to this project and provide proof thereof to the Board Engineer and Secretary prior to commencing the project.
 13. If this project requires the approval of any other governmental agency, this approval is contingent thereon. Furthermore, if any outside agency approves this project subject to the applicant changing or amending the plans approved by this Board, the applicant must appear before this Board for consideration of an amendment to the approved plans.
 14. The applicant shall comply with all of the conditions set forth in the City Council Resolution referring this matter to this Board, which Resolution is annexed hereto and made a part hereof.
 15. The applicant shall lay sod in between the sidewalks and gravel areas depicted on the landscaping portion of the plans.
 16. The proposed illuminated signage will be "centered" in accordance with the plans submitted with the application.
 17. If any of the proposed improvements encroach onto or into any property owned by the City of Asbury Park, the applicant must receive the approval of the Mayor and City Council for the encroachments.
 18. The applicant shall obtain all of the permits required by the agencies listed on page 4 of the Board Engineer's report dated April 23, 2015, in addition to any other agency mentioned herein or with jurisdiction over this project.
 19. The applicant must receive permits that are required from all code enforcement agencies having jurisdiction over this project including fire, police and health. Additionally each food truck that contains any type of cooking operations or equipment that produce grease laden vapors shall be equipped with a ventilating hood duct and automatic fire suppression system designed and installed in accordance with the New Jersey Uniform Construction Code.
 20. The term of this approval is for a period of six (6) years, subject to the applicant receiving extensions from the City Council acting in its capacity as the City Redevelopment Agency.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Garrett Giberson and seconded by Sara Anne Towery.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. Those members are: Garrett Giberson, Herbert Fehrenbach, Sara Anne Towery, Trudy Syphax, ~~Seressa Grillo~~, Anthony Perillo and Barbara Krzak.

Ayes: SA. Towery, T. Syphax, ~~S. Grillo~~, A. Perillo, B. Krzak, J. Henry,

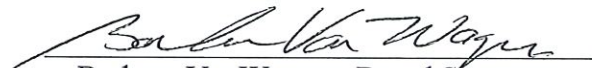
Nays:

Abstain:

May 4, 2015.


Barbara VanWagner, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park Planning Board on May 4, 2015. Revised June 1, 2015


Barbara VanWagner, Board Secretary



**Resolution # 2016-121
City of Asbury Park
County of Monmouth
State of New Jersey**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
ASBURY PARK, ACTING AS THE WATERFRONT REDEVELOPMENT ENTITY,
AMENDING THE RECOMMENDATIONS MADE IN RESOLUTION NO. 2015-151
REGARDING THE FOOD TRUCK COURT (AS PROPOSED BY MADISON ASBURY
RETAIL, LLC), IN THE GREEN ACRES PARCEL LOCATED AT
BLOCK 4502, LOT 1.25.**

WHEREAS, on April 8, 2015, the Mayor and Council of the City of Asbury Park (the "City"), acting as the Waterfront Redevelopment Entity, adopted Resolution No. 2015-151, which granted conceptual approval to Madison Asbury Retail, LLC (the "Developer"), for the operation of a food truck court in the Green Acres parcel located at Block 4502, Lot 1.25 (the "Project"), and referred the matter to the Planning Board for appropriate approval(s); and

WHEREAS, in said Resolution, the Mayor and Council made recommendations to the Planning Board for the imposition of certain conditions on any approval of the Project, which recommendations were based upon concerns regarding the impact that the Project might have upon the neighboring residential uses and the public; and

WHEREAS, the first two recommendations made by the Mayor and Council included the following:

1. That approval of the Project be limited to two (2) years with the ability of the Developer to obtain an extension upon a subsequent request to the Mayor and Council; and
2. That the hours of operation be limited to 11:00 a.m. to 9:00 p.m.; and

WHEREAS, having completed the first year of the Project, the Developer has requested that the Mayor and Council, in its capacity as the Waterfront Redevelopment Entity, consider amending the above two recommendations in the following respects:

1. That the Council extend its approval of the Project from the original two (2) year time frame to a term of six (6) years (with the ability for the Developer to receive extensions from the Council acting in its capacity as the City's Waterfront Redevelopment Entity) so that the Council's recommended time period would coincide with the six (6) year term as approved by the Planning Board; and

2. That the hours of operation be enlarged from those previously approved (11:00 a.m. to 9:00 p.m.) to the following: 10:00 a.m. to 10:00 p.m. on a 7-day basis; and

WHEREAS, the Mayor and Council, having considered this request, have determined to revise the recommendations as set forth in Resolution No. 2015-151, regarding the Project, as set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, acting as the Waterfront Redevelopment Entity, as follows:

1. That the Mayor and Council hereby revise their proposed condition (number 1) on the approval of the Project, as set forth in Resolution No. 2015-151, to the effect that the Council recommends that approval of the Project be limited to three (3) years (retroactively including the year 2015), with the ability of the Developer to obtain an extension upon a subsequent request to the Mayor and Council.
2. That the Mayor and Council hereby revise their proposed condition (number 2) on the approval of the Project, as set forth in Resolution No. 2015-151, to the effect that the hours of operation be limited to the following:
 - (a) On weekdays (Mondays through Thursdays) and on Sundays: 10:00 a.m. to 9:00 p.m.;
 - (b) On Fridays and Saturdays: 10:00 a.m. to 10:00 p.m.;
 - (c) Notwithstanding the provisions set forth in (a) and (b) above, the hours of operation may be from 10:00 a.m. to 10:00 p.m. on the following dates:
 - 1) The Sunday immediately preceding Memorial Day;
 - 2) Independence Day (4th of July); and
 - 3) The Sunday immediately preceding Labor Day.
3. That all other conditions and provisions set forth in Resolution No. 2015-151 shall remain in full force and effect.
4. That the Mayor and Council respectfully recommend that the Planning Board consider the Council's recommendations as set forth above, and that the Planning Board modify its Resolution providing preliminary and final site plan approval for the Project, as adopted on May 4, 2015, accordingly.

5. That a certified copy of this Resolution shall be provided to each of the following:

- (a) Madison Asbury Retail, LLC;
- (b) Asbury Park Planning Board;
- (c) Jack Serpico, Esq., Planning Board Attorney;
- (d) Michael Capabianco, City Manager;
- (e) Michele Alonso, Director of Planning and Redevelopment;
- (f) Karl Kemm, Esq., Redevelopment Counsel; and
- (g) Frederick C. Raffetto, Esq., Municipal Attorney.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-121, which was finally adopted by the City Council at a meeting held on the 24th day of February, 2016.

CERTIFIED BY ME THIS 25TH DAY OF FEBRUARY, 2016.


CINDY A. DYE
CITY CLERK

Record of Council Vote on Final Passage			
COUNCIL PERSON	AYE	NAY	N.V
Mayor John Moor	X		
Deputy Mayor Amy Quinn	X		
Council Member Yvonne Clayton	X		
Council Member Jesse Kendle	X		
Council Member Joe Woerner	X		

✓Indicates vote

N.V.- Not Voting Abstain



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 23, 2021
RESOLUTION SUMMARY

2021-331

This resolution confirms that the six (6) year time period associated with the approvals previously granted for North Eats Food Trucks at the Boardwalk was intended to include the summer season of 2021, thereby establishing a termination date for the Project of September 7, 2021. The hours of operation will be from 8:00 am till 9:00 pm



RESOLUTION NO. 2021-331

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

RESOLUTION CONFIRMING THE TERM ASSOCIATED WITH THE APPROVALS PREVIOUSLY GRANTED FOR THE FOOD TRUCK COURT AT THE BEACHFRONT.

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”), acting as the Waterfront Redevelopment Entity, and the Asbury Park Planning Board, had previously adopted Resolutions (collectively, the “Resolutions”) which granted approval(s) to Madison Asbury Retail, LLC (the “Developer”), for the operation of a food truck court in the Green Acres parcel situated adjacent to the Asbury Park beachfront and boardwalk, located at Block 4502, Lot 1.25 (the “Project”); and

WHEREAS, copies of said Resolutions are attached hereto and made a part hereof;

WHEREAS, the Resolutions provided approval of the Project for a period of six (6) years from 2015, with the ability of the Developer to receive extensions from the Mayor and Council acting in their capacity as the City’s Waterfront Redevelopment Entity; and

WHEREAS, purpose of this Resolution is to confirm that the six (6) year time period previously authorized for the Project was intended to include the summer season of 2021, thereby establishing a termination date for the Project of September 7, 2021, following which time additional approvals must be obtained by the Developer for any extensions thereafter.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, acting as the Waterfront Redevelopment Entity, as follows:

1. That the Mayor and Council hereby confirm that the six (6) year time period associated with the approvals previously granted for the Project, as referenced above and in the attached, was intended to include the summer season of 2021, thereby establishing a termination date for the Project of September 7, 2021.
2. That additional approvals must be obtained by the Developer for any extensions of the Project beyond that date.
3. Hours of operation will be from 8:00 am until 9:00 pm.

4. That a certified copy of this Resolution shall be provided to each of the following:

- a. Madison Asbury Retail, LLC;
- b. Asbury Park Planning Board;
- c. Jack Serpico, Esq., Planning Board Attorney;
- d. Donna M. Vieiro, City Manager;
- e. Michele Alonso, Director of Planning and Redevelopment;
- f. Joseph Maraziti, Esq., Waterfront Redevelopment Counsel; and
- g. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-331 which was finally adopted by the City Council at a meeting held on the 23rd day of June, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 6/24/2021

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Resolution 2021-331					
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading					
			Yes/Aye	No/Nay	Abstain
	Absent				

Exhibit C: Site Photos



Disclosure of Political Contributions Certification

I, Jennifer Porter, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC), which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

site plan associated with North Eats food truck court
(site plan, variance, subdivision) (proposed use(s))

located at 1600 Ocean Avenue Block 4502, Lot 1.25, Asbury Park, New Jersey,
(address)
owned by Asbury Partners LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Jennifer Porter
(Name Printed)

Jennifer M. Porter
(Signature)

Dated 2/4/22

Disclosure of Political Contributions Certification

I, Brian Cheripka, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC), which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

site plan associated with North Eats food truck court
(site plan, variance, subdivision) (proposed use(s))

located at 1600 Ocean Avenue Block 4502, Lot 1.25, Asbury Park, New Jersey,
(address)
owned by Asbury Partners LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Brian Cheripka

(Name Printed)

Brian A. Cheripka

(Signature)

Dated 2/4/22

Disclosure of Political Contributions Certification

I, David Furgal, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC), which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

site plan associated with North Eats food truck court
(site plan, variance, subdivision) (proposed use(s))

located at 1600 Ocean Avenue Block 4502, Lot 1.25, Asbury Park, New Jersey,
(address)
owned by Asbury Partners LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

David Furgal
(Name Printed)

David Furgal
(Signature)

Dated 2/4/22

Disclosure of Political Contributions Certification

I, Austin Leopold, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC), which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

site plan associated with North Eats food truck court
(site plan, variance, subdivision) (proposed use(s))

located at 1600 Ocean Avenue Block 4502, Lot 1.25, Asbury Park, New Jersey,
(address)
owned by Asbury Partners LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Austin Leopold

(Name Printed)


(Signature)

Dated 2/4/22

BLOCK	LOT	QUAL	CLA	PROPERTY OWNER	PROPERTY LOCATION
4202	1			1501 OCEAN AVENUE CONDO % INTEGR 200 VALLEY ROAD, STE 200 MF ARLINGTON, NJ 07856	1501 OCEAN AVENUE
4303	1		15F	ASBURY SENIOR CITIZENS HOUSING, LP 12 ROSSEL RD, SUITE C 120 PRINCETON, NJ 08540	1701 OCEAN AVENUE
4304	1		15C	CITY OF ASBURY PARK 1 MUNICIPAL PLAZA ASBURY PARK, NJ 07712	1700 KINGSLEY STREET
4307	2		1	ASBURY PARTNERS LLC %ISTAR FINANCIA 180 GLASTONBURY BLVD #201 GLASTONBURY, CT 06033	1611 OCEAN AVENUE
4307	3		1	CAJUN FISH HOLDINGS LLC % ISTAR FIN 180 GLASTONBURY BLVD #201 GLASTONBURY, CT 06033	1601 OCEAN AVENUE
4501	1.01		15C	CITY OF ASBURY PARK 1 MUNICIPAL PLAZA ASBURY PARK, NJ 07712	BEACH & BOARDWALK
4502	1.23		1	ASBURY PARTNERS, LLC %ISTAR FINANCIA 180 GLASTONBURY BLVD #201 GLASTONBURY, CT 06033	OCEAN AVENUE
4502	1.24		15C	CITY OF ASBURY PARK ONE MUNICIPAL PLAZA ASBURY PARK, NJ 07712	OCEAN AVENUE
4502	1.26		15C	CITY OF ASBURY PARK ONE MUNICIPAL PLAZA ASBURY PARK, NJ 07712	1700 OCEAN AVENUE

FOR RAILROAD:	RUDDY GUERDIS, DIRECTOR PROPERTY MANAGEMENT NEW JERSEY TRANSIT CORPORATION ONE PENNS PLAZA EAST, 1ST FLOOR NEWARK, NJ 07105-2256
COUNTY ROADS (ASBURY AVE & MEMORIAL & SUBDIVISIONS)	ROBERT W CLARK, DIRECTOR MONMOUTH COUNTY PLANNING BOARD HALL OF RECORDS ANNEX MAIN STREET FREEHOLD, NJ 07728
STATE HIGHWAY: (RT 71, MAIN STREET)	THOMAS DOWD, REGIONAL ENGINEER NJ DOT - CENTRAL REGION PERMITS 100 DANIELS WAY FREEHOLD, NJ 07728
WATERWAYS: (OCEAN AND LAKES)	STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION LAND USE MANAGEMENT & COMPLIANCE PO BOX 439 TRENTON, NJ 08625-0439

JERSEY CENTRAL POWER AND LIGHT COMPANY
300 MADISON AVENUE
MORRISTOWN, NJ 07962-1911

NEW JERSEY NATURAL GAS COMPANY
1514 WYCKOFF ROAD
PO BOX 1464
WALL, NJ 07719

C/O GENERAL TAX DEPT.
PO BOX 5627
CHERRY HILL, NJ 08034

ENGINEERING DEPARTMENT
1501 18TH AVENUE
WALL, NJ 07719

PUBLIC WORKS & SEWER DEPT.
9 MAIN STREET
ASBURY PARK, NJ 07712

SHEET No.	DESCRIPTION
1	COVER SHEET
2	DIMENSION AND GRADING PLAN

(ASBURY AVE & MEMORIAL
& SUBDIVISIONS)

STATE HIGHWAY:
(RT 71, MAIN STREET)

WATERWAYS:
(OCEAN AND LAKES)

THOMAS DOWD, REGIONAL ENGINEER
NJ DOT - CENTRAL REGION PERMITS
100 DANIELS WAY
FRESHOLD, NJ 07728

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
LAND USE MANAGEMENT &
COMPLIANCE
PO BOX 439
TRENTON, NJ 08625-0439

RICHARD S. COHEN, SECRETARY & CORPORATE COUNSEL

JERSEY CENTRAL POWER AND LIGHT COMPANY

300 MADISON AVENUE

MORRISTOWN, NJ 07962-1911

OLETA HARDEN, SR., VICE PRESIDENT AND SECRETARY

NEW JERSEY NATURAL GAS COMPANY

1514 WYCKOFF ROAD

PO BOX 1464

WALL, NJ 07719

NEW JERSEY-AMERICAN WATER COMPANY, INC.

C/O GENERAL TAX DEPT.

PO BOX 5627

CHERRY HILL, NJ 08034

CABLEVISION

ENGINEERING DEPARTMENT

1501 18TH AVENUE

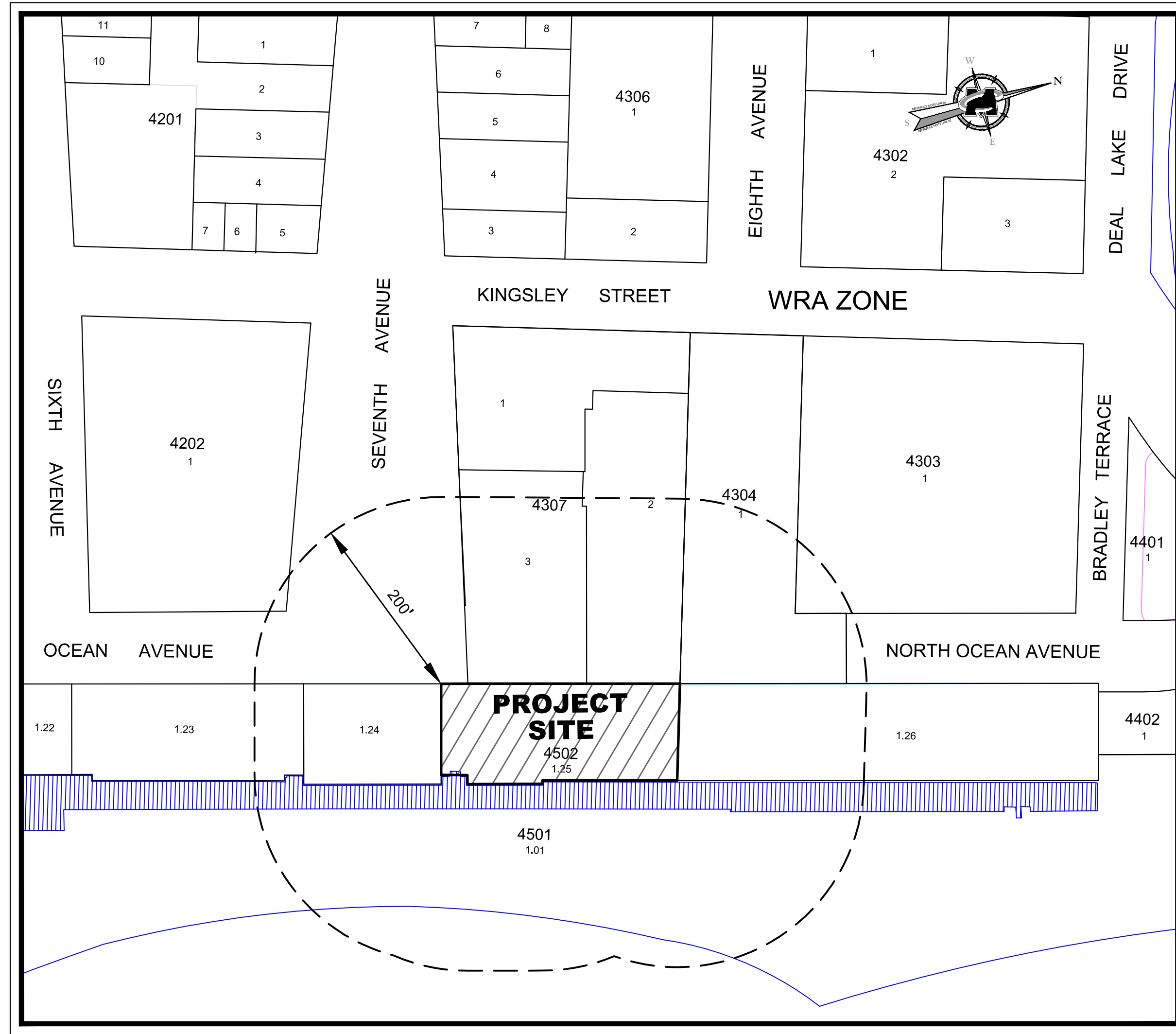
WALL, NJ 07719

ASBURY PARK ENGINEERING

PUBLIC WORKS & SEWER DEPT.

9 MAIN STREET

ASBURY PARK, NJ 07712



ENGINEER

DATE _____

WRA – WATERFRONT REDEVELOPMENT AREA



1"=1,000' (APPROXIMATE)

[illegible]PRELIMINARY/FINAL
SITE PLAN

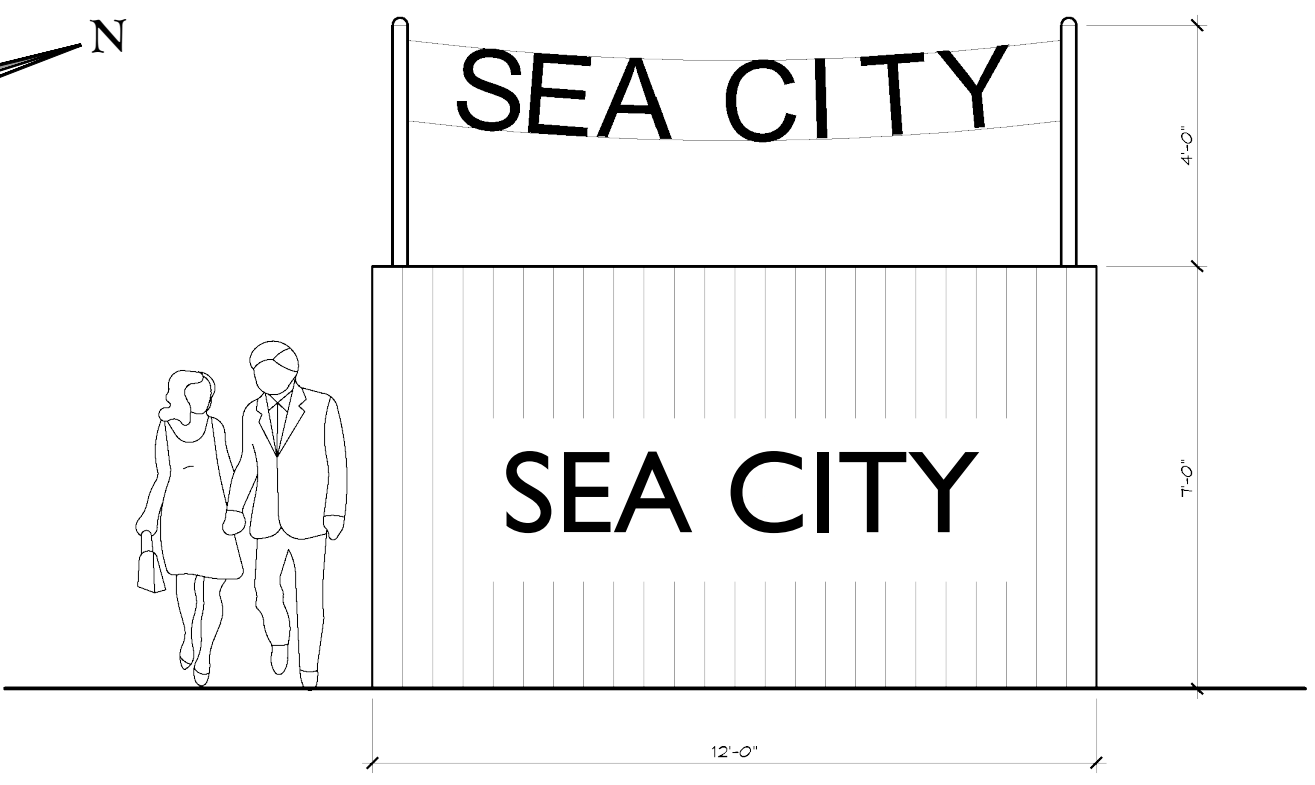
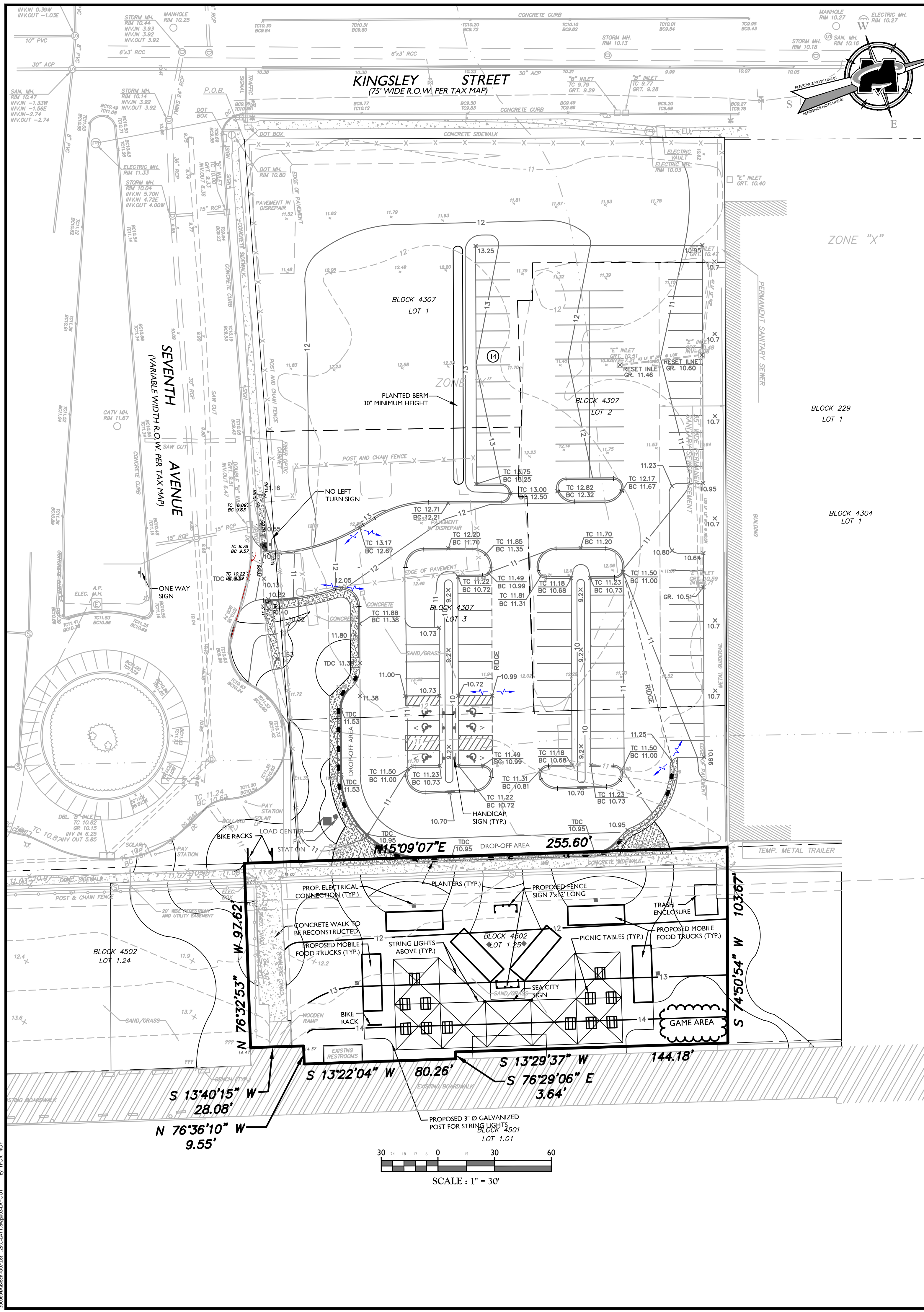
CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY



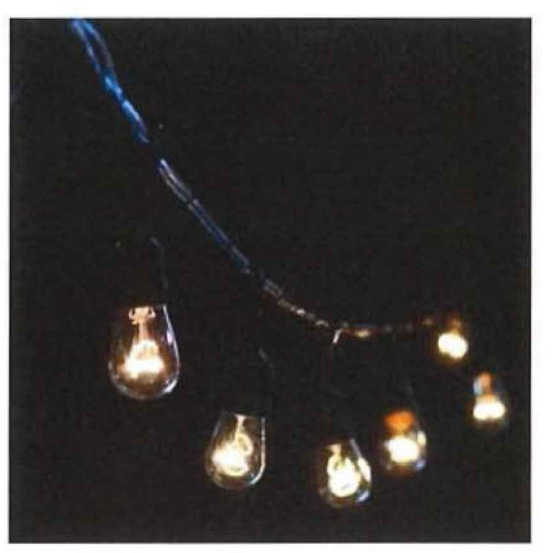
email: solutions@maserconsulting.com

SHEET TITLE:

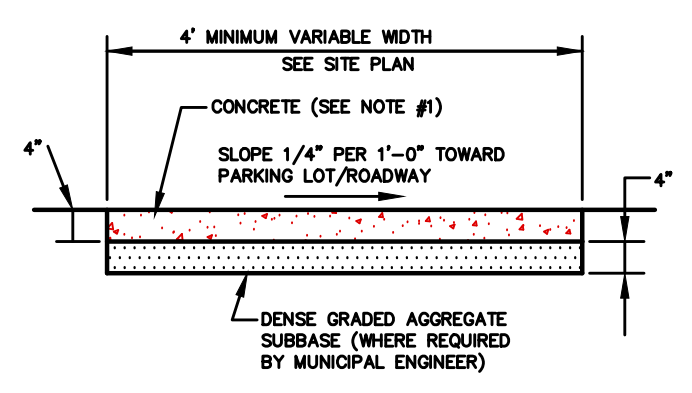
COVER SHEET



PROPOSED FENCE SIGN DETAIL
NTS

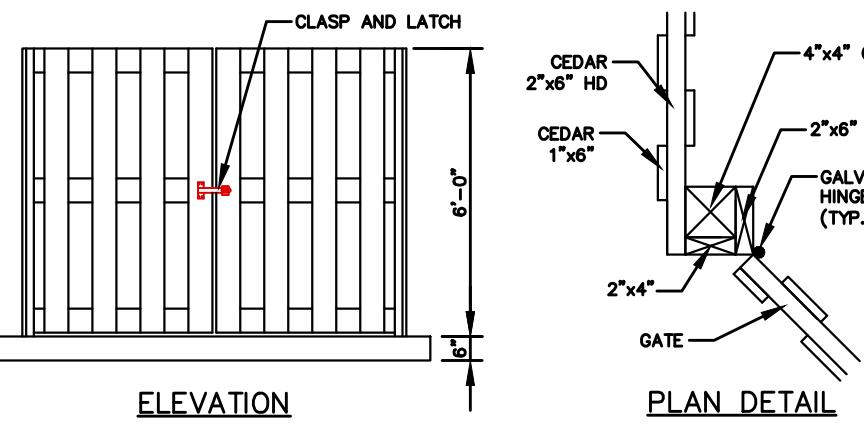
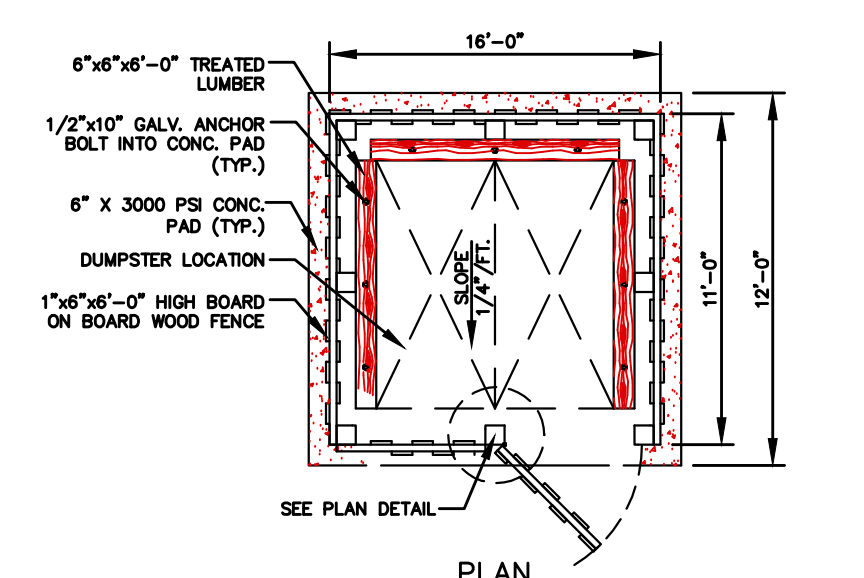


Commercial Grade Heavy Duty
Outdoor String Lights with
Incandescent Bulbs - 100FT, 50
Sockets

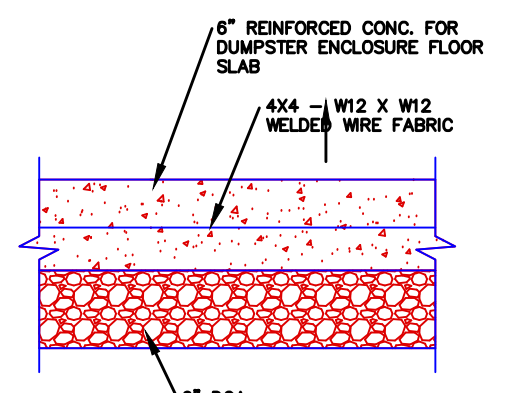


- NOTES:
1. CONCRETE TO TEST 4500 POUNDS PER SQUARE INCH MINIMUM ON 28 DAY COMPRESSIVE TEST
 2. ALL CONCRETE IS TO BE PROPERLY CURED USING A CURING COMPOUND, SALT HAY, BURLAP OR OTHER METHOD ACCEPTABLE TO MUNICIPAL ENGINEER.
 3. CONCRETE SLUMP TO BE A MAXIMUM OF 3 INCHES OR AS DIRECTED BY THE MUNICIPAL ENGINEER.
 4. CONCRETE IS TO BE BROOM FINISHED TO PROVIDE A NON-SLIP SURFACE.
 5. 1" DEEP CONTRACTION JOINTS ARE TO BE STRUCK AT 4' C-C.
 6. A HALF INCH EXPANSION JOINT OF A NON-EXTRUDABLE, FIBROUS BITUMASTIC MATERIAL SHALL BE PLACED ON 16 FOOT CENTERS MAXIMUM AND RECESSED MAXIMUM 1/4" BELOW THE SURFACE.
 7. CONTRACTORS TO NOTIFY MUNICIPAL ENGINEER TWO DAYS PRIOR TO POURING.
 8. A HALF INCH EXPANSION JOINT OF A NON-EXTRUDABLE, FIBROUS BITUMASTIC MATERIAL SHALL BE ADDED CONTINUOUSLY BETWEEN THE CURB AND SIDEWALK WHERE A GRASS AREA IS NOT PROVIDED.

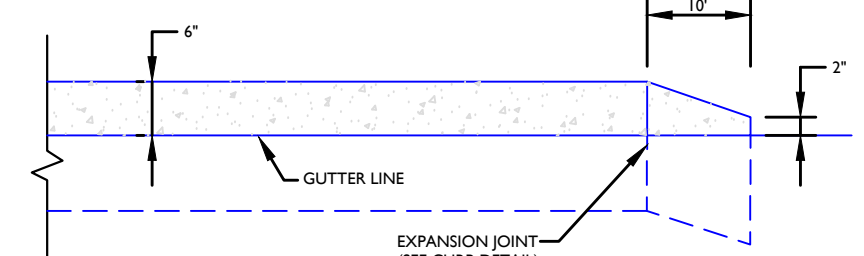
CONCRETE SIDEWALK DETAIL
N.T.S.



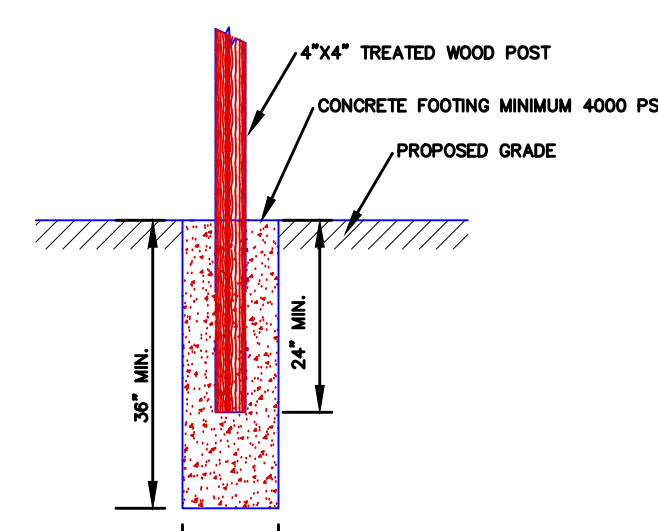
12'-0" X 16'-0" DUMPSTER
PAD ENCLOSURE DETAIL
N.T.S.



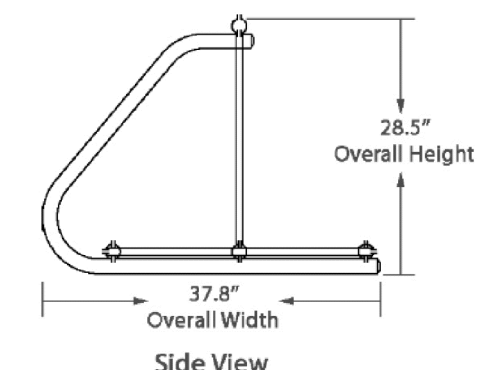
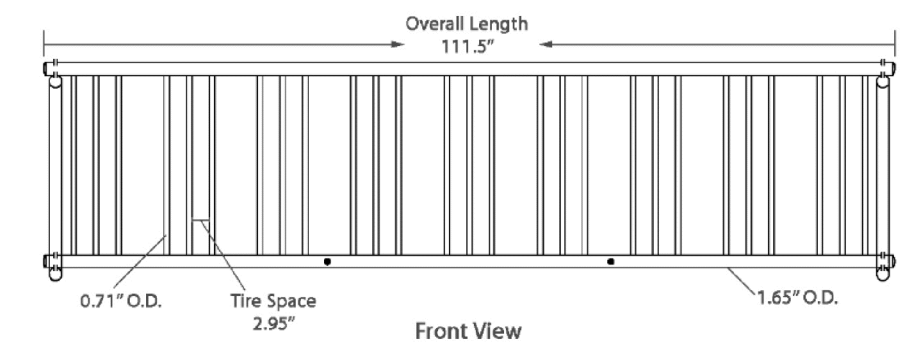
TYPICAL CONCRETE SLAB
SECTION AT
DUMPSTER ENCLOSURE
N.T.S.



CURB END TREATMENT DETAIL
N.T.S.



TYPICAL WOOD POST
FOUNDATION DETAIL
N.T.S.



BICYCLE RACK DETAIL
NTS
TRADITIONAL GALVANIZED BIKE RACK
18 BIKE (DOUBLE SIDED)

LEGEND			
EXISTING	TRaverse LINE, CENTER LINE OR BASELINE (LABEL AS SUCH)	PROPOSED	
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REV	DATE	DRAWN BY	DESCRIPTION
1	4/15/15	YP	REVISED FOR RESOLUTION COMPLIANCE
2	6/15/15	YP	REVISED ENCLOSURE DETAIL

ROBERT J. CURLEY
NEW JERSEY PROFESSIONAL
ENGINEER - LICENSE NUMBER: GE34705

PRELIMINARY/FINAL
SITE PLAN

FOR
**ASBURY PARTNERS, LLC
& MADISON ASBURY
RETAIL, LLC**
1100 OCEAN AVENUE
ASBURY PARK, NJ 07712
BLOCK 4502, LOT 1.25
TAX MAP SHEET 45
DATED 3/15/2012

CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

RED BANK OFFICE
Corporate Headquarters
331 Newman Springs Road
Suite 203
Red Bank, NJ 07701
Phone: 732.383.1950
Fax: 732.383.1964
email: solutions@maserconsulting.com

SCALE: AS SHOWN
DATE: 04/08/2015
DRAWN BY: PJC
CHECKED BY: RC

PROJECT NUMBER: 13000604A
DRAWING NAME: CLAYT

SHEET TITLE
**DIMENSION PLAN
AND GRADING PLAN**

SHEET NUMBER:
2 of 2



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-227

Amended and reinstated parking agreement between City and Asbury Partners, LLC for temporary waterfront parking lots.



RESOLUTION NO. 2022-227

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED PARKING AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARTNERS, LLC AND ITS WHOLLY OWNED SUBSIDIARIES AP WESLEY LAKE LLC, MF III ALBION, LLC, AND CAJUN FISH HOLDINGS, LLC

WHEREAS, Asbury Partners, LLC (hereinafter “Master Developer”) and the City of Asbury Park (hereinafter the “City”) are parties to a certain Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002, as amended (the “Redeveloper Agreement”) concerning the redevelopment of the City’s Waterfront Redevelopment Area; and

WHEREAS, on or about April 14, 2008, the Asbury Park Planning Board adopted three (3) Resolutions (the “Resolutions”) which granted temporary or interim preliminary and final site plan approval subject to conditions, for use as surface parking lots of certain properties located in the City’s Waterfront Redevelopment Area then designated on the official tax maps of the City as Block 144.04, Lot 1, Block 161, Lots 1, 2, 4, 6, 8 & 9, and Block 177, Lots 1-4 (collectively, the “Properties”); and

WHEREAS, pursuant to the Redeveloper Agreement, Master Developer either directly or through its wholly owned affiliates AP Wesley Lake LLC, MF III Albion, LLC, and Cajun Fish Holdings, LLC acquired and holds title to the Properties; and

WHEREAS, the Resolutions provided that use of the Properties as surface parking lots could not extend beyond October 1, 2012 without the written consent of the Mayor and City Council; and

WHEREAS, the Mayor and Council, acting as the City’s redevelopment entity, adopted a Resolution extending the interim/temporary use of said properties as surface parking lots through December 31, 2012, and then through December 31, 2016, however, parking on any property listed on the City’s Recreation and Open Space Inventory (“ROSI”) was expressly prohibited; and

WHEREAS, the City and Asbury Partners, LLC entered into two (2) prior agreements (the “Prior Agreements”) applicable to the Interim Use of the Properties, the first dated May 24, 2013 (as amended on June 14, 2014) and the second dated May 13, 2015; and

WHEREAS, the Properties are presently held by Master Developer or its wholly owned affiliates AP Wesley Lake LLC, MF III Albion, LLC, and Cajun Fish Holdings, LLC for future development and use in accordance with the terms of the Redeveloper Agreement and their locations within the City’s Waterfront Redevelopment Area render them particularly suitable for continuing use as public parking areas on an interim basis; and

WHEREAS, the City has determined that the continuing interim use of the Properties is necessary in order to accommodate and support the needs of diverse businesses operating in proximity to the Properties and their invitees, for the convenience of the public at large and to provide a potential additional source of revenue to the City; and

WHEREAS, the City and the Master Developer now wish to amend, and restate the Prior Agreements in their entirety by their entry into a Second Amendment to the Initial Agreement, which once becoming binding in accordance with its terms will supersede and replace the Prior Agreements; and

WHEREAS, a copy of the proposed Agreement is attached hereto and made a part hereof.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park, acting as the City’s Redevelopment Agency, as follows:

Section 1. Recitals. The recitals are fully incorporated herein.

Section 2. Approval of the Modification Agreement. The second modification to the Initial Agreement, substantially in the form attached hereto as Exhibit A (the “Modification Agreement”), is hereby approved and the execution of same is so authorized.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-227 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 12th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

AMENDED AND RESTATED PARKING AGREEMENT

This Agreement (the "Agreement") is made and entered into on _____, 2022 between Asbury Partners, LLC and its affiliates AP Wesley Lake LLC, MF III Albion, LLC, and Cajun Fish Holdings, LLC (having offices at 1100 Ocean Avenue, Asbury Park, N.J. 07712 (collectively the "Owner") and the City of Asbury Park having offices at One Municipal Plaza, Asbury Park, N.J. 07712 (the "City").

Recitals:

A. Asbury Partners, LLC as Master Developer and the City are parties to a certain Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002, as amended (the "Redeveloper Agreement") concerning the redevelopment of the City's Waterfront Redevelopment Area.

B. Pursuant to the Redeveloper Agreement, Owner either directly or through its wholly owned affiliates acquired and holds title to the properties identified on Exhibit A annexed to and made a part of this Agreement (the "Properties").

C. The Properties are presently held by the Owner for future development and use in accordance with the terms of the Redeveloper Agreement and their locations within the City's Waterfront Redevelopment Area render them particularly suitable for continuing use as public parking areas on an interim basis (the "Interim Use").

D. The City has determined that the Interim Use of the Properties is necessary in order to accommodate and support the needs of diverse businesses operating in proximity to the Properties and their invitees, for the convenience of the public at large and to provide a potential additional source of revenue to the City and the Owner has previously sought and obtained necessary entitlements to develop, improve and operate (or cause the Properties to be operated) for the Interim Use subject to and in accordance with the terms of this Agreement.

E. The City and the Owner previously entered into two (2) prior agreements (the "Prior Agreements") applicable to the Interim Use of the Properties, the first dated May 24, 2013 (as thereafter amended) and the second dated May 13, 2015. The parties desire to amend, and restate the Prior Agreements in their entirety by their entry into this Agreement which, which once becoming binding in accordance with its terms will supercede and replace the Prior Agreements.

For good and valuable consideration deemed to have been received by Owner and the City, the parties agree as follows:

1. Purpose: The City has determined that utilization of the Properties for the Interim Use during the Term (as hereinafter defined) serves the economic and other legitimate interests of the City and provides a convenience to the public at large. Accordingly, the City hereby ratifies the Owner's previously approved plans for the Interim Use of the Properties by the City's Planning Board.

2. Term: The Parties agree that the term (the "Term") of this Agreement will apply retroactively and commence on January 1, 2017, the expiration date of one previous agreement (the "Effective Date") and will continue (unless sooner terminated in accordance with its terms) as to each of the Properties until that date which is ten (10) years following the Effective Date. Notwithstanding any contrary term or provision contained in this Agreement, Owner reserves the right at any time during the Term to terminate this Agreement as to any or all of the Properties if, in Owner's sole judgment, any one or more of the Properties are required for redevelopment in accordance with the Redeveloper Agreement or any subsequent developer agreement, or the continued use and operation of any or all of the Properties results in the expenses of operation exceeding revenues from operation thereby resulting in an economic loss. Notice of termination shall be provided to the City ninety (90) days prior to such termination becoming effective.

3. Compliance: Owner shall comply with, and shall ensure that any operator complies with, all applicable laws, including but not limited to City ordinances.

4. License: The validity of this agreement is subject to Owner applying for and obtaining a Public Parking Lot License ("License") from the City, in accordance with § 7-40.2 and § 7-40.3 of the Municipal Code of the City of Asbury Park, NJ. The License shall expire annually on December 31st of each calendar year, and Owner shall be required to re-apply for a License on an annual basis. Owner shall comply with all of the terms and provisions of the License, and shall maintain appropriate insurance in compliance with § 7-40.4 of the Asbury Park Municipal Code. Additionally, Owner shall be required to pay licensing fees for the operation of the parking lots in conformance with § 7-40.5 of the Asbury Park Municipal Code. If, at any point, Owner fails to comply with any of the Licensing Requirements of the Asbury Park Municipal Code then the License may be revoked according to the procedure established in § 7-40.6.

5. Parking Operations: During the Term, Owner shall cause those Properties that remain subject to this Agreement to be operated for the Interim Use by a reputable, experienced professional parking operations firm designated by Owner following consultation with the City. The Owner and the City have consulted and agree that LAZ Parking continues to possess the requisite reputation, experience and qualifications to operate the Properties for the Interim Use. Owner shall determine the hours and days during which the Properties are operated for the Interim Use and any arrangements with third parties concerning the use of the Properties. Owner shall not be required to operate or staff the Properties at times or during hours when operations and staffing will result in economic loss to Owner.

6. Parking Charges: Charges imposed for parking at the Properties shall be reasonable, generally greater than rates charged for by the City for surface parking in proximity to the Properties in the City of Asbury Park, New Jersey and as recommended by Owner's designated parking operations firm after consultation with the Owner and the City. Such charges shall be subject to approval by the Owner and the City (which approval shall not be unreasonably withheld, delayed or conditioned) through the City's annual parking lot licensure process. Owner shall not deviate from the charges imposed for parking at the Properties in excess of that set forth in his/her application for a License unless it has notified the City Clerk in writing of the change at least forty-eight (48) hours prior to the effective date of the change, and posted signs showing such increase in the same manner as set forth in § 7-40.7 of the City's Municipal Code. Owner shall

have the right during the Term to: (i) abate or reduce parking charges for employees, management and owners of local businesses operating establishments in proximity to the Properties; (ii) abate or reduce parking charges during periods between Labor Day and Memorial Day (iii) establish special parking rates for patrons of public and private events held at venues proximate to the Properties; and (iv) set variable fees based on demand. If Owner proposes to charge for parking on any of the Properties between October 1st and May 1st, Owner agrees to obtain prior approval from the Mayor and City Council. A request for such approval shall be made in writing to the City Manager, at least thirty (30) days in advance of the date upon which such parking charges for any of the Properties are proposed.

7. Parking Revenue Allocation: All revenue and expenses provided for in this paragraph arising from the Interim Use of the Properties shall be accounted for annually by the Owner based upon periodic written reports produced monthly in arrears containing information in reasonable detail concerning income and expenses for the prior month prepared by its designated parking operations firm. Copies of such reports shall be provided to the City within ten (10) days following Owner's receipt of such reports. Owner shall provide the City with separate reports for each Property and a separate report of the aggregate of all Properties including details of the items in this Sections 5. The annual gross revenue realized from the Interim Use of all of the Properties during each full or partial calendar year of the Term shall be accounted for, paid and distributed based upon the following order of priority:

a. To the payment of applicable sales tax imposed by and due to the State of New Jersey in connection with the revenues received from the Interim Use of the Properties.

b. To the payment of (i) all costs of operating the Properties including, but not limited to, management fees, wages, salaries and benefits, supplies, utility costs and (ii) to the refund of all expenditures (including both hard and soft costs) whenever made by Owner to entitle, construct, equip, improve and maintain the Properties for the Interim Use (the items set forth in clause (ii) being the "Owner's Investment").

c. Real property taxes and water and sewer charges assessed against the Properties by the City.

d. Payment to the City of a sum of money up to but not exceeding fifteen (15%) percent of annual gross revenue (on a noncumulative basis) resulting from the operation of the Properties for the Interim Use during the preceding calendar year which sum of money shall be computed and remitted solely from the balance of annual gross revenue remaining after all costs and expenses identified in subparagraphs 5. a., b., and c. have been fully paid and/or recovered by Owner; (ii) Owner has recouped one hundred percent (100%) of Owner's Investment and (iii) Owner has received a cumulative annual return on Owner's Investment equal to fifteen percent (15%) per annum. In the event that annual gross revenue is not sufficient to pay all costs and expenses identified in subparagraphs 5. a., b., c. and d. (which includes the agreed upon annual return on Owner's Investment) then no sum shall be due or payable to the City and any shortfall shall be carried forward to the subsequent year(s) of the Term until the shortfall is recouped by Owner. The liability of Owner for payment(s) due to the City shall be strictly limited to and enforceable solely out of its interest in annual gross revenue resulting from the operation of its Properties for the Interim Use and shall not be enforceable against any of its other assets.

- e. Any remaining funds shall be the sole property of the Owner.

Any payment due to the City shall be made within fifteen (15) days following Owner's delivery of an annual reconciliation report to the City. Such report shall be provided within sixty (60) days after the end of each full or partial calendar year during the Term.

8. Default and Remedies: If either party defaults in the performance of its obligations under this Agreement, the party alleging the default shall provide a notice containing a reasonably detailed statement describing such default to the other party. If the default relates to the failure to pay money when due, such default shall be cured within ten (10) days following receipt of such notice. If the default relates to a failure to comply with the terms of this Agreement (other than the payment of money), such default shall be cured within ten (10) days following receipt of such notice provided that if the default cannot be cured within such period, no default shall be deemed to have occurred if cure action is promptly commenced and diligently prosecuted to conclusion at the earliest practicable date.

In the event that a default is not timely cured, then the non-defaulting party shall have the right to terminate this Agreement, to seek specific performance and/or to pursue any available legal or equitable remedy including suit for the recovery of money alleged to be due and owing. A default under this Agreement shall not constitute a default of the Redeveloper Agreement.

9. Further Assurances/Administration: Each party to this Agreement shall, upon reasonable request from any other party, execute and deliver such other documents, instruments or agreements and/or take such other actions as shall be reasonably necessary, and otherwise reasonably cooperate with the requesting party, in order to carry out the intent and purposes of this Agreement and/or to confirm, memorialize, effectuate, implement or otherwise evidence the agreements of the parties set forth in this Agreement.

10. Notices: All notices and other communications and deliverables hereunder shall be in writing and shall be sent by hand delivery, by certified mail, return receipt requested, by regular mail, postage prepaid or by overnight mail (providing receipt against delivery) to the parties at the following addresses:

To the City	One Municipal Plaza Asbury Park, NJ 07712 Attn: City Manager
with a copy to:	Maraziti Falcon, LLP 240 Cedar Knolls Road, Suite 301 Cedar Knolls, NJ 07927 Attn: Joseph J. Maraziti, Jr., Esq. and Joanne Vos, Esq.
To Owner:	Asbury Partners, LLC

1089 Ocean Ave.
 3rd Floor
 Asbury Park, NJ
 07712
 Attn: Brian Cheripka, Senior Vice President

with a copy to: Gibbons P.C.
 141 W. Front Street, Suite 240
 Red Bank, New Jersey 07701
 Attn: Jennifer Phillips Smith, Esq.

or to such changed address as may be fixed by notice. All notices and other communications hereunder shall be deemed to have been given when actually received or refused by the party to which they were addressed.

11. Governing Law, Forum Selection, and Waiver of Jury Trial. The City and the Owner agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Monmouth County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

12. Counterparts: This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by PDF or facsimile shall have the same binding effect as delivery of an executed original.

13. No Assignment: This Agreement may not be assigned by either party without the express prior written consent of the other party.

14. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns.

15. Entire Agreement; Amendments: This Agreement and the documents referred to herein contain the entire agreement among the parties with respect to the subject matter hereof. This Agreement supercedes and replaces the Prior Agreements. This Agreement may not be modified or amended except in a writing signed by all parties hereto.

16. Rule of Construction: The parties hereby acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the

effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, exhibits or schedules hereto.

17. Recitals: The recitals contained in this Agreement are incorporated into and made part of the substance of this Agreement.

18. Severability: In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction or by law, such determination shall not render this Agreement invalid or unenforceable and the remaining provisions hereof shall continue in full force and effect and unaffected thereby.

19. Attorneys' Fees: Each party shall be responsible for its own attorneys' fees in connection with the preparation, negotiation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

20. No Default: The City and the Owner agree that no default on the part of either party exists under the Prior Agreements and that neither party is aware of any event or circumstance which with the passage of time or the giving of notice, or both, would constitute a default under the Prior Agreements.

21. Binding Effect: This Agreement shall not be binding on the City or the Owner unless and until the City's governing body shall have taken such official action as may be required by applicable law to authorize its execution, the City and the Owner shall have executed and delivered this Agreement.

22. Authority: The parties represent and warrant that they are authorized to enter into and perform this Agreement in accordance with its terms.

*[Parking Agreement -
signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth on the first page hereof.

ASBURY PARTNERS, LLC

By: _____
 Name: Brian A. Cheripka
 Title: Senior Vice President

AP WESLEY LAKE LLC

By: _____
 Name: Brian A. Cheripka
 Title: Authorized Signatory

MF III ALBION, LLC

By: _____
 Name: Brian A. Cheripka
 Title: Authorized Signatory

CAJUN FISH HOLDINGS, LLC

By: _____
 Name: Brian A. Cheripka
 Title: Authorized Signatory

THE CITY OF ASBURY PARK

By: _____
 Name: Hon. John Moor
 Title: Mayor

Exhibit A
The Properties

Carousel Lot <i>Block 3803, Lot 1</i> <i>Block 4503, Lot 1</i>
Wonder Bar Lot <i>Block 4105, Lot 4</i> <i>(incorrectly referred to as Lot 1)</i>
Stone Pony Lot <i>Block 4004, Lots 1, 2, 3¹</i> <i>(Between Asbury Ocean Club and the Stone Pony)</i>
Kingsley North End <i>Block 4307, Lots 1-3²</i> <i>Block 4502, Lot 1.25</i>
Lake & Grand <i>Block 3103, Lot 1³</i>
Empress <i>Block 3904, Lot 1</i>

¹ Lot 3 owned by **MF III Albion, LLC**

² Lot 3 owned by **Cajun Fish Holdings, LLC**

³ Lot 1 owned by **AP Wesley Lake, LLC**

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-228

Municipal Council endorses the construction of a municipal firehouse at Block 608, Lot 1.



RESOLUTION NO. 2022-228

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

RESOLUTION ENDORSING THE CONSTRUCTION OF A MUNICIPAL FIREHOUSE AT BLOCK 608, LOT 1

WHEREAS, the City of Asbury Park desires to construct a new modern state of the art firehouse and fire safety training facility out of necessity; and

WHEREAS, the City owns Block 608, Lot 1 (aka “the site”) which serves as an underutilized parking lot; and

WHEREAS, the City retained Shore Point Architecture to design a new firehouse at the site; and

WHEREAS, on April 27, 2022 at the regular Workshop Meeting of the Asbury Park Municipal Council, the City, represented by T&M Associates, as City Engineer, and Shore Point Architecture, PA, presented the design of a new firehouse at the site to the Municipal Council; and

WHEREAS, the Asbury Park Municipal Council is in favor of the design presented and desires to have a new firehouse constructed at the site; and

WHEREAS, the Asbury Park Municipal Council wishes to endorse the project as presented; and

WHEREAS, the City will present the design to the Planning Board for review and recommendation.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED, by the Mayor and the City Council of the City of Asbury Park, that the Mayor and Council hereby endorse and recommend the construction of a firehouse as presented at the Workshop meeting of April 27, 2022 on Block 608, Lot 1.

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize the presentation of this project to the Planning Board for review and recommendation.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-228 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

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

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-229

Resolution of Support of Build Back Better Legislation



RESOLUTION NO. 2022-229

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

RESOLUTION URGING CONGRESS TO INCLUDE FUNDING FOR AFFORDABLE HOUSING IN THE FEDERAL “BUILD BACK BETTER” LEGISLATION (H.R. 5376).

WHEREAS, housing insecurity has long been a substantial threat to the public’s health, safety and welfare, and the COVID-19 pandemic (the “pandemic”) has served to highlight and heighten the dangers associated with this housing crisis; and

WHEREAS, the pandemic has caused untold economic hardship for New Jersey residents and communities, including the City of Asbury Park (the “City”), who, through no fault of their own, have been faced with the threat of foreclosures and evictions; and

WHEREAS, many people have suffered and struggled due to the physical, emotional and economic impacts of the pandemic; however, people of color, especially women of color and other marginalized renters, have been disproportionately impacted by the COVID-19 virus and its effect on the housing crisis; and

WHEREAS, in New Jersey, in order to afford a modest, two-bedroom apartment, on average, a renter would need an income of approximately \$31.96 per hour; however, this is often far above the income of many working families, seniors, and people with disabilities in this State; and

WHEREAS, only a small percentage of households eligible for rental assistance receive such assistance due in large part to decades of chronic underfunding; and

WHEREAS, addressing the housing crisis and bridging the gap between incomes and housing costs through the expansion of rental assistance programs is of utmost importance; and

WHEREAS, on September 27, 2021, the United States House of Representatives introduced H.R. 5376 (also referenced as the “legislation”), commonly referred to as the “Build Back Better Act,” which would provide funding and establish programs relating to a broad array of areas, including among others, housing, education, labor, childcare, health care, taxes, immigration and the environment; and

WHEREAS, the legislation was passed by the U.S. House of Representatives on November 19, 2021; and

WHEREAS, Congress is currently considering the Build Back Better agenda which could provide a once-in-a-lifetime investment in housing affordability, stability and security, and lay the foundation to help make New Jersey a more affordable place to life for generations to come; and

WHEREAS, by including mechanisms in the Build Back Better economic recovery package to expand rental assistance programs and address the severe shortage of affordable housing for people with the lowest incomes, Congress could help to bridge the gap between wages and housing costs for the City's lowest-income and most marginalized households; and

WHEREAS, it is therefore critical that Congress make a robust investment in housing affordability in any budget reconciliation bill similar to what was passed by the U.S. House of Representatives in the "Build Back Better Act," including an expansion of rental assistance by \$25 billion to serve 300,000 additional households; \$65 billion to repair public housing, which is home to 2.5 million residents; and \$15 billion in the national Housing Trust Fund to build and preserve 150,000 homes affordable to people with the greatest needs.

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

1. That the Mayor and Council do hereby urge the United States Congress to include in the Build Back Better economic recovery package funding to expand rental assistance programs, and build, repair, and preserve affordable homes in order to reach and provide greater assistance to more people in need of affordable housing.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Majority Leaders of the United States Senate;
 - b. Minority Leaders of the United States Senate;
 - c. Speaker of the United States House of Representatives;
 - d. Minority Leader of the United States House of Representatives;
 - e. All members of the United States Congress elected by the State of New Jersey;
 - f. New Jersey Governor Phil Murphy;
 - g. Senate President Nicholas P. Scutari;
 - h. Speaker of the General Assembly Craig J. Coughlin;
 - i. Senator Vin Gopal;
 - j. Assemblywoman Kim Eulner;
 - k. Assemblywoman Marilyn Piperno;
 - l. Senator Nellie Pou;
 - m. New Jersey League of Municipalities;
 - n. Donna M. Vieiro, City Manager; and
 - o. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-229 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 12th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-231



RESOLUTION NO. 2022-231

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

RESOLUTION TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK AND AP FIVE PROP HOLDINGS, LLC

WHEREAS, the City of Asbury Park (hereinafter the “City”) acting under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), has declared a portion of the City as an area in need of redevelopment which in general terms encompasses the property between Grand Avenue and the beachfront, consisting of approximately 230 acres known as the Waterfront Redevelopment Area (“Redevelopment Area”); and

WHEREAS, the City acting under the Redevelopment Law and predecessor statutes, has adopted a redevelopment plan for the Waterfront Redevelopment Area known as the Waterfront Redevelopment Plan on November 7, 1984 which has been subsequently amended, restated and superseded on March 15, 2002, and which may be further amended from time to time (“Redevelopment Plan”); and

WHEREAS, AP Five Prop Holdings LLC (“Landlord”) is an affiliate of Asbury Partners, LLC which is the Master Redeveloper of the Redevelopment Area; and

WHEREAS, Landlord is the owner of certain parcels of real property in the Redevelopment Area, and as pertains to this Lease, is the owner of Block 4302, Lot 2 as set forth on the Tax Map of the City of Asbury Park which is commonly known as 201-203 Eighth Avenue (the “Property”); and

WHEREAS, the City desires to lease that portion of the Property, as identified in the Boundary Survey prepared by Maser Consulting dated June 5, 2017, attached to the Lease Agreement as Exhibit A, from Landlord and Landlord desires to lease the same to the City upon the terms and conditions contained within the Lease Agreement; and

WHEREAS, the City previously adopted a Resolution authorizing a lease between the City and Landlord for the City’s lease of approximately 28,050 sf on the southeasterly portion of Block 4302, Lot 2 on the Asbury Park Tax Map, commonly known as 201-203 Eighth Avenue (the “Leased Premises”), and expiring on or about September 15, 2021; and

WHEREAS, the Parties now desire to enter into this new Lease for the Leased Premises upon the terms and conditions contained in the Lease Agreement.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and the State of New Jersey on this ____ day of _____, 2022 as follows:

Section 1. Recitals. The recitals are fully incorporated herein.

Section 2. Approval of the Lease Agreement. The City of Asbury Park, acting as tenant, is hereby authorized to execute a Lease Agreement with AP Five Prop Holdings LLC, acting as landlord, for the lease of approximately 28,050 sf on the southernly portion of Block 4302, Lot 2, commonly known as 201-203 Eighth Avenue, for a period of two (2) years, and subject to all of the conditions set forth in the Lease Agreement, in substantially the form appended to this Resolution. The Lease Agreement appended to this Resolution is hereby incorporated into the record.

Section 3. Permitted Use. The Leased Premises shall solely be used for the purpose of supporting the City of Asbury Park's beach front operations and other similar municipal services, and further, the City of Asbury Park shall be permitted to erect temporary structures upon the Leased Premises, such as a pole barn or such similar structure, for storage purposes.

Section 4. Rent. The City of Asbury Park shall pay rent in the amount of \$1.00 per year to AP Five Prop Holdings LLC.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-231 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 12th DAY OF May, 2022.

MELODY HARTSGROVE
CITY CLERK

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made, entered into and made effective as of [____], 2022 ("Effective Date"), by and between AP FIVE PROP HOLDINGS, LLC, a New Jersey limited liability company having an office at c/o iStar, Inc. at 1089 Ocean Avenue, 3rd Floor, Asbury Park, New Jersey 07712 ("Landlord") and the CITY OF ASBURY PARK, a municipal corporation of the State of New Jersey with an address at One Municipal Plaza, Asbury Park, New Jersey 07712 ("Tenant"). Each of Landlord and Tenant are sometimes referred to as a "Party" and collectively as the "Parties".

Recitals

A. Tenant acting under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), has declared a portion of the City as an area in need of redevelopment which in general terms encompasses the property between Grand Avenue and the beachfront, consisting of approximately 230 acres known as the Waterfront Redevelopment Area ("Redevelopment Area").

B. Tenant acting under the Redevelopment Law and predecessor statutes, has adopted a redevelopment plan for the Waterfront Redevelopment Area known as the Waterfront Redevelopment Plan on November 7, 1984 which has been subsequently amended, restated and superseded on March 15, 2002, and which may be further amended from time to time ("Redevelopment Plan").

C. Landlord is an affiliate of Asbury Partners, LLC which is the Master Redeveloper of the Redevelopment Area.

D. Landlord is the owner of certain parcels of real property in the Redevelopment Area, and as pertains to this Lease, is the owner of Block 4302, Lot 2 as set forth on the Tax Map of the City of Asbury which is commonly known as 201-203 Eighth Avenue (the "Property").

E. Tenant desires to lease that portion of the Property, as outlined in blue in the Boundary Survey prepared by Maser Consulting dated June 5, 2017, attached hereto as Exhibit A, from Landlord and Landlord desires to lease the same to Tenant upon the terms and conditions contained herein.

F. Landlord and Tenant previously entered into a lease Tenant's lease of the Leased Premises (as defined below), which expired on September 15, 2021.

G. The Parties desire to enter into this new Lease upon the terms and conditions contained herein.

The Parties, intending to be legally bound, and in consideration of the mutual promises set forth herein, do hereby agree as follows:

1. Incorporation of Recitals. The Recitals are true and correct and are hereby incorporated by this reference as if fully set forth in the body of this Lease.

2. Leased Premises. The Leased Premises consist of approximately 28,050 sf on the southeasterly portion of Block 4302, Lot 2, and as depicted on **Exhibit A** attached hereto, and are commonly known as 201-203 Eighth Avenue (the “Leased Premises”).

3A. Term of Lease. The term (“Term”) of this Lease shall be for two (2) years commencing on September 16, 2021 (“Commencement Date”) and shall continue, unless sooner terminated, until the earlier to occur of the following events:

- (i) Two (2) years from the Commencement Date, being, 11:59PM on September 16, 2023 (“Expiration Date”); or
- (ii) Upon thirty (30) days’ advance written notice from Tenant that the Leased Premises are no longer required for Tenant’s use, the use being the Permitted Use as defined in Section 5(a) (“Non-necessity Date”); or
- (iii) Upon sixty (60) days’ advance written notice from Landlord that possession of the Leased Premises is necessary for any project to be performed by the Landlord, any affiliate of Landlord or another party (“Termination Date”, the Expiration Date and the Non-necessity Date are collectively referred to as the “Conclusion Date”); or
- (iv) As otherwise provided in this Lease.

3B. Extension of Term. Provided that Tenant is not in default under the terms of this Lease, that no condition exists that given the passage of time or notice to Tenant would constitute a default under this Lease, and no notice referenced in paragraph 3A(ii) or (iii) has been given, Tenant may, upon sixty (60) days’ written notice to Landlord prior to the expiration of the Term, request an extension of the Term of this Lease. Landlord shall promptly grant or deny any such request for an extension in its sole and absolute discretion. In the event Landlord grants any such request for an extension, any extended Term shall be subject to the terms of this Lease (as same may be amended) and such extension shall not be binding unless memorialized in writing in an amendment to this Lease executed by Landlord and Tenant (“Extension Term”).

4. Rent. Tenant shall pay rent in the amount of \$1.00 per year, Additional Rent as required pursuant to the terms of this Agreement and shall observe and perform all obligations of Tenant under this Lease.

5. Grant of Lease; Permitted Use by Tenant.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises for the purpose of supporting Tenant’s beach front operations and other similar municipal services, and further, Tenant shall be permitted to erect temporary structures upon the Leased Premises, such as a pole barn or such similar structure, for storage purposes (the “Permitted Use”). Tenant acknowledges and agrees that Landlord makes no representations that the Permitted Use is lawful and assumes no responsibility or liability in connection with the operation of the Permitted Use on the Leased Premises or the construction of any structures thereupon associated with the Permitted Use. Unless otherwise agreed by Landlord, upon

vacation of the Leased Premises, Tenant shall remove any temporary structures that it shall have erected thereupon.

(b) Tenant is permitted to sublease all, or a portion of, the Leased Premises to other entities that are contracted by the City to provide services, equipment and/or materials in relation to the Permitted Use; provided that the City shall remain responsible for the performance of this Lease.

(c) Tenant acknowledges and agrees that Landlord uses a portion of the Leased Premises to store artifacts on behalf of Tenant and that such storage use may be continued by Landlord during the Term.

6. Landlord Representations/ No Responsibilities.

(a) Landlord shall have absolutely no responsibility to maintain, repair, operate, monitor or otherwise oversee the use of the Permitted Use or the Leased Premises. Any and all costs associated with the approval, operation, maintenance, management, or oversight of the Permitted Use shall be borne solely by Tenant. Landlord shall have no responsibility for the conformity of the Permitted Use with any provision of any applicable law, rule, regulation or ordinance. Tenant shall indemnify and hold harmless Landlord for any and all violations, fines, or penalties issued by a governmental entity arising solely out of the Permitted Use of the Property by Tenant or a Tenant Party. A "Tenant Party" shall mean Tenant and any subtenants and occupants of the Lease Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees.

(b) Quiet Enjoyment. Subject to the terms of this Lease and Tenant's performance of its obligations under this Lease during the Term, the Landlord covenants that Tenant may lawfully and peaceably use and occupy the Leased Premises without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Leased Premises (or right to use and occupy the Leased Premises) superior to Tenant.

7. Tenant Representations/Responsibilities.

(a) Tenant shall, at all times and at its sole cost and expense, operate the Permitted Use and Leased Premises in conformance with all applicable laws, rules and regulations;

(b) Abide by all terms and conditions of this Lease applicable to Tenant; and

(c) Pay when due as additional rent, or at Landlord's option, reimburse Landlord within thirty (30) days following request therefore, for all charges for utilities supplied to or consumed on the Leased Premises including without limitation, water and sewer charges and the cost of electricity and gas.

8. Maintenance and Repairs; Liens.

(a) Tenant shall, at Tenant's sole cost and expense, be responsible for the management, maintenance, repair and replacement of the Leased Premises throughout the Term,

including without limitation, all ordinary, extraordinary, structural, and non-structural repairs and replacements and including lighting, fencing, sidewalks, cleaning, removal of refuse and debris, grass cutting, drainage, and snow removal, such that same are at all times operated in an attractive, clean and safe condition (collectively, “Tenant Maintenance Obligations”). In the event of any casualty, damage, personal injury or death at the Leased Premises coming to the attention of the Tenant, Tenant shall immediately contact Landlord and provide detailed information of such incident.

(b) Tenant shall keep the Leased Premises at all times free and clear of any and all liens under the New Jersey Construction Lien Law arising out of the construction, repair, maintenance or operation of the Leased Premises or otherwise and shall not permit any Notices of Unpaid Balance to be filed against the Leased Premises and if any are filed, Tenant shall cause any lien or claim which could give rise to a lien to be discharged within thirty (30) days after receiving notice of same. In the event that the City of Asbury Park or any other governmental authority imposes any tax, assessment, fee or cost upon the use or operation of the Leased Premises, Tenant shall be solely responsible for payment of same.

(c) Except in *de minimis* quantities as may be reasonably and customarily necessary to support the Permitted Use, neither Tenant nor any Tenant Party shall use, handle, store, treat or transport any materials or substances on, at, to or under the Leased Premises, the Temporary Facilities and/or the Property, that are deemed to be hazardous under any federal, state, or local laws, rules, regulations, ordinances or directives (hereinafter “Environmental Laws”). In the event of a “discharge” (as same is defined under applicable Environmental Laws) during the Term by Tenant or any Tenant Party of a hazardous material or substance on, at, under or emanating from the Leased Premises, or other violation of Environmental Laws not caused by Landlord’s acts, Tenant shall, at its sole cost and expense, promptly remediate any environmental contamination caused by such discharge or otherwise remedy any material violation of Environmental Laws to return the Leased Premises to substantially the same condition that existed immediately prior to said discharge. The remediation, upon consent of Landlord, which shall not be unreasonably withheld, conditioned, or denied, may incorporate institutional and engineering controls in accordance with applicable Environmental Laws.

9. Insurance.

(a) Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Leased Premises or do or permit anything to be done at the Leased Premises which would (i) violate the requirements of any insurance rating association, (ii) violate any condition imposed by then-effective insurance policies, (iii) result in an increase in insurance rates, or (iv) result in insurance companies of good standing refusing to insure the Leased Premises in amounts reasonably satisfactory to Landlord and Tenant or as required under this Lease.

(b) Throughout the Term, Tenant shall, at Tenant’s cost and expense, provide and cause to be maintained the insurance listed below. Tenant may, at its option, elect to provide the insurance described below as part of a comprehensive policy covering other property owned or leased by Tenant or operations of Tenant, so long as the level and amounts of coverage

available thereunder are not diminished below the standards set forth herein and the requirements hereof are met.

(1) comprehensive general public liability insurance (including blanket contractual liability coverage) insuring against losses on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the condition, use or occupancy of, the Leased Premises by Tenant, and its agents, contractors, employees, licenses, customers, invitees and members of the public. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in New Jersey and having limits of not less than \$2,000,000.00 combined single limit per occurrence and of not less than \$4,000,000.00 in the aggregate;

(2) “special form” insurance (formerly known as “all-risk”) insurance covering the improvements to the Leased Premises and/or the Tenant’s respective equipment and all other items of personal property of Tenant located on, in or about the Leased Premises and/or the Temporary Facility;

(3) Worker’s Compensation Insurance, Employer’s Liability Insurance and all other insurance coverage of similar character applicable or relating to the employment of Tenant’s officers, employees, agents or independent contractors; and

(c) All insurance policies required to be carried by Tenant pursuant to this Lease shall include the following provisions: (a) that the policy may not be cancelled or materially reduced in amount or coverage without endeavoring to provide at least thirty (30) days’ prior written notice by the insurer to each insured and any additional insureds.

(d) Tenant shall provide to the Landlord certificates, and any other evidence reasonably requested, of the policies required to be maintained pursuant to this Lease. Such certificate(s) shall adequately describe and evidence all the provisions set forth in this Section 9. All policies and certificates of insurance provided for under this Lease shall name the Landlord as an additional insured. Landlord acknowledges and agrees that nothing contained herein shall be deemed a waiver of Tenant’s immunities at common law and under N.J.S.A. 59:1-1 et seq. (the “Tort Claims Act”) as to persons other than Landlord. With respect to Tenant’s obligations to Landlord, tenant waives any such rights of immunity granted by statute or common law.

(e) If Tenant fails to maintain the insurance as required herein, the same may be purchased by the Landlord at the expense of the Tenant, and the expense therefor incurred shall be deemed to be additional rent and shall be paid within ten (10) days after rendition of a bill or statement therefor.

(f) Tenant hereby waives any right that it may have against, and hereby releases Landlord and its affiliates, partners, principals, managers, members, officers, agents, employees, stockholders, and servants (collectively referred to herein as the “Landlord Parties”) from any and all liability for loss, damage or injury in or about the Leased Premises except for gross negligence or intentional misconduct of the Landlord Parties.

(g) Whenever any loss, damage, cost or expense is incurred by Tenant and Tenant is covered or required to be covered by insurance. Tenant releases Landlord from any

liability it may have and waives any right of subrogation, against Landlord which may otherwise exist.

10. Casualty. In the event that the Leased Premises are damaged by fire or other casualty, either Party shall have the option to terminate this Lease (which election to terminate shall be made within 30 days after the casualty giving rise to such right to terminate). In the event neither Tenant nor Landlord elects to terminate this Lease, Tenant shall reasonably repair, rebuild and restore the damaged portions of any improvements that may be located on the Leased Premises to substantially the same condition that existed immediately prior to said fire or other casualty as soon as practicable using commercially reasonable efforts after the casualty and Tenant's obligations under this Lease shall continue in full force and effect, without modification.

11. Condemnation. In the event all or part of the Leased Premises is taken by eminent domain or conveyed in lieu thereof such that the remainder of the Leased Premises cannot reasonably be used for the Permitted Use, either Party shall have the right to terminate this Lease, and Tenant shall not be entitled to share in any award or compensation paid in connection therewith, provided that, Tenant shall be entitled to relocation costs and related costs provided that same shall not reduce or affect the Landlord's award.

12. Events of Default; Remedies.

(a) Event of Default by Tenant: Any one or more of the following shall constitute an "Event of Default" by Tenant under this Lease:

(1) Failure by Tenant to maintain the insurance required hereby.

(2) Failure by Tenant to perform or observe any material provision, covenant or condition contained in this Lease which failure shall continue for a period of ten (10) days after written notice thereof; provided, however, that if the obligation (other than the payment of money when due) is of such nature that more than ten (10) days are required for its performance, then there shall not be deemed to be an Event of Default hereunder if the Tenant shall commence such performance within said ten (10) day period and diligently pursues such cure to completion, but in no event shall such cure period exceed ninety (90) days.

(3) Institution of bankruptcy proceedings by or against Tenant which are not withdrawn or dismissed within ninety (90) days after the institution of said proceedings.

(4) Any transfer of Tenant's rights under this Lease by assignment, sublease or other means, except as permitted pursuant to Section 5(b).

In the event that Tenant commits, or allows to occur, an Event of Default which is not cured (assuming the Event of Default is curable), the Landlord shall have the right to immediately terminate this Lease and shall also have all rights and remedies provided herein and at law and in equity, except for consequential damages. All remedies herein set forth (or provided by law) shall be cumulative and not exclusive and may be pursued simultaneously or separately and in such order or combination as Landlord so elects.

(b) Event of Default by Landlord: The following shall constitute an “Event of Default” by Landlord under this Lease: Failure by Landlord to perform or observe any material provision, covenant or condition contained in this Lease which failure shall continue for a period of ten (10) days after written notice thereof; provided, however, that if the obligation is of such nature that more than ten (10) days are required for its performance, then there shall not be deemed to be an Event of Default hereunder if the Landlord shall commence such performance within said ten (10) day period and diligently pursues such cure to completion, but in no event shall such cure period exceed ninety (90) days. In the event that Landlord commits, or allows to occur, an Event of Default which is not cured (assuming the Event of Default is curable), the Tenant shall have all rights and remedies provided at law and in equity, including but not limited to, the right to immediately terminate this Lease. The Tenant may not seek consequential damages. All remedies herein set forth (or provided by law) shall be cumulative and not exclusive and may be pursued simultaneously or separately and in such order or combination as Tenant so elects.

13. Indemnification.

(a) Tenant shall indemnify, hold harmless, and defend Landlord and the Landlord Parties against all claims, losses, actions, suits or liabilities for injury or death to any person or for damage to or loss of use of any property, including the Leased Premises (collectively “Claims”) arising out of any occurrence in, on, near or about the Leased Premises and/or the use of the Leased Premises (including the coming and going of employees and/or invitees of Tenant), unless caused solely or in part by the gross negligence or intentional misconduct of the Landlord and/or a Landlord Party or the material breach by any of Tenant’s obligations under this Lease. Such indemnification shall include and apply to reasonable attorneys’ fees and other reasonable costs actually incurred by Landlord. Tenant shall further indemnify, defend and hold harmless Landlord and the Landlord and the Landlord Parties from and against any and all Claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease. This Lease is made on the express condition that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause, in any way connected with the condition, use, safety or occupancy of the Leased Premises unless caused solely or in part by the gross negligence or intentional misconduct of the Landlord and/or a Landlord Party, unless and until such gross negligence or intentional misconduct on the part of Landlord or a Landlord’s Party is established by a final and unappealable judgment of a court of competent jurisdiction, Tenant’s indemnity obligations shall remain in full force and effect.

(b) As to any matter for which Tenant is required to defend and/or indemnify Landlord and as to any party required herein to be named as an additional insured, any insurance maintained or provided by Tenant (i) shall be primary in relation to any other insurance maintained by or available to Landlord, (ii) shall not require Landlord to tender any claim to its own insurance or to any other insurance available to Landlord, and (iii) shall provide that the insurer will not seek contribution from any other insurance available to Landlord.

14. Subordination/Estoppel.

(a) This Lease is subject and subordinate to any mortgage or deed of trust that may now or hereafter encumber the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. Although not a condition precedent to the effectiveness of this Section, Tenant, upon request from Landlord shall execute and deliver documentation evidencing that this Lease is in fact subordinate to any specific mortgage or deed of trust which might hereafter encumber the Property.

(b) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) the Effective Date and Commencement Date; (ii) the date the Term expires; (iii) that this Lease is in full force and effect and unmodified (or if modified, stating the modifications); (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating the nature of the default); and (v) such other matters as may be reasonably required by Landlord pertaining to the Lease, to the extent that Tenant has personal knowledge of such matters. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement may be given to and relied upon by any prospective purchaser or lienor of the Leased Premises and/or Property.

15. Entire Contract. This Lease, contains the entire contract between the Parties hereto with respect to the subject matter hereof and there are no understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Lease, which exist or bind any of the Parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change, addition to this Lease or approval required under this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Parties.

16. Governing Law, Forum Selection, and Waiver of Jury Trial /No Presumption Against Draftsman. The Parties agree that this Lease shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably consents and submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Lease and the transactions contemplated thereby. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Lease and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury. No presumption shall be deemed to exist in favor of or against either Party hereto as a result of the preparation or negotiation of this Lease.

17. Notices. All notices or other communications hereunder shall be in writing and deemed to have been properly given (a) upon delivery, if delivered in person, or (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service addressed as set forth below or as such party may from time to time designate by written notice to the other party:

If to Landlord:

AP FIVE PROP HOLDINGS, LLC
 1089 Ocean Avenue, 3rd Floor
 Asbury Park, New Jersey 07712
 Attention: Brian Cheripka, Senior Vice President

With a copy to:
 Gibbons P.C.
 141 West Front Street, Suite 240
 Red Bank, New Jersey 07701
 Attn: Jennifer Phillips Smith, Esq.

If to Tenant:

The City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 Attention: City Manager

With a copy to:
 Maraziti Falcon, LLP
 240 Cedar Knolls Road, Suite 301
 Cedar Knolls, New Jersey 07927
 Attention: Joseph J. Maraziti, Jr., Esq. and Joanne Vos, Esq.

18. Landlord's Right to Enter Leased Premises. Landlord may, upon prior notice to Tenant at reasonable times, (but in no event shall it be obligated to) enter the Leased Premises to inspect it, to cure any Tenant default that Tenant has failed to cure or attempt to cure in accordance with the provisions hereunder, to make emergency repairs or alterations, show it to potential buyers and lenders, and for purposes of performing due diligence in connection with a potential sale of the Property and/or Leased Premises. Such notice must be provided in writing or by electronic mail, at least 48 hours prior to entry.

19. Failure to Strictly Enforce Terms; Waiver. The failure of either Party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the Party to thereafter enforce the provision. No waiver of any provision hereof shall be effective unless in writing signed by the Party alleged to have waived such provision. Any single waiver shall not operate to waive subsequent or other defaults. Nothing contained here shall constitute a waiver of any rights that either Party may have against the other.

20. Cure. If either Party does not comply with and materially perform their obligations set forth herein, either Party may, if that Party so elects, upon reasonable notice to the other Party (except in the event of an emergency) carry out and perform such conditions and covenants at the cost and expense of the other Party and the expense therefor incurred shall be paid within ten (10) days after rendition of a bill or statement therefor; provided however, that the defaulting party shall have failed to cure any such non-compliance in accordance with Paragraph 12 hereunder.

21. Surrender of the Leased Premises. Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Leased Premises to Landlord in good order and condition, in compliance with Tenant's obligations hereunder, excepting only ordinary wear and tear. Tenant shall be unconditionally obligated to remove: (a) any temporary or permanent facilities installed by Tenant; (b) all above ground and underground utility connections leading to or from such facilities that were installed by, or on behalf of, Tenant; and (c) all debris, rubbish and waste. Furthermore, upon the expiration or earlier termination of the Lease, Tenant shall restore the Leased Premises to substantially the same condition that existed prior to this Lease. All property of Tenant remaining on the Leased Premises after Tenant's surrender of the Leased Premises shall be deemed abandoned and at Landlord's election may either be retained by Landlord or may be removed from the Leased Premises at Tenant's expense. If any locks are installed at the Leased Premises, Tenant shall deliver to Landlord all keys for same.

22. Captions. The headings of the various Sections of this Lease are inserted for reference only and shall not have the effect of modifying or amending the express terms and provisions of this Lease.

23. Representations and Warranties.

Tenant hereby makes the following representations and warranties: (i) Tenant has the legal power, right and authority to enter into this Lease, to consummate the transaction contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder; (ii) upon the approval by Tenant of this Lease, all requisite action will have been taken by Tenant and all requisite consents have been obtained in connection with the entering into this Lease, and the consummation of the transaction contemplated hereby; and (iii) this Lease is duly executed by Tenant, and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Tenant is a party.

Subject to the provisions of Paragraph 5, Landlord hereby makes the following representations and warranties: (i) Landlord has the legal power, right and authority to enter into this Lease, to consummate the transaction contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder; (ii) upon the approval by Landlord of this Lease, all requisite action will have been taken by Landlord and all requisite consents have been obtained in connection with the entering into this Lease, and the consummation of the transaction contemplated hereby; and (iii) this Lease is duly executed by Landlord, and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Landlord is a party.

24. Counterparts. This Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease effective as of the date of the Lease set forth above.

LANDLORD:

AP FIVE PROP HOLDINGS, LLC

By: _____
Name: BRIAN A. CHERIPKA
Title: AUTHORIZED SIGNATORY

[SPACE INTENTIONALLY BLANK, SIGNATURES ON FOLLOWING PAGE]
[LEASE AGREEMENT]

TENANT:

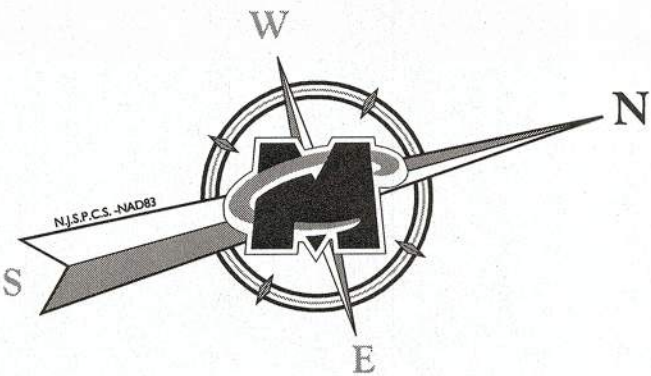
CITY OF ASBURY PARK

By:_____

Name: JOHN MOOR

Title: MAYOR

EXHIBIT A



INFORMATION OF FACT

1. THIS SURVEY AND PLAN IS BASED UPON THE FOLLOWING DATA AND/OR EXCEPTIONS:

	YES	NO	ITEM
a) DEED OF RECORD	<u>X</u>	___	DEED BOOK 8177 PAGE 6246 (BLOCK 4302 LOT 2) (F.K.A. BLOCK 219 LOT 1)
b) FILED MAP	___	<u>X</u>	N/A
c) TITLE SEARCH/BINDER	___	<u>X</u>	N/A - SEE NOTE 5
d) TAX MAP	<u>X</u>	___	SHEET 43
e) OTHER (SEE REF)	<u>X</u>	___	SEE NOTE 8.

2. CERTIFIED TO:

ISTAR FINANCIAL

THIS IS TO CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP OR PLAN IS THE RESULT OF A FIELD SURVEY PERFORMED ON JUNE 1, 2017 BY ME OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE "STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS". THE INFORMATION DETAINED HEREON, CORRECTLY REPRESENTS THE CONDITIONS FOUND AT, AND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR OMISSIONS, IF ANY, BECAUSE OF THE UNUSUAL AND NOT VISIBLE AND ACCESSIBLE TO THE PROFESSIONAL, NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES, IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY APPROPRIATED DATA LISTED ABOVE.

3. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONAL IS NEITHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.

4. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
5. THIS PLAN OF SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT AND COMPLETE TITLE BINDER AND IS THEREFORE SUBJECT TO THE FACTS AND FINDINGS OF SAME. THE UNDERSIGNED PROFESSIONAL RESERVES THE RIGHT TO REVISE THIS PLAN UPON THE RECEIPT AND REVIEW OF A CURRENT AND COMPLETE TITLE BINDER FOR THE SUBJECT PREMISES.

6. PROPERTY IDENTIFICATION:

BEING KNOWN AS BLOCK 4302, LOT 2 AS SHOWN SHEET No. 43 OF THE CURRENT OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK,
MONMOUTH COUNTY, NEW JERSEY.

7. A WAIVER OF SETTING CORNER MARKERS OBTAINED FROM THE ULTIMATE USER PURSUANT TO THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS, REGULATION N.J.A.C. 13:40-5.1(d).

8. MAP REFERENCES:

- a. A MAP ENTITLED: "PLAN OF SURVEY, THE ASBURY PARK REDEVELOPMENT PROJECT, BLOCK 219 LOT 1, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY SCHOOR DEPALMA, DATED APRIL 28, 2003.
- b. DEED BOOK 8947 PAGE 9656 (BLOCK 4302 LOT 1)
- c. DEED BOOK 8979 PAGE 1119 (BLOCK 219 LOT 3)

9. SPECIFIC TO THIS PROJECT: ALL RECORD DEED GEOMETRY HAS BEEN MAINTAINED BUT ROTATED INTO AND BASED UPON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NAD 83 (NEAR SURFACE DERIVED COORDINATES UTILIZING KEYNET GPS)

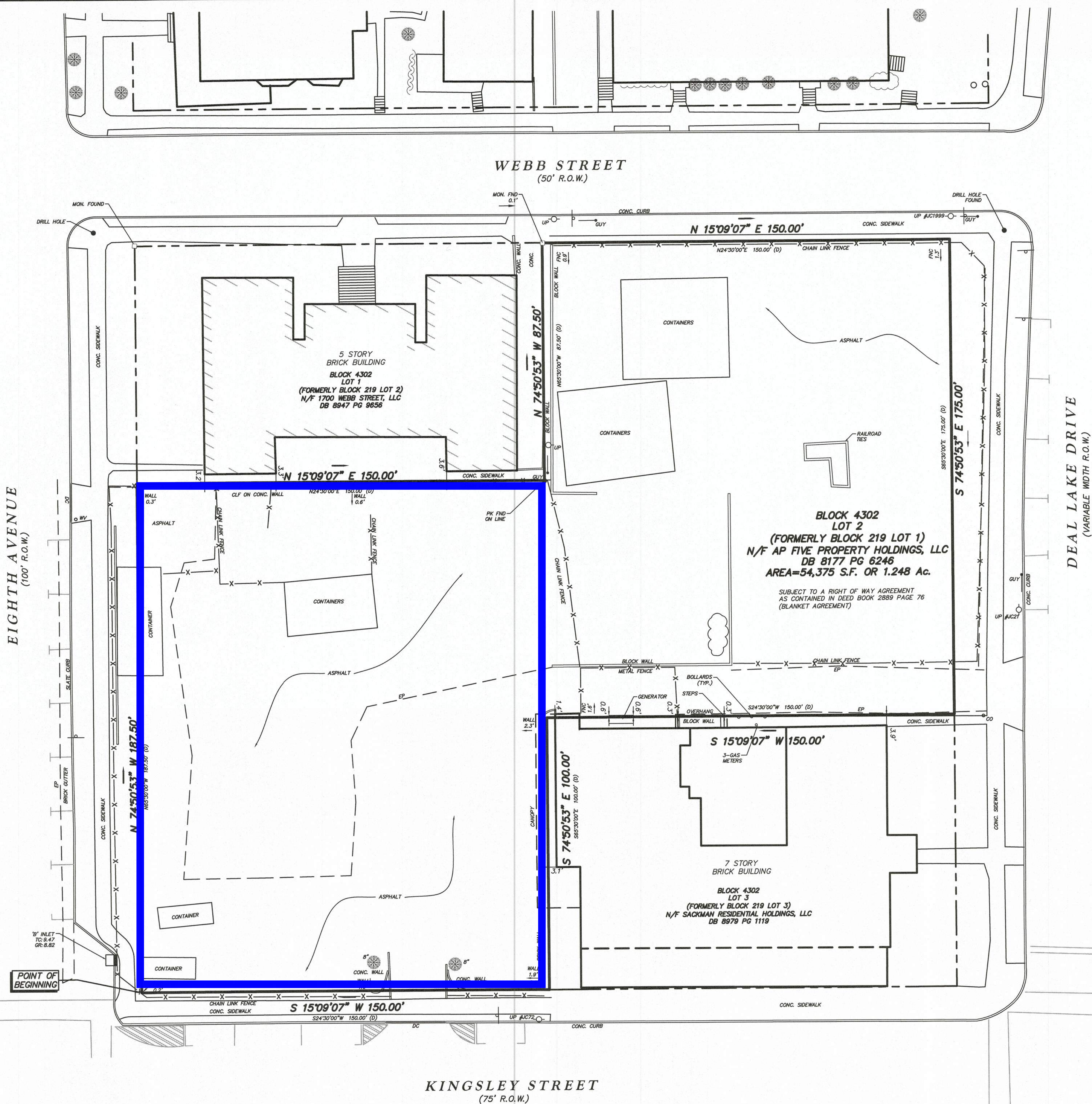
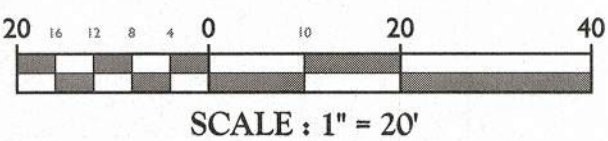
10. EXISTING SITE TOPOGRAPHIC INFORMATION AS SHOWN HEREON IS BASED UPON NAVD 88 (NORTH AMERICAN VERTICAL DATUM OF 1988)

- II. THE LOCATION OF ALL UNDERGROUND UTILITIES AS SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON VISIBLE SURFACE STRUCTURES AND SURVEY MAPS PROVIDED BY UTILITY COMPANIES REFERENCED HEREON. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY HAVE BEEN ENCOUNTERED. THE CONTRACTOR SHALL HAVE ALL UNDERGROUND UTILITIES FIELD-VERIFIED BY THE PROPER UTILITY COMPANIES BEFORE ANY CONSTRUCTION BEGINS.

12. **WETLANDS AND TOXIC WASTES:** THE UNDERSIGNED PROFESSIONAL IS NOT QUALIFIED TO DETERMINE THE EXISTENCE OR NON-EXISTENCE OF WETLANDS AND/OR TOXIC WASTES. THEREFORE, IT SHOULD NOT BE ASSUMED OR CONSTRUED THAT ANY STATEMENT IS BEING MADE BY THE FACT THAT NO EVIDENCE OF WETLANDS AND/OR TOXIC WASTES IS PORTRAYED HEREON. IT IS IN THE BEST INTEREST OF THE CLIENT TO PURSUE THESE MATTERS AS A SEPARATE CONCERN APART FROM THIS SURVEY.

- THIS SUBJECT PROPERTY LIES WITHIN SPECIAL FLOOD HAZARD AREAS (SHHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD, ZONE AE (EL. 10), ZONE X (OTHER FLOOD AREAS) AREAS OF 0.2% ANNUAL CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD & ZONE X (OTHER AREAS) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD. FLOOD INSURANCE RATE MAP FOR HOWARD COUNTY, NEW JERSEY (ALL ASSOCIATIONS) PANEL S3 OF 47, MAP NUMBER: 140200315G, PRELIMINARY DATE JANUARY 31, 2014, PREPARED BY THE FEDERAL MANAGEMENT AGENCY FOR 100 YEAR FLOOD PLAIN EVALUATION.

14. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.



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■ Columbia, MD	■ Charlotte, NC

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811
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JOHN ALEXANDER
NEW JERSEY PROFESSIONAL
LAND SURVEYOR - LICENSE NUMBER: GS37180

BOUNDARY SURVEY
FOR
ASBURY PARK
REDEVELOPMENT
PROJECT

BLOCK 4302
LOT 2
CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY



RED BANK OFFICE
Corporate Headquarters
331 Newman Springs Road
Suite 203
Red Bank, NJ 07701

Phone: 732.383.1950
Fax: 732.383.1984

SCALE: AS SHOWN	DATE: 6/5/17	DRAWN BY: HA/KAN	CHECKED BY: JA
PROJECT NUMBER: 13000604A		DRAWING NAME: V-SURV LOT 2	

SHEET TITLE:	BOUNDARY SURVEY
SHEET NUMBER:	 of



**Asbury Park, New Jersey
ORDINANCE NO. 2022-4**

2022 CAP RATE ORDINANCE

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriations and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the City Council of the City of Asbury Park in the County of Monmouth finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the City Council hereby determines that a 1.0% increase in the budget for said year, amount to \$437,594.17. In excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, City Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Asbury Park, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the City of Asbury Park shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,531,579.60. And the CY 2022 municipal budget for the City of Asbury Park be approved and adopted in accordance with the ordinance; and

BE IF FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of

introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2022-4 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-230

2022 Municipal Budget Adoption Resolution

**RESOLUTION NO. 2022-230**

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

ADOPTION OF THE 2022 MUNICIPAL BUDGET

Adoption of the 2022 Municipal Budget

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-230 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 11, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-213 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Chapman stated, I think you have all heard us talk about the city adopting the Participatory Budget program. \$250,000 has been carved out of the city's budget and the residents get to decide how this money will be spent. A series of projects could be identified on any city owned land, whether it's on sidewalks, gardens, playgrounds, playground equipment, bike lanes, something that would benefit the entire city and have a shelf life of at least 5 years. We are asking residents to come up with some ideas on how to spend this money, whether it's a lot of small projects or a few larger projects. This is money that's going to benefit our restore community and we want our residents to have a say in this. Please submit your ideas and they will be presented later on at a town hall meeting, and all of the residents will get to vote on how this money will be spent. Please participate, this could benefit all of us.

Council member Clayton had no matters at this time.

Council member Kendle stated, I would like to say congratulations to Leesha and Cassandra on the award that you will be getting in June.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Vieiro stated, I would like to mention that iSTAR will be sponsoring fireworks this year, which will be on July 2, 2022. Further information will come out but they have agreed to sponsor the fireworks for this year.

Matters from City Attorney

City Attorney, Frederick Raffetto stated, on behalf of this city council we wish to let the public know that the city continues to work as expeditiously as possible to resolve any issues relating to the city's RCA program through negotiations with affordable housing providers and through ongoing discussions with the Fair Share Housing Center concerning the city's affordable housing compliance plan. These negotiations have most recently been focused on the potential construction of new affordable housing units within the city, with preferential treatment being given to anyone who may have been harmed by the RCA program. We understand the magnitude of the issues raised and are working diligently to try to make amends through the provision of new affordable units. Additionally, we continue to review whether and to what extent those landlords who took advantage of tenants and the city may be held accountable.

PUBLIC PARTICIPATION

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

Smith made a comment about 1117 Sunset Avenue; Matthew Gullace, Tom White, Britney O'Brien, Scott Mizrahi, Sarah Evans, Kimmee Masi, Nicole Panasuck, and Chris Gullace all made comments about closing Cookman Avenue; Rita Marano made a comment the Participatory Budget Committee; John McCallister made a comment about business employee parking; and Annette Harell made a comment about affordable housing.

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

MINUTES

1. Municipal Council-Executive Meeting-Apr.13, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Apr 13, 2022 6:00 PM
3. Municipal Council-Executive April 27, 2022 3:00 PM
4. Municipal Council - Regular Meeting - Apr 27, 2022 6:00 PM

CONSENT AGENDA RESOLUTIONS

2022-214 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

2022-215 Resolution Approving Payment of Bills

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

2022-216 Resolution Awarding a Contract to Capela Construction for the Boardwalk Decking Removal and Replacement Project

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

2022-217 Resolution Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant

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

2022-218 Resolution Authorizing a Contract for the Preparation and Painting of Various Beach Bathrooms the Beach Badge Office Building

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

2022-219 Resolution Awarding a Contract to JC Contracting, Inc. for Emergency Traffic Signal Repairs Needed at Asbury & Ridge Avenue

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

2022-220 Resolution Awarding of a Contract to Millennium Communications Group for Emergency Camera Repairs at Asbury & Ridge Avenue

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

2022-221 Resolution Approving Change Order #3 for Bond Street Improvements Project

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

2022-222 Resolution Authorizing the Purchase of a Diagnostic Tool with Laptop for Heavy-Duty Trucks Needed at the Department of Public Works

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

2022-223 Resolution Authorizing the Purchase a New Polaris Vehicle for the Beach Department

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

2022-224 Resolution of The Mayor and City Council of The City of Asbury Park to Withdraw the Notice of Default Issued to Madison Asbury Retail, LLC For Failure to Meet Its Obligations to Provide A Progress Report and Net Worth Certification Pursuant to The

Subsequent Developer Agreement Entered into By the City of Asbury Park, Madison
Asbury Retail, LLC And Asbury Partners, LLC Dated June 1,2010

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

2022-225 Resolution Granting an Extension of Time of 120 Days for AP Block 4001 Venture Urban Renewal to Obtain Governmental Approvals for Block 4001, Lots 2-15, Pursuant to The Subsequent Developer Agreement

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

2022-226 Resolution of The Mayor and Council of The City of Asbury Park, Acting as The Waterfront Redevelopment Entity, Granting Conceptual Approval to Asbury Partners LLC, For the Food Truck Court in The Green Acres Parcel in Block 4502, Lot 1.25 And Referring the Matter to The Planning Board for Appropriate Approvals

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

2022-227 Resolution of The Mayor and City Council of The City of Asbury Park Authorizing the Execution of An Amended and Restated Parking Agreement by And Between the City of Asbury Park and Asbury Partners, LLC and Its Wholly Owned Subsidiaries AP Wesley Lake LLC, MF III Albion, LLC, and Cajun Fish Holdings, LLC

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

2022-228 Resolution Endorsing the Construction of a Municipal Firehouse at Block 608, Lot 1

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

2022-229 Resolution Urging Congress to Include Funding for Affordable Housing in The Federal “Build Back Better” Legislation (H.R. 5376).

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

2022-231 Resolution to Authorize the Execution of a Lease Agreement By and Between the City of Asbury Park and AP Five Prop Holdings, LLC

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

ORDINANCES

Second Reading/Public Hearing

2022-4 2022 Cap Rate Ordinance

A motion to open 2022-4 to the public was made by Council member Kendle and seconded by Council member Chapman. All in favor. No members of the public spoke.

A motion to close 2022-4 was made by Deputy Mayor Quinn and seconded by Council member Chapman.

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

2022 Municipal Budget Public Hearing

2022-230 Adoption of the 2022 Municipal Budget

A motion to open the Municipal Budget public hearing to the public was made by Council member Kendle and seconded by Council member Chapman. All in favor. No members of the public spoke.

A motion to close the Municipal Budget public hearing was made by Deputy Mayor Quinn and seconded by Council member Kendle.

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

ADJOURNMENT

The meeting was adjourned at 6:52 PM

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

Meeting was adjourned at 6:52 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk