



Agenda
Meeting of the Municipal Council
Wednesday, May 14, 2025
REGULAR MEETING 6:00 PM

I. Executive Session - 2:15 p.m.

2025-213 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. City Manager Interview

B. Contract Negotiations

1. Contract Negotiation-Fifth Avenue Pavilion
2. Subsequent Developer Agreements by and among the City, Asbury Partners, LLC and APW Redeveloper, LLC Block 4004

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 16, 2025, 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 April 23, 2025 4:00 PM
- Municipal Council - Regular Meeting - Apr 23, 2025 6:00 PM

C. Consent Agenda Resolutions

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

2025-214 Resolution Amending Temporary Budget Appropriations for 2025 Budget

2025-215 Resolution Amending Resolution 2024-300 Approving 2024-2025 Alcoholic Beverage Control License For TBD, Inc. - D/B/A Taka In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects

2025-216 Resolution Rescinding Resolution 2024-187 for the renewal of Liquor License 1303-33-009-007 Asbury Music Company, Inc for the 2022-2023 Liquor License Renewal

2025-217 Resolution to Adjust Sewer Charges on Various Accounts

2025-218 Authorizing The Issuance Of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1

2025-219 Resolution Approving Special Event Applications

D. Individual Resolutions

2025-220 Resolution Approving Payment of Bills

2025-221 Resolution Authorizing the Purchase of Janitorial Supplies for the Beach Department

2025-222 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

2025-223 Resolution Authorizing Emergency Heat Repairs Needed at the Senior Center

2025-224 Resolution Authorizing Payment for an Emergency Bypass Rental Needed at Deal Lake

2025-225 Resolution Authorizing Payment for Emergency Sewer Repairs Needed at Deal Lake

- 2025-226 Resolution Authorizing the Emergency Influent Pump Repairs Needed at the Wastewater Treatment Plant
- 2025-227 Resolution Authorizing Payment for Emergency Influent Pump Repairs Needed at the Wastewater Treatment Plant
- 2025-228 Resolution Authorizing the Purchase of a New Fire Department Vehicle and Related Equipment Needed
- 2025-229 Resolution Authorizing the Annual Renewal of Veritone Redact Application Software for the Police Department
- 2025-230 Resolution Authorizing the Annual Renewal of Theramanger/ProsperityEHR Software for Social Services
- 2025-231 Resolution Amending the Contract with Shore Point Architecture for Services at the New Fire Department Headquarters
- 2025-232 Resolution Awarding of a Contract to Millennium Communications Group for Security Upgrades at the Wastewater Treatment Plant
- 2025-233 Resolution Authorizing T&M Associates the Oversight, Grant Management and General Coordination Services of the Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration Project
- 2025-234 Resolution Authorizing Construction Phase Inspection Services to T&M Associates for the Transportation Alternatives Program, Main Street (SR-71) Streetscape Improvements Project
- 2025-235 Resolution Authorizing Construction Phase Inspection Services to T&M Associates for the Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue and Bond Street
- 2025-236 Resolution Authorizing a Substantial Amendment to the City's Community Development Block Grant Annual Action Plans for Fiscal Year's 2019, 2020, 2022, 2023 and 2024 for the HUD Activities Administered by the City of Asbury Park's Department of Community Development Block Grant Program
- 2025-237 Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Waterfront Redevelopment Entity, Granting A Two-Year Extension In Accordance With Resolution No. 2022-226, , As Amended By Resolution No. 2023-235 And Resolution 2024-199 With Regard To The Operation Of The North Eats Food Truck Court Within The Green Acres Parcel Located Upon The Property Designated As Block 4502, Lot 1.25 On The Tax Maps Of The City Of Asbury Park
- 2025-238 Resolution Authorizing An Appointment to the Housing Authority

E. Ordinances

Introduction

- 2025-10 2025 Cap Rate Ordinance

- 2025-11 Capital Ordinance Providing For The Cookman Avenue And Bond Street Intersection Improvements And Appropriating \$640,000 Therefor, Authorized In And By The City Of Asbury Park, In The County Of Monmouth, New Jersey
- 2025-12 BOND ORDINANCE PROVIDING FOR VARIOUS SEWER SYSTEM REPAIRS, APPROPRIATING \$5,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY
- 2025-13 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 2, Entitled ‘Administration’ And Establishing The Position Of Director Of Police And Prescribing The Duties Of Said Position

Second Reading/Public Hearing

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

F. Adjournment

**RESOLUTION NO. 2025-213****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 14, 2025 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

1. Personnel

1. City Manager Interview

2. Contract Negotiations

1. Contract Negotiation-Fifth Avenue Pavilion
2. Subsequent Developer Agreements by and among the City, Asbury Partners, LLC and APW Redeveloper, LLC Block 4004

3. Attorney-Client Privilege:

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

ANTHONY CUCCI
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 23, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-185 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

1. Arbor Day Proclamation

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman stated, hi everyone, I just want to let you know that the Chamber of Commerce Restaurant Tour takes place on Sunday, April 27th from 12:00PM to 4:00PM and if anyone is interested in tickets the website is asburyparkchamber.com. And it's 27 restaurants throughout the city and it's always a lot of fun.

Council member Clayton stated, on Saturday, April 26th the city is sponsoring an event. There are going to be a number of vendors, it's called Made and Sold in Asbury Park, so these are restaurants, stores, and the entrance fee is \$0 so we'd like you to come out. It's from 12:00PM to 4:00PM and it's at the Berkeley. And then also we are continuing to have dumpsters out on the streets for free for residents if you're doing your spring cleaning or decluttering. Here's an opportunity, and the next time they'll be out will be on Saturday, May 3rd and they will be located next to the library and they'll be there from the hours of 10:00AM in the morning until 4:00PM. Thank you.

Deputy Mayor Quinn stated, sadly Asbury Park experienced a shooting, and I think the entire Mayor and Council just want to offer our thoughts and prayers to the family of the victim.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

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

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

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke:

Kathy McQueen, Polli Schildge, Colin Chapman, Michael Kushner, Robert Khan, Bob Stevens, Irene Bernie, and Tom DeSeno made a comment about the redevelopment project for the Holy Spirit Church. Jeamez Maisonnueve made a comment about the fire department.

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

MINUTES

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

1. Municipal Council- Executive Meeting April 9, 2025 4:00 PM
2. Municipal Council - Regular Meeting - Apr 9, 2025 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2025-186 Resolution Approving Special Event Applications
- 2025-187 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Joanne Roesing for Property Located at 302 Third Avenue, Asbury Park
- 2025-188 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Crystal Wilkes for Property Located at 31 Dewitt Avenue, Asbury Park
- 2025-189 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Lorenzo Kersey for Property Located at 1107 Bond Street, Asbury Park
- 2025-190 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Carol Johnson for Property Located at 1007 Fourth Avenue, Asbury Park
- 2025-191 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Josephine Hammary for Property Located at 1104 Asbury Avenue, Asbury Park
- 2025-192 Resolution Authorizing The Issuance Of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1
- 2025-193 Resolution Amending Temporary Budget Appropriations for 2025 Budget

INDIVIDUAL RESOLUTIONS

2025-194 Resolution Approving Payment of Bills

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

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

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

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

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

2025-197 Resolution Authorizing Payment for Emergency Sewer Repairs Needed

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

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

RESULT:	ADOPTED [4 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

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

RESULT:	ADOPTED [4 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

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

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

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

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

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

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

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

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

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

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

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

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

2025-206 Resolution Authorizing the Annual Renewal of SDL Software

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

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

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

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

RESULT:	ADOPTED [4 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn

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

RESULT:	ADOPTED [3 TO 2]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	Angela Ahbez-Anderson, John Moor

2025-210 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendments to the Main Street Redevelopment Plan to the City of Asbury Park Planning Board and Directing the Planning Board to Take Certain Actions Pursuant to N.J.S.A. 40A:12A-7(e)

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

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

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

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

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

ORDINANCES

Second Reading/Public Hearing

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

RESULT:	TABLED [4 TO 0]
	Next: 5/14/2025 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 7:07 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Clayton. Meeting adjourned at 7:07 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk

Minutes Acceptance: Minutes of Apr 23, 2025 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-214

Increase to temporary budget prior to budget adoption.



RESOLUTION NO. 2025-214

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2025 BUDGET

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

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2025 budget.

See Attached.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2025 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-214 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

2025 TEMPORARY BUDGET AMENDMENT ATTACHMENT

	FROM	TO
Current Fund:		
Mayor and Council SW	20,520.00	21,520.00
Clerk SW	115,000.00	130,000.00
Audit	31,000.00	55,000.00
Tax Collector SW	112,500.00	117,500.00
Data Processing SW	57,000.00	77,000.00
Data Processing OE	202,500.00	281,125.00
Planning Dept. SW	146,000.00	166,000.00
Liability Insurance	820,000.00	1,120,000.00
Police SW	5,817,500.00	6,317,500.00
Fire SW	3,425,000.00	3,625,000.00
Streets and Roads OE	341,250.00	390,250.00
Buildings and Grounds OE	87,025.00	107,025.00
Senior Citizens SW	103,500.00	113,500.00
Bond Interest	57,800.00	512,000.00
Sewer Operating Fund:		
Salaries and Wages	325,000.00	475,000.00
Prior Years Bills	95,000.00	102,000.00

Attachment: Temporary Budget Amendment #7 (2025-214 : Temp. Budget Amendment 7)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-215

Correcting Address Of The Premises Associated With The License At 660-662 Cookman Avenue Asbury Park, NJ 07712



RESOLUTION NO. 2025-215

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

RESOLUTION AMENDING RESOLUTION 2024-300 APPROVING 2024-2025 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR TBD, INC. - D/B/A TAKA IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY, IN CERTAIN LIMITED RESPECTS

WHEREAS, on June 12, 2024, the City of Asbury Park (the “City”) adopted Resolution No. 2024-300 Approving 2024-2025 Alcoholic Beverage Control License for TBD Inc.- d/b/a TAKA in the City (“Resolution No. 2024-300”); and

WHEREAS, Resolution No. 2024-300 approved the renewal of Alcoholic Beverage License Control license 1303-33-041-010 (the “license”) and incorrectly listed the address of the premises associated with the license as “660 Cookman Avenue, Asbury Park, NJ 07712”; and

WHEREAS, the Mayor and City Council wish to amend Resolution No. 2024-300 to reflect the correct address of the premises associated with the license as “660-662 Cookman Avenue, Asbury Park, NJ 07712.”

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

1. That Resolution No. 2024-300 which was previously adopted by the Mayor and City Council on June 12, 2024, and which approved the renewal of Alcoholic Beverage License Control license 1303-33-041-010 (the “license”) for TBD Inc. - d/b/a TAKA in the City, for the license year 2024-2025, is hereby amended to reflect the correct address of the premises associated with the license as **660-662 Cookman Avenue, Asbury Park, NJ 07712.**
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. TBD Inc.;
 - b. State of NJ, Division of Alcoholic Beverage Control;
 - c. City Manager; and
 - d. Municipal Attorney.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-215 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-216

At the direction of the New Jersey Division of Alcoholic Beverage Control, the licensee must apply for special ruling permit 12.18. Before 12.18 relief can be granted the 2022-2023 license renewal must be rescinded.



RESOLUTION NO. 2025-216

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

**RESOLUTION RESCINDING RESOLUTION 2024-187 FOR THE RENEWAL OF
LIQUOR LICENSE 1303-33-009-007 ASBURY MUSIC COMPANY, INC FOR THE
2022-2023 LIQUOR LICENSE RENEWAL**

WHEREAS, on March 27, 2024, the City of Asbury Park approved 2022-2023 Liquor License Renewal Resolution 2024-187, for liquor license number 1303-33-009-007, Asbury Music Company, Inc.; and

WHEREAS, the aforementioned liquor license has applied for the petition and is awaiting approval from the Director; and

WHEREAS, a liquor license cannot be approved by the governing body without receiving approval of the petition from the Director; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that liquor license number 1303-33-009-007, Asbury Music Company, Inc. 2022-2023 Liquor License Renewal Resolution 2024-187 be rescinded; and

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-216 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-217

This resolution is to adjust sewer charges on properties that were incorrectly billed due to inaccurate reporting from NJ American Water. This can be placed on the consent agenda as this resolution is routine in nature.



RESOLUTION NO. 2025-217

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

RESOLUTION TO ADJUST SEWER CHARGES ON VARIOUS ACCOUNTS

WHEREAS, Pursuant to N.J.S.A 40A: 5-17 the governing body of a Municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owners account, and;

WHEREAS, the Tax Collector has verified with NJ American Water Company's billing records for various accounts; and

WHEREAS, the Tax Collector requests to adjust sewer charges for various accounts that were not accurately reported; and

THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to do the following:

- . Apply a credit of \$240.00 to 2025 Q2 onto account #21000486-0, 412 Sewall Avenue, Unit 4, assessed to Michael S Goldberg Revocable Living.
- . Apply a credit of \$240.00 to 2025 Q2 onto account #21000453-0, 600 Grand Avenue, Unit 4, assessed to Weissenstein, Eric & Kranich, Lauren.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-217 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-218

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



RESOLUTION NO. 2025-218

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

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

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

Lienholder	Certificate #	Date	Block/Lot
Andrew Bernal	23-00169	12/21/23	3303/13

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

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

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-218 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



RESOLUTION NO. 2025-219

**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 14, 2025 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Event @ Talulas Pizza
2. Cobra One Bike Blessing
3. Mind Travel Silent Piano Concert
4. Lev Wedding Lunch
5. Art on the Boardwalk
6. Open Heaven Music Fest

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

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-219 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Date Application Received: 4-16Application Fee Paid: - sent via email.

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: Event @ Talulas Pizza
May 10, 2025

Date of Event: May 31, 2025 Rain Date: NO rain date

Time of Event: 10:00am to 4:00pm Setup time: 9:30 Break-down time: 4:00pm

Location of Event: Talulas Pizza - 550 Cookman Ave

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☐ Other: pop up

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

Attachment: cm 51425 (2025-219 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: COBRA ONE BIKE BLESSING

Date of Event: 6/14/2025 Rain Date: 6/21/2025

Time of Event: 11:00 AM to 5:00 PM Setup time: 10:00 AM
Break-down time: 4:00 PM

Type of Event (check all that apply):

- | | | |
|---|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: MindTravel Live-to-Headphones 'Silent' Piano Concert

Date of Event: 6/8/25; 7/7/25; 8/3/25 Rain Date: _____

Time of Event: 7:00pm to 9:00pm Setup time: 2:00pm Break-down time: 11:00pm

Location of Event: Sixth Ave Beach

Type of Event (check all that apply):

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

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

Attachment: cm 51425 (2025-219 : Special Event Applications)



CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgments, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event.
All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Name of

Event: Levy wedding lunch

Date of Event: 8-9-25 Rain

Date: _____

Time of Event: 9 to 3pm Setup

time: _____ Break-down time: _____

Location of

Event: Tim McLoones supper Atlantic 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: luncheon (sabbath)

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

APPLICANT INFORMATION

1. Name of



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: ART on the Boardwalk - AP Historical Society

Date of Event: Aug 17, 2025 Rain Date: Aug 24, 2025

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

Location of Event: South side Convention Hall, Boardwalk

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>APHS ART</u> |

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

Attachment: cm 51425 (2025-219 : 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 23, 2025

Rain Date: _____

Time of Event: 2:00 PM to 9:00 PM Setup time: 8:00 AM Break-down time: 9:00 PMName of Event: Open Heaven Musicfest: The FestLocation of Event: Bradley Park

Type of Event (check all that apply):

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

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-220

Resolution authorizing the payment of bills in the amount of \$2,804,221.26



RESOLUTION NO. 2025-220

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$2,804,221.26

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

CURRENT VOUCHERS	\$ <u>2,804,221.26</u>
------------------	------------------------

TOTAL VOUCHERS	\$ <u>2,804,221.26</u>
----------------	------------------------

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-220 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

May 5, 2025
10:43 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 2

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 4-First to 5-ZZ-ZZ-ZZZ-ZZZ-ZZZ Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/25 Include Non-Budgeted:
Vendors: All
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: FINANCE
Extd: FINANCIAL ADMINISTRATION

4-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-01184 #120855	4/1/24-3/31/25	275.35	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			275.35		
	Department Total: FINANCE			275.35		

Department: COMPUTER MIS
Extd: COMPUTERIZED DATA PROCESSING

4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
TANGE005	TANGENT COMPUTER, INC.	24-03021 QUO-02274-C4H3K2	DMARC	1,318.82	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			1,318.82		
	Department Total: COMPUTER MIS			1,318.82		
	CAFR Total:			1,594.17		

Department: POLICE
Extd: POLICE DEPARTMENT

4-01-25-240-000-226	POLICE Bd.ofPrisoners					
ATLAN010	ATLANTIC TACTICAL, INC.	24-00515	prisoner restraining belts	290.91	0.00	
	Extd Total: POLICE DEPARTMENT			290.91		
	Department Total: POLICE			290.91		
	CAFR Total:			290.91		

Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

4-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
GUARD010	GUARDIAN PEST CONTROL	25-01318	pest control DPW	2,245.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			2,245.00		
	Department Total: STREETS & ROAD			2,245.00		

Attachment: Bill List 5-14-25 (2025-220 : Payment of Bills)

May 5, 2025
10:43 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 1

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
GUARD010	GUARDIAN PEST CONTROL	25-01318	pest control DPW	735.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			735.00		
	Department Total: BUILDING & GND			735.00		
	CAFR Total:			2,980.00		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
MONPARK	MONMOUTH COUNTY PARKS SYSTEM	25-01150	2024 INVOICE FOR POOL TIME	100.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			100.00		
	Department Total: RECREATION			100.00		
	CAFR Total:			100.00		
	Fund Total: CURRENT			4,965.08		
	Year Total:			4,965.08		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
5-01-20-100-000-202	ADMINISTRATION Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	25-01116	Quote Full Color Postcards	118.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	25-01156	Colorplast Sandwich Board Sign	200.00	0.00	
				318.00		
5-01-20-100-000-207	ADMINISTRATION Contractual					
GEECHA	GEESE CHASERS, LLC	25-01136	#GC 29222 APRIL SERVICES	758.35	0.00	
5-01-20-100-000-208	ADMINISTRATION Events					
SYLVI005	Sylvia Sylvia	25-01281	Boosted Ads for Made and Sold	500.00	0.00	
SYLVI005	Sylvia Sylvia	25-01285	Deposit for Band for Made and	100.00	0.00	
SYLVI005	Sylvia Sylvia	25-01310	Boosted Ads Made and Sold	260.85	0.00	
				860.85		
5-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005	SURENIAN, EDWARDS, BUZAK &	25-01117	February Fees Affordable Hsg.	4,609.50	0.00	
5-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	25-01312	ACCT #117290 APRIL 2025	805.50	0.00	
5-01-20-100-000-251	ADMINISTRATION Comm. & Cultural Affairs					
OVERT005	OVER THE MOON ART STUDIOS	25-01126	April 2025 First Friday Event	1,250.00	0.00	
AMAZO005	AMAZON.COM SERVICES	25-01175	Supplies for Tea Party Event	1,678.29	0.00	

Attachment: Bill List 5-14-25 (2025-220 : Payment of Bills)

May 5, 2025
10:43 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 3

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-100-000-251	ADMINISTRATION	Comm. & Cultural Affairs	Continued			
OVERT005	OVER THE MOON ART STUDIOS	25-01246	First Fridays Art & Sound MAY	1,250.00	0.00	
				4,178.29		
	Extd Total: ADMINISTRATION			11,530.49		
	Department Total: ADMINISTRATION			11,530.49		
Department: HUMAN RESOURCE						
Extd: HUMAN RESOURCES						
5-01-20-105-000-203	HUMAN RESOURCE	Fees				
TIMES005	TIME SHRED SERVICES, INC.	25-01064	Shredding services - HR docs	1,575.00	0.00	
	Extd Total: HUMAN RESOURCES			1,575.00		
	Department Total: HUMAN RESOURCE			1,575.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
5-01-20-120-000-202	MUNICIPAL CLERK	Office Supplies				
RRDON005	R.R. DONNELLEY & SONS COMPANY	25-00599	Vital Records Forms Purchase	106.50	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-00999	#415010 PHOTOCOPIER STAPLES	58.53	0.00	
				165.03		
5-01-20-120-000-217	MUNICIPAL CLERK	Ads&Promotion				
GANNE005	GANNETT NEW YORK/NEW JERSEY	25-00851	#11131890 Ord intro	56.56	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	25-00895	Ordinance adoptions 3/25- 3/26	245.60	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	25-01188	#11223512 ORDINANCE 2025-9	60.52	0.00	
THECOA	THE NEW COASTER, LLC	25-01189	Inv #10315 ORDINANCE 2025-9	29.26	0.00	
				391.94		
5-01-20-120-000-222	MUNICIPAL CLERK	Training				
RUTGE005	RUTGERS, THE STATE UNIV. OF NJ	25-01309	Intro RMC Course - B.Connelly	745.00	0.00	
5-01-20-120-000-238	MUNICIPAL CLERK	Contractual				
GRALLC	GRANICUS, LLC	25-01261	Invoice #203335 MAY 2025	793.42	0.00	
GRALLC	GRANICUS, LLC	25-01301	Invoice #199370 April	793.42	0.00	
				1,586.84		
	Extd Total: MUNICIPAL CLERK			2,888.81		
	Department Total: MUNIC CLERK			2,888.81		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
5-01-20-130-000-202	FINANCE	Office Supplies				
WBMASON	W.B.MASON CO., INC.	25-01099	Paper, Desktop File, wall File	421.63	0.00	
AMAZO005	AMAZON.COM SERVICES	25-01105	OSCILLATING STAND FAN	36.96	0.00	
STAPLE	STAPLES BUSINESS ADVANTAGE	25-01213	Sharp Calculator	73.99	0.00	
				532.58		
5-01-20-130-000-205	FINANCE	Ads				
GANNE005	GANNETT NEW YORK/NEW JERSEY	25-01168	RFQ - ENVIRONMENTAL SERVICES	82.52	0.00	

Attachment: Bill List 5-14-25 (2025-220 : Payment of Bills)

May 5, 2025
10:43 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-01184	#120855 4/1/24-3/31/25	5,009.21	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-01241	Contract 119612 4/1/25-3/31/26	383.00	0.00	
				5,392.21		
5-01-20-130-000-209	FINANCE Fees					
FPMAIL	FP Mailing Solutions	25-01192	#RI106531348 2/1/25-4/30/25	234.00	0.00	
5-01-20-130-000-223	FINANCE Condo Reimbursements					
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	25-01289	1st Q Trash Reimbursment	1,173.87	0.00	
700MAT	700 MATTISON CONDOMINIUM	25-01304	1st Q Lighting Reimbursement	204.78	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	25-01305	1st Q Lighting Reimbursement	175.86	0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	25-01306	1st Q Lighting Reimbursement	107.36	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	25-01307	1st Q Trash Reimbursement	1,480.87	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	25-01334	1st Q Lighting Reimbursement	114.71	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	25-01335	1st Q Lighting Reimbursement	427.01	0.00	
SEAVI005	Seaview Gardens Condo Assoc.	25-01338	1st Lighting Reimbursement	75.77	0.00	
				3,760.23		
	Extd Total: FINANCIAL ADMINISTRATION			10,001.54		
	Department Total: FINANCE			10,001.54		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
5-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZO005	AMAZON.COM SERVICES	25-01122	Portable SSD	478.79	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			478.79		
	Department Total: COMPUTER MIS			478.79		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
5-01-20-145-000-202	TAX REV ADMIN Office Supplies					
GREFIN	GREATAMERICA FINANCIAL SVCS.	25-01286	#39097534 APRIL 2025 FOLDING	389.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			389.00		
	Department Total: TAX REV ADMIN			389.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
5-01-20-150-000-238	TAX ASSESSOR Conventions					
AMANJ	AMANJ EDUCATION FUND	25-01153	M. DELRE CONFERENCE 6/11- 6/13	250.00	0.00	
	Extd Total: TAX ASSESSOR			250.00		
	Department Total: TAX ASSESSOR			250.00		

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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						
5-01-20-151-000-202	DIRECTOR OF COMMUNICATIONS Dues					
APCHAM	A.P. CHAMBER OF COMMERCE	25-01125	INV #6839 2025 MEMBERSHIP DUES	200.00	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				200.00		
Department Total: DIRECTOR OF COMMUNICATIONS				200.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
5-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	25-01134	PROFESSIONAL SERVICES RENDERED	595.00	0.00	
DILW005	DILWORTH PAXSON, LLP	25-01204	Invoice 623016 General Fees	385.00	0.00	
RAIN005	RAINONE COUGHLIN MINCHELLO LLC	25-01290	Invoice 22365 Labor Matters	5,148.00	0.00	
				6,128.00		
Extd Total: LEGAL SERVICES				6,128.00		
Department Total: LEGAL SERVICES				6,128.00		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
5-01-20-162-000-201	APTV Cont/Subs/Dues					
TELCOR	TELVUE CORPORATION	25-00250	#18287 2025 TelVue streaming	3,240.00	0.00	
5-01-20-162-000-202	APTV Equipment					
WBMASON	W.B.MASON CO., INC.	25-00868	Office storage and supplies	1,036.96	0.00	
CDWGOV	CDW GOVERNMENT LLC	25-00934	APTV Memory cards 1CGVQY3	359.88	0.00	
AMAZO005	AMAZON.COM SERVICES	25-01118	Laptop battery replacement	135.46	0.00	
				1,532.30		
Extd Total: CABLE TV ADVISORY COMMITTEE				4,772.30		
Department Total: APTV				4,772.30		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
5-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO, PA	25-00822	LSRP SERVICES AT DPW GARAGE	8,413.75	0.00	B
TMASSO	T & M ASSOCIATES	25-01227	SE484144 General Engineering	5,025.75	0.00	
				13,439.50		
Extd Total: ENGINEERING SERVICES				13,439.50		
Department Total: ENGINEER SERV				13,439.50		
CAFR Total:				51,653.43		

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Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
5-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
AMAZO005 AMAZON.COM SERVICES	25-01109 office supplies			51.42	0.00	
Extd Total: CODE ENFORCEMENT AND ADMIN.				51.42		
Department Total: CODE ENFORCE				51.42		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
5-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
WBMASON W.B.MASON CO., INC.	25-01226 OFFICE SUPPLIES			1,083.64	0.00	
Extd Total: CONSTRUCTION CODE OFFICIAL				1,083.64		
Department Total: CONST CODE				1,083.64		
CAFR Total:				1,135.06		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
5-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP	25-01214 HEALTH COVERAGE MAY 2025			693,764.32	0.00	
Extd Total: EMPLOYEE GROUP INSURANCE				693,764.32		
Department Total: GROUP INSUR.				693,764.32		
Department: ACCUMULATED ABSENCES						
Extd: ACCUMULATED ABSENCES						
5-01-23-230-000-299	CONTRIBUTION TO ACCUMULATED ABSENCES					
CITY CITY OF ASBURY PARK	25-01208 Transfer budgeted amount			100,000.00	0.00	
Extd Total: ACCUMULATED ABSENCES				100,000.00		
Department Total: ACCUMULATED ABSENCES				100,000.00		
CAFR Total:				793,764.32		
Department: POLICE						
Extd: POLICE DEPARTMENT						
5-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &	25-01146 #M62625 JANUARY 2025			1,220.00	0.00	
WIRCOM WIRELESS COMMUNICATIONS &	25-01151 #M62687 MARCH 2025			1,220.00	0.00	
OPTIMUM OPTIMUM	25-01249 #07866-182313-01-5 2/8 - 3/7			294.18	0.00	
OPTIMUM OPTIMUM	25-01250 #07866-182313-01-5 3/8 - 4/7			294.18	0.00	
THOWES THOMSON WEST CUSTOMER SERVICE	25-01251 #851728432 APRIL 2025			303.77	0.00	
WIRCOM WIRELESS COMMUNICATIONS &	25-01322 Mobile data service contract			1,220.00	0.00	
NJSTATE NJ STATE ASSOCIATION OF CHIEFS	25-01326 2025 Program membership fee			1,667.00	0.00	
				6,219.13		

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5-01-25-240-000-222	POLICE Training					
SPECI005	SPECIAL EVENT SAFETY SEMINARS	25-00731	#2396 MAY 20-22 PO FIORI	799.00	0.00	
NJSTATE	NJ STATE ASSOCIATION OF CHIEFS	25-01238	IN-20357 NJ INTERNAL AFFAIRS	898.00	0.00	
CALPRE	CALIBRE PRESS	25-01319	Training-Women in Command	359.00	0.00	
				2,056.00		
5-01-25-240-000-237	POLICE Accreditation					
POWDMS	POWERDMS INC.	25-01152	IVN-133178accreditation manual	650.00	0.00	
5-01-25-240-000-276	POLICE: PAL Expenses					
WBMASON	W.B.MASON CO., INC.	25-00949	Community Relations Supplies	992.97	0.00	
	Extd Total: POLICE DEPARTMENT			9,918.10		
	Department Total: POLICE			9,918.10		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
5-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
REDLI005	RED LINE FABRICATION & MACHINE	25-00296	EST:2025-011-8390 Ladder	650.43	0.00	
EASTC	EAST COAST EMERGENCY LIGHTING,	25-00305	EST:45336-Kussmaul Parts	217.40	0.00	
FISONS	FIS on Site Service LLC	25-00309	Blanket PO not to Exceed	524.48	0.00	B
				1,392.31		
5-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	25-00230	Qte:27929-6' Parapet Ladder	428.20	0.00	
5-01-25-265-000-214	FIRE DEPT. Building Maintenance					
IMPBAG	IMPERIAL DADE	25-00105	Blanket PO Not to Exceed	1,126.76	0.00	B
5-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	25-00798	QUOTE #111796 & #111797	2,475.93	0.00	
5-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	25-00351	Blanket PO Not to Exceed	642.60	0.00	B
5-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	25-01145	INV#9560979 - APRIL 2025	140.19	0.00	
5-01-25-265-000-298	FIRE DEPT. Special Operations					
ESIEQU	ESI EQUIPMENT, INC.	25-01141	QTE:E25-133-Holmatro Annual PM	1,026.00	0.00	
	Extd Total: FIRE DEPARTMENT			7,231.99		
Extd: FIRE HYDRANT						
5-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	25-01266	#1018-210026567043 3/26-4/23	23,694.99	0.00	
	Extd Total: FIRE HYDRANT			23,694.99		
	Department Total: FIRE DEPT.			30,926.98		
	CAFR Total:			40,845.08		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
5-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
THEHOS	THE HOSE SHOP, INC.	25-00010	VARIOUS PARTS NEEDED BLANKET	369.80	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	25-00098	VARIOUS PARTS BLANKET	138.75	0.00	B
THEHAR	THE HARDWARE STORE	25-00102	VARIOUSPARTS/MECHANICS BLANKET	16.42	0.00	B
SERVIO05	SERVICE TIRE TRUCK CENTERS	25-00104	VARIOUS PARTS BLANKET	293.95	0.00	B
FREFOR	FREEHOLD FORD	25-00129	VARIOUS PARTS BLANKET	1,878.23	0.00	B
PARSTE	PARK STEEL & IRON COMPANY	25-00143	EMERGENCY REPAIR TRUCK#851	1,000.00	0.00	
JOHGUI	JOHN GUIRE SUPPLY	25-00641	SNOW PLOW TRUCK REPAIRS	931.73	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	25-00759	VARIOUS PARTS BLANKET	98.91	0.00	B
DETCON	DETACHABLE CONTAINER &	25-00848	GARGAGE TRUCK REPAIRS/ADDITION	1,497.25	0.00	
JESCO	JESCO, INC.	25-00892	VARIOUS PARTS BLANKET	365.28	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	25-00970	VARIOUS PARTS BLANKET	4,800.52	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	25-01076	ELGIN SWEEPER PARTS	2,483.87	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	25-01077	KUBOTA #668 SHAFT, DRIVE	1,031.76	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	25-01092	RAVO GUTTER BROOM	3,498.04	0.00	
BOSUN005	BOSUN EQUIPMENT CONTRACTING LL	25-01094	#5816 GARAGE LIFTS 2025 INSPEC	590.00	0.00	
AMAZO005	AMAZON.COM SERVICES	25-01123	DPW DIAGNOSTIC TEST SCANNER	1,369.00	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	25-01207	ELGIN-WATER PUMP/SWITCH	1,189.21	0.00	
				21,552.72		
5-01-26-290-000-212	STREETS & ROAD	Tools				
UNITE010	UNITED RENTALS	25-00919	Metal Fan Rakes	351.75	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	25-01237	#2177679 oxygen,compressed2.2	46.00	0.00	
				397.75		
5-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
BARGS005	BARG'S LAWN & GARDEN SHOP	25-00812	Misc Landscaping supplies	196.07	0.00	B
5-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
THEHAR	THE HARDWARE STORE	25-00720	Blanket PO for DPW	47.96	0.00	B
TRICOM	TRIANGLE COMMUNICATIONS, LLC	25-00819	24 TWO-WAY RADIOS	6,000.00	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	25-01135	Post Accident Testing 4/1/25	106.00	0.00	
OPTIMUM	OPTIMUM	25-01147	#07866-183188-01-1 4/8 - 5/7	48.96	0.00	
MERHEA	HACKENSACK MERIDIAN WORKS	25-01158	#15093 PRE-EMPLOYMENT TESTING	200.00	0.00	
CINCOR	CINTAS CORPORATION NO 2	25-01239	#5265442603 MEDICAL RESTOCK	229.76	0.00	
QUENC005	QUENCH USA, INC.	25-01277	#INV08895610 MAY 2025	39.95	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	25-01324	Cylinder & hazmat charge	115.30	0.00	
CINCOR	CINTAS CORPORATION NO 2	25-01325	reviver AED agreement	107.00	0.00	
				6,894.93		
5-01-26-290-000-221	STREETS & ROAD	Tree Pruning/Removal				
ARMTRE	ARMSTRONG TREE SERVICE LLC	25-00808	Tree Maint.5th & Bond to Emory	5,000.00	0.00	
5-01-26-290-000-222	STREETS & ROAD	Training				
BUICON	BUILDING SAFETY CONFERENCE	25-01201	Building Conf. May 15 &16,2025	275.00	0.00	
BUICON	BUILDING SAFETY CONFERENCE	25-01212	Building Conf. May 14,15,16,	275.00	0.00	
				550.00		

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5-01-26-290-000-223 TIGRI005 TIGRIS	STREETS & ROAD Sunset Lake	25-00820	2025 SUNSET LAKE POND MANAGE-	1,510.00	0.00	B
	Extd Total: STREETS & ROADS MAINTENANCE			36,101.47		
	Department Total: STREETS & ROAD			36,101.47		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
5-01-26-305-000-209	SOLID WASTE Fees					
COUCUR	MONMOUTH COUNTY TREASURER	25-00571	use of Reclamation Cen. Jan.	1,600.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	25-01170	#330018 TRASH FEES 4/1 - 4/15	27,992.77	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	25-01171	#83207 reclamation center 3/25	1,204.94	0.00	
DELDEM	DELISA DEMOLITION, INC.	25-01278	#331453 & 331454 CONSTR DEBRIS	3,008.02	0.00	
MAZMUL	MAZZA MULCH, INC.	25-01320	brush disposal April 2025	660.00	0.00	
				34,465.73		
5-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	25-01243	#330158 MAY 2025	75,833.33	0.00	
	Extd Total: SOLID WASTE COLLECTION			110,299.06		
	Department Total: SOLID WASTE			110,299.06		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
5-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING	GRAINGER, INC.	25-00191	Misc Hardware	452.36	0.00	B
THEHAR	THE HARDWARE STORE	25-00290	Misc Hardware	44.00	0.00	B
GRAING	GRAINGER, INC.	25-01181	Paint Supplies / Wall Anchors	128.82	0.00	
				625.18		
5-01-26-310-000-204	BUILDING & GND Building Supplies					
BUDGE005	BUDGET BLINDS OF LONG BRANCH	25-00965	Blinds Community Relations	798.98	0.00	
5-01-26-310-000-210	BUILDING & GND Building Repairs					
MARKG005	MARK GANNON PLUMBING, HEATING	25-00617	Plumbing Repairs TRAIN & COMM	1,200.00	0.00	
MARKG005	MARK GANNON PLUMBING, HEATING	25-01182	INVOICE #1670 P.D. PLUMBING	500.00	0.00	
MONGLA	MONMOUTH GLASS CO. INC.	25-01234	#00026911 FRONT DOOR REPAIR	795.00	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	25-01236	#78156 PD PUMP REPAIRS 3/4/25	327.50	0.00	
				2,822.50		
5-01-26-310-000-218	BUILDING & GND Contract.Serv.					
GRAING	GRAINGER, INC.	25-01172	tile,batteries, tape for C.H.	753.30	0.00	
	Extd Total: BUILDINGS & GROUNDS			4,999.96		
	Department Total: BUILDING & GND			4,999.96		
	CAFR Total:			151,400.49		

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Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
5-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
AMAZO005	AMAZON.COM SERVICES	25-01165	Blank ID Cards (500)	46.98	0.00	
5-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
HOMDRU	HOME DRUG PHARMACY	25-00065	Blanket for client medications	46.00	0.00	B
Extd Total: SOCIAL SERVICES:				92.98		
Department Total: PUBLIC ASST				92.98		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
5-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	25-01194	#07866-196932-01-7 4/15 - 5/14	9.38	0.00	
Extd Total: SENIOR CENTER				9.38		
Department Total: SENIOR CENTER				9.38		
CAFR Total:				102.36		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
5-01-28-370-000-290	RECREATION Programs/Activities					
RHOISL	RHODE ISLAND NOVELTY, INC.	25-00604	easter items	619.92	0.00	
RHOISL	RHODE ISLAND NOVELTY, INC.	25-00654	easter items	397.50	0.00	
SHORIT	SAKER SHOPRITE, INC.	25-00888	easter items	585.60	0.00	
COMME005	COMMERCIAL RECREATION	25-01029	waterpark maintenance	3,716.00	0.00	
				5,319.02		
Extd Total: RECREATION SERVICES & PROGRAM				5,319.02		
Department Total: RECREATION				5,319.02		
CAFR Total:				5,319.02		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
5-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	25-01210	1st Payment Library Budget	78,500.00	0.00	
Extd Total: PUBLIC LIBRARY:				78,500.00		
Department Total: PUBLIC LIBRARY				78,500.00		
CAFR Total:				78,500.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
5-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	25-01211	Various Accounts 3/14-4/15	13,244.02	0.00	
NJNATU	N.J. NATURAL GAS CO.	25-01257	Various Accounts 3/14-4/15	55.00	0.00	
NJNATU	N.J. NATURAL GAS CO.	25-01273	#22-0022-4650-94 3/14-4/15	849.68	0.00	

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5-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
JCPL JCPL		25-01303	Various Accounts 3/27-4/25	6,460.04	0.00	
				20,608.74		
	Extd Total: LIGHT,HEAT,POW			20,608.74		
Extd:	STREET/TRAFFIC					
5-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		25-01180	Various Accounts 3/20-4/18	19,535.60	0.00	
JCPL JCPL		25-01242	Various Accounts 3/25-4/22	2,329.38	0.00	
JCPL JCPL		25-01256	Various Accounts 3/26-4/23	1,650.93	0.00	
SHELL005 SHELL ENERGY SOLUTIONS		25-01288	Various Accounts 3/20-4/18	1,416.80	0.00	
CONST010 CONSTELLATION NEWENERGY, INC.		25-01295	Various Accounts 3/26-4/23	85.90	0.00	
JCPL JCPL		25-01303	Various Accounts 3/27-4/25	5,005.44	0.00	
JCPL JCPL		25-01336	Various Accounts 3/26-4/23	502.31	0.00	
				30,526.36		
	Extd Total: STREET/TRAFFIC			30,526.36		
	Department Total: LIGHTING			51,135.10		
Department: TELEPHONE						
Extd: TELEPHONE						
5-01-31-440-000-299	TELEPHONE Misc.					
VERIZON VERIZON WIRELESS		25-01128	#342269861-00001 3/5-4/4	1,364.46	0.00	
VERZON VERIZON BUSINESS		25-01157	#152-069-551-0001-78 4/4-5/3	124.99	0.00	
ATLLC AT&T MOBILITY LLC		25-01197	#287284651437 3/12-4/11	1,262.50	0.00	
ATLLC AT&T MOBILITY LLC		25-01199	#287284936037 3/12-4/11	1,921.33	0.00	
ATLLC AT&T MOBILITY LLC		25-01200	#287315151017 3/12-4/11	776.39	0.00	
ATLLC AT&T MOBILITY LLC		25-01209	#DRX032025 - Data Usage	2,047.36	0.00	
TMOBIL T-MOBILE		25-01294	#990733363 3/21-4/20	530.62	0.00	
MONINT MONMOUTH INTERNET CORPORATION		25-01311	INVOICE #361018-M MAY 2025	3,596.45	0.00	
				11,624.10		
	Extd Total: TELEPHONE			11,624.10		
	Department Total: TELEPHONE			11,624.10		
Department: GASOLINE						
Extd: GASOLINE						
5-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		25-01148	#847339 DIESEL FUEL 4/3/25	2,108.69	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		25-01233	#858633 UNLEADED FUEL 4/15/25	7,175.55	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		25-01316	2,500 gallons unleaded fuel	5,281.93	0.00	
				14,566.17		
	Extd Total: GASOLINE			14,566.17		
	Department Total: GASOLINE			14,566.17		
	CAFR Total:			77,325.37		

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Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
5-01-43-490-000-202	MUNIC COURT Office Supplies					
MUNREC	MUNICIPAL RECORD SERVICE	25-01045	SPECIAL COMPLAINT BOOKS	771.00	0.00	
MACFE005	MACFERREN PRINTING	25-01085	envelopes	447.00	0.00	
WBMASON	W.B.MASON CO., INC.	25-01269	OFFICE SUPPLIES	80.35	0.00	
				<u>1,298.35</u>		
5-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	25-01041	#41283 SPANISH INT 3/21/25	227.50	0.00	
BEACRA	BEATRIZ C. CRANEY	25-01042	#41286 CREOLE INTERPRETER 3/21	285.00	0.00	
				<u>512.50</u>		
5-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	25-01268	39044253 MAIL MACHINE MAY 2025	145.00	0.00	
	Extd Total: MUNICIPAL COURT			1,955.85		
	Department Total: MUNIC COURT			1,955.85		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
5-01-43-495-000-021	Fees					
GREER005	GREER LAW FIRM	25-01271	ALT PUBLIC DEF 4/11/25	500.00	0.00	
	Extd Total: PUBLIC DEFENDER			500.00		
	Department Total: PUBLIC DEFEND.			500.00		
	CAFR Total:			2,455.85		
Department: INT ON BONDS						
5-01-45-930-000-299	BOND INTEREST					
USBANK	US BANK OPERATIONS CTR.	25-01191	INV#2874168-2012 MCIA-BOND INT	2,155.40	0.00	
USBANK	US BANK OPERATIONS CTR.	25-01258	MCIA BOND INTEREST	451,837.50	0.00	
				<u>453,992.90</u>		
	Extd Total:			453,992.90		
	Department Total: INT ON BONDS			453,992.90		
	CAFR Total:			453,992.90		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
5-01-55-001-000-011	ACCOUNTS PAYABLE					
TMASSO	T & M ASSOCIATES	17-01768	Resolution 2017-91 LSRP Serv.	2,782.69	0.00	B
	Extd Total: TAXES PAYABLE:			2,782.69		
	Department Total: TAXES PAYABLE:			2,782.69		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,782.69		
	Fund Total: CURRENT			1,659,276.57		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
5-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL	25-01303 Various Accounts	3/27-4/25		60.06	0.00	
JCPL JCPL	25-01336 Various Accounts	3/26-4/23		261.35	0.00	
				321.41		
5-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM OPTIMUM	25-01244 #07866-197754-01-4	4/15 - 5/14		119.40	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			440.81		
	Department Total: UTILITY OE			440.81		
Department: INT ON BONDS						
Extd: BEACH UTILITY: INTEREST ON BONDS						
5-05-55-522-000-000	BEACH UTILITY: INTEREST ON BONDS					
USBANK US BANK OPERATIONS CTR.	25-01258 MCIA BOND INTEREST			21,499.23	0.00	
	Extd Total: BEACH UTILITY: INTEREST ON BONDS			21,499.23		
	Department Total: INT ON BONDS			21,499.23		
	CAFR Total:			21,940.04		
	Fund Total: BEACH			21,940.04		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
5-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR KEPWEL SPRING WATER	25-01312 ACCT #117290 APRIL 2025			12.00	0.00	
5-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP GLENCO SUPPLY INC.	25-00827 March Materials Purchase			9,750.00	0.00	
5-06-55-502-000-220	TRANS.UTILITY O/E: Utilities					
NJNATU N.J. NATURAL GAS CO.	25-01257 Various Accounts	3/14-4/15		55.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			9,817.00		
	Department Total: UTILITY OE			9,817.00		
5-06-55-505-000-265	TRANS.UTILITY O/E: Interest on Bonds					
USBANK US BANK OPERATIONS CTR.	25-01258 MCIA BOND INTEREST			36,924.79	0.00	
	Extd Total:			36,924.79		
	Department Total:			36,924.79		
	CAFR Total:			46,741.79		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			46,741.79		

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Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
5-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
INDUS005	INDUSTRIAL CHEM LABS SERVICES	25-00716	collection treatment test chem	117.25	0.00	
GRAING	GRAINGER, INC.	25-01051	replacement parts/cleaning	<u>1,117.53</u>	0.00	
				1,234.78		
5-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	25-01211	Various Accounts 3/14-4/15	19,188.24	0.00	
JCPL	JCPL	25-01336	Various Accounts 3/26-4/23	<u>22,165.61</u>	0.00	
				41,353.85		
5-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
CERID005	CERIDA INVESTMENT CORP.	25-01232	#127-44286 MAY 2025	153.44	0.00	
KEPSPR	KEPWEL SPRING WATER	25-01312	ACCT #117290 APRIL 2025	<u>12.00</u>	0.00	
				165.44		
5-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	25-01287	APRIL 25 USAGE INV.4000302233	403.40	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			43,157.47		
	Department Total: UTILITY OE			43,157.47		
5-07-55-599-000-299	ACCRUED INTEREST ON BONDS & NOTES					
USBANK	US BANK OPERATIONS CTR.	25-01191	INV#2874168-2012 MCIA-BOND INT	3,044.51	0.00	
USBANK	US BANK OPERATIONS CTR.	25-01258	MCIA BOND INTEREST	<u>69,253.19</u>	0.00	
				72,297.70		
	Extd Total:			72,297.70		
	Department Total:			72,297.70		
	CAFR Total:			115,455.17		
	Fund Total: SEWER UTILITY: BUDGET:			115,455.17		
	Year Total:			1,843,413.57		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq.Prop./Const. of FH					
C-04-55-998-176-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	19,246.08	0.00	B
NJTRA	NJ TRANSIT CORPORATION	25-01179	Project Costs for New	<u>45,958.55</u>	0.00	
				65,204.63		
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			65,204.63		
Extd:	Ord. 2023-19 Various Park Improv.					
C-04-55-998-184-003	City Wide Park Improvements					
SOMET005	SO METAL, LLC	25-01167	P.B. ART BENCH PROJECT	5,875.00	0.00	B
	Extd Total: Ord. 2023-19 Various Park Improv.			5,875.00		

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Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-002	Various Vehicles & Equipment Fire Dept.					
CONFIR	CONTINENTAL FIRE & SAFETY, INC.	24-03288	#24-2231 FD RESCUE STRUT KIT	88,554.25	0.00	
C-04-55-998-186-003	Vehicles & Equip. IT					
NEWIRON	NEWARK IRONBOUND ELECTRICAL	25-00597	Q01-100821 DPW Gates	3,018.15	0.00	
C-04-55-998-186-005	Vehicles & Equipment DPW					
TRICOM	TRIANGLE COMMUNICATIONS, LLC	25-00819	24 TWO-WAY RADIOS	13,758.10	0.00	
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			105,330.50		
	Department Total:			176,410.13		
	CAFR Total:			176,410.13		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			176,410.13		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	271.21	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			271.21		
	Department Total: Ord. 2020-8 Memorial Drive Paving			271.21		
Department:	Ord. 2021-37 Var. Transportation Impr.					
Extd:	Ord. 2021-37 Var. Transportation Impr.					
C-09-17-908-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	24-03653	TRAFFIC SIGNALS GRAND & SUNSET	21,288.83	0.00	B
	Extd Total: Ord. 2021-37 Var. Transportation Impr.			21,288.83		
	Department Total: Ord. 2021-37 Var. Transportation Impr.			21,288.83		
Department:	Ord. 2024-20 1st Ave. Road Improvements					
Extd:	Ord. 2024-20 1st Ave. Road Improvements					
C-09-17-911-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	24-02201	FIRST AVE ROADWAY IMPROVEMENTS	10,448.73	0.00	B
	Extd Total: Ord. 2024-20 1st Ave. Road Improvements			10,448.73		
	Department Total: Ord. 2024-20 1st Ave. Road Improvements			10,448.73		
	CAFR Total:			32,008.77		
	Fund Total: PARKING CAPITAL			32,008.77		
	Year Total:			208,418.90		

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Fund: GRANT FUND BUDGET:						
G-02-43-938-020-200 NV5IN005 NV5, INC.	Safe Streets to Schools	25-01283	INV443606 Srvs Thru 3/29/25	10,874.60	0.00	
	Extd Total:			10,874.60		
	Department Total:			10,874.60		
G-02-43-956-022-217	Opiod Settlement Funds					
THERA005 PROSPERITYEHR		24-03404	Database Fees 11/2024 -10/2025	542.50	0.00	B
COSTCO COSTCO WHOLESALE		25-01058	Sundries Community Events NTE	304.15	0.00	
TMOBIL T-MOBILE		25-01294	#990733363 3/21-4/20	64.11	0.00	
				910.76		
	Extd Total:			910.76		
	Department Total:			910.76		
G-02-43-966-023-220	EPA Brownfields Cleanup Grant					
BRORED BROWNFIELD REDEVELOPMENT		25-01115	Invoice 7751 Brownfields	1,483.25	0.00	
	Extd Total:			1,483.25		
	Department Total:			1,483.25		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
PULPA005 PULP ASBURY, LLC		24-02933	\$1205.40 BLANKET-LEASE SUBSIDY	200.90	0.00	B
CONF005 CONFECTIONS OF A ROCKSTAR LLC		25-00435	LEASE SUBSIDY BLANKET \$2976	496.00	0.00	B
CHOCO005 CHOCO LOVERS ASBURY, LLC		25-00586	TOTAL AMT FOR 6 PMNTS @\$298 EA	298.00	0.00	B
RALPH005 RALPHS ITALIAN ICE AND ICE		25-00690	LEASE SUB - 6 PMNTS @\$387.70	387.70	0.00	B
				1,382.60		
	Extd Total:			1,382.60		
	Department Total:			1,382.60		
G-02-43-984-024-201	Municipal Share					
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC		24-01847	BOARDWALK RESTROOMS	450.00	0.00	B
TMASSO T & M ASSOCIATES		24-02759	BOARDWALK RESTROOMS PROJECT	9,783.75	0.00	B
TMASSO T & M ASSOCIATES		24-02760	BOARDWALK DECKING REPLACEMENT	21,211.24	0.00	B
VULCA005 VULCAN CONSTRUCTION GROUP INC.		24-03085	BOARDWALK DECKING REMOVAL AND	210,700.00	0.00	B
				242,144.99		
	Extd Total:			242,144.99		
	Department Total:			242,144.99		
G-02-43-995-024-200	Community Mental Health Grant					
WBMASON W.B.MASON CO., INC.		25-01185	Arts & Crafts Supplies for	143.50	0.00	
AMAZO005 AMAZON.COM SERVICES		25-01198	Supplies for Mayors Wellness	41.30	0.00	
				184.80		
	Extd Total:			184.80		
	Department Total:			184.80		

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G-02-43-996-025-200	2025 Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	25-00183	Nursing Serv. Blnkt MH Grant	9,916.67	0.00	B
	Extd Total:			9,916.67		
	Department Total:			9,916.67		
	CAFR Total:			266,897.67		
	Fund Total: GRANT FUND BUDGET:			266,897.67		
	Year Total:			266,897.67		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-003	2023 Community Events					
SHORIT	SAKER SHOPRITE, INC.	25-00885	Supplies for Easter Egg Hunt	565.60	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			565.60		
	Department Total:			565.60		
	CAFR Total:			565.60		
Extd:	2024 CDBG 24-MC-83-850-850-000					
T-17-83-850-850-001	2024 Administration					
WBMASON	W.B.MASON CO., INC.	25-01090	CATALOG ENVELOPES	15.67	0.00	
GANN005	GANNETT NEW YORK/NEW JERSEY	25-01137	#10858787 & 11169169 ADS	219.60	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	25-01163	Easter Backdrop	220.00	0.00	
THECOA	THE NEW COASTER, LLC	25-01248	Easter Egg Hunt Advertisement	378.00	0.00	
				833.27		
T-17-83-850-850-003	2024 Community Events					
INTNEI	INTERFAITH NEIGHBORS, INC.	25-01169	INV #100 Easter Egg Hunt Food	293.57	0.00	
T-17-83-850-850-007	2024 Tree & Flower Planting					
GASFAM	GASKOS FAMILY FARM	25-00815	Trees & Flower Plants	123.40	0.00	B
	Extd Total: 2024 CDBG 24-MC-83-850-850-000			1,250.24		
	Department Total:			1,250.24		
	CAFR Total:			1,250.24		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,815.84		
Fund:	TRUST OTHER					
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	25-01178	Unemployment Q 6/24 interest	162.66	0.00	
	Extd Total:			162.66		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	25-01166	1ST QTR TRAINING FEES	4,025.00	0.00	
	Extd Total: 5 YR EMERGENCY			4,025.00		
	Department Total:			4,187.66		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: UEZ Funds						
Extd: UEZ Funds						
T-20-56-861-000-005	UEZ 5 YEAR MASTER PLAN					
TOPOLO05 TOPOLOGY NJ, LLC	24-02942 UEZ FIVE-YEAR MASTER PLAN			9,850.00	0.00	B
Extd Total: UEZ Funds				9,850.00		
Department Total: UEZ Funds				9,850.00		
CAFR Total:				14,037.66		
Fund Total: TRUST OTHER				14,037.66		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
Department: SOLID WASTE						
T-21-00-305-000-299	206 1ST AVENUE(MON.COUNCIL#9 CIVIL SERV)					
INSENG INSITE ENGINEERING, LLC	25-01124 PB PROF SVS Insite Phillip Sea			33.42	0.00	
Extd Total:				33.42		
Department Total: SOLID WASTE				33.42		
T-21-00-461-000-299	1201 MEMORIAL DRIVE(JEMAL'S BRAVERMAN)					
LEONS010 LEON S. AVAKIAN, INC.	25-01131 PB PROF SVS Avakian			4,931.25	0.00	
CLACAN CLARKE CATON HINTZ PC	25-01149 PB PROF INVOICES CCH			1,800.00	0.00	
				6,731.25		
Extd Total:				6,731.25		
Department Total:				6,731.25		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
TMASSO T & M ASSOCIATES	25-01228 SE484104 316 Main Street			869.25	0.00	
Extd Total:				869.25		
Department Total:				869.25		
T-21-00-542-000-299	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL)					
LEONS010 LEON S. AVAKIAN, INC.	25-01130 ZB PROF SVS Avakian			740.00	0.00	
Extd Total:				740.00		
Department Total:				740.00		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
LEONS010 LEON S. AVAKIAN, INC.	25-01131 PB PROF SVS Avakian			1,320.00	0.00	
CLACAN CLARKE CATON HINTZ PC	25-01149 PB PROF INVOICES CCH			77.50	0.00	
TMASSO T & M ASSOCIATES	25-01229 SE484138 115 Fourth Ave.			594.75	0.00	
				1,992.25		
Extd Total:				1,992.25		
Department Total:				1,992.25		

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T-21-00-568-000-299 LEONS010 LEON S. AVAKIAN, INC.	BL 4001(INSP.FEES)(AP BL 4001 VENTURE)	25-01129	PB PROF SVS Avakian	4,247.50	0.00	
	Extd Total:			4,247.50		
	Department Total:			4,247.50		
T-21-00-574-000-299 CLACAN CLARKE CATON HINTZ PC	200 COOKMAN AVENUE(ASBURY PARTNERS, LLC)	25-01291	ZB PROF SVS	1,980.80	0.00	
	Extd Total:			1,980.80		
	Department Total:			1,980.80		
T-21-00-581-000-299 CLACAN CLARKE CATON HINTZ PC	512-514 SUMMERFIELD(SACKMAN ASSET MGMT)	25-01149	PB PROF INVOICES CCH	1,085.00	0.00	
	Extd Total:			1,085.00		
	Department Total:			1,085.00		
T-21-00-585-000-299 LEONS010 LEON S. AVAKIAN, INC.	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)	25-01129	PB PROF SVS Avakian	1,770.00	0.00	
	Extd Total:			1,770.00		
	Department Total:			1,770.00		
T-21-00-593-000-299 CLACAN CLARKE CATON HINTZ PC	BLOCK 4306(ASBURY PARTNERS, LLC)	25-01149	PB PROF INVOICES CCH	310.00	0.00	
	Extd Total:			310.00		
	Department Total:			310.00		
T-21-00-597-000-299 LEONS010 LEON S. AVAKIAN, INC. TMASSO T & M ASSOCIATES	407 LAKE AVE(INSP.FEES)(TOLL BROS.INC.)	25-01129	PB PROF SVS Avakian	1,473.75	0.00	
		25-01231	SE484118 407 Lake Avenue	274.50	0.00	
				1,748.25		
	Extd Total:			1,748.25		
	Department Total:			1,748.25		
T-21-00-600-000-299 LEONS010 LEON S. AVAKIAN, INC.	1411 MEMORIAL DR(INS)(T.CALTABILOTA,LLC)	25-01129	PB PROF SVS Avakian	1,638.75	0.00	
	Extd Total:			1,638.75		
	Department Total:			1,638.75		
T-21-00-608-000-299 CLACAN CLARKE CATON HINTZ PC LEONS010 LEON S. AVAKIAN, INC.	9 SUNSET DRIVE(MARIA D. TORRES)	25-01292	ZB PROF SVS	1,550.00	0.00	
		25-01293	PB & ZB PRO SVS	772.50	0.00	
				2,322.50		
	Extd Total:			2,322.50		
	Department Total:			2,322.50		

Attachment: Bill List 5-14-25 (2025-220 : Payment of Bills)

May 5, 2025
10:43 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 10 of 20

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC		25-01149	PB PROF INVOICES CCH	2,945.00	0.00	
	Extd Total:			2,945.00		
	Department Total:			2,945.00		
T-21-00-614-000-299	614 COOKMAN AVENUE(INS)(614 COOKMAN,LLC)					
LEONS010 LEON S. AVAKIAN, INC.		25-01129	PB PROF SVS Avakian	378.75	0.00	
LEONS010 LEON S. AVAKIAN, INC.		25-01131	PB PROF SVS Avakian	330.00	0.00	
				<u>708.75</u>		
	Extd Total:			708.75		
	Department Total:			708.75		
T-21-00-620-000-299	711 BANGS AVENUE(725 MATTISON, LLC)					
LEONS010 LEON S. AVAKIAN, INC.		25-01131	PB PROF SVS Avakian	175.00	0.00	
CLACAN CLARKE CATON HINTZ PC		25-01149	PB PROF INVOICES CCH	310.00	0.00	
				<u>485.00</u>		
	Extd Total:			485.00		
	Department Total:			485.00		
T-21-00-621-000-299	637-701 LAKE AVE(DOUGLAS DEVELOPMENT CO)					
LEONS010 LEON S. AVAKIAN, INC.		25-01129	PB PROF SVS Avakian	60.00	0.00	
	Extd Total:			60.00		
	Department Total:			60.00		
T-21-00-622-000-299	601 GRAND AVENUE(HOPE ACADEMY CHARTER)					
LEONS010 LEON S. AVAKIAN, INC.		25-01130	ZB PROF SVS Avakian	185.00	0.00	
CLACAN CLARKE CATON HINTZ PC		25-01291	ZB PROF SVS	1,317.50	0.00	
				<u>1,502.50</u>		
	Extd Total:			1,502.50		
	Department Total:			1,502.50		
T-21-00-625-000-299	1206 COMSTOCK ST(1206 COMSTOCK AP,LLC)					
LEONS010 LEON S. AVAKIAN, INC.		25-01130	ZB PROF SVS Avakian	792.50	0.00	
CLACAN CLARKE CATON HINTZ PC		25-01149	PB PROF INVOICES CCH	155.00	0.00	
				<u>947.50</u>		
	Extd Total:			947.50		
	Department Total:			947.50		
T-21-00-629-000-299	SUNSET SQUARE B4205(INSF.FEES)(PHM,LLC)					
LEONS010 LEON S. AVAKIAN, INC.		25-01129	PB PROF SVS Avakian	1,050.00	0.00	
	Extd Total:			1,050.00		
	Department Total:			1,050.00		

Attachment: Bill List 5-14-25 (2025-220 : Payment of Bills)

May 5, 2025
10:43 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-632-000-299	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)					
CLACAN CLARKE CATON HINTZ PC	25-01149 PB PROF INVOICES CCH			95.00	0.00	
	Extd Total:			95.00		
	Department Total:			95.00		
T-21-00-633-000-299	614 5TH AVENUE(CHRIS VIOLA)					
LEONS010 LEON S. AVAKIAN, INC.	25-01130 ZB PROF SVS Avakian			277.50	0.00	
CLACAN CLARKE CATON HINTZ PC	25-01149 PB PROF INVOICES CCH			387.50	0.00	
CLACAN CLARKE CATON HINTZ PC	25-01291 ZB PROF SVS			1,240.00	0.00	
				<u>1,905.00</u>		
	Extd Total:			1,905.00		
	Department Total:			1,905.00		
T-21-00-634-000-299	301 EIGHTH AVENUE(KAREN J. MAY)					
CLACAN CLARKE CATON HINTZ PC	25-01149 PB PROF INVOICES CCH			387.50	0.00	
	Extd Total:			387.50		
	Department Total:			387.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			35,555.22		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			35,555.22		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)					
MARFAL MARAZITI FALCON, LLP	25-01134 PROFESSIONAL SERVICES RENDERED			162.50	0.00	
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL MARAZITI FALCON, LLP	25-01134 PROFESSIONAL SERVICES RENDERED			357.50	0.00	
T-48-56-850-000-846	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
MARFAL MARAZITI FALCON, LLP	25-01134 PROFESSIONAL SERVICES RENDERED			325.00	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK, LLC)					
DILW0005 DILWORTH PAXSON, LLP	25-01204 Invoice 623016 General Fees			10,440.00	0.00	
T-48-56-850-000-855	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
MARFAL MARAZITI FALCON, LLP	25-01134 PROFESSIONAL SERVICES RENDERED			195.00	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
DILW0005 DILWORTH PAXSON, LLP	25-01204 Invoice 623016 General Fees			210.00	0.00	
T-48-56-850-000-867	900-904 SPRINGWOOD(MEMORIAL AVE.HOLDINGS					
DILW0005 DILWORTH PAXSON, LLP	25-01204 Invoice 623016 General Fees			175.00	0.00	
T-48-56-850-000-869	212-214 2ND AVENUE(BLOCK 3901 QOZF, LLC)					
MARFAL MARAZITI FALCON, LLP	25-01134 PROFESSIONAL SERVICES RENDERED			325.00	0.00	
T-48-56-850-000-870	BLOCK 4306(ASBURY PARTNERS, LLC) DELTA					
DILW0005 DILWORTH PAXSON, LLP	25-01204 Invoice 623016 General Fees			490.00	0.00	

Attachment: Bill List 5-14-25 (2025-220 : Payment of Bills)

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-874	MM BOARDWALK(MADISON MARQUETTE,LLC)	25-01230	SE484103 MM Boardwalk Grant	8,840.25		0.00
T-48-56-850-000-875	SOMERSET IMPACT FEE-MADISON TITLE AGENCY	25-01308	Transfer of Impact Fee	255,923.12		0.00
T-48-56-850-000-883	BLK 4004 108 3RD AVENUE(ASBURY PARTNERS)	25-01134	PROFESSIONAL SERVICES RENDERED	3,284.30		0.00
T-48-56-850-000-884	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)	25-01134	PROFESSIONAL SERVICES RENDERED	3,477.50		0.00
T-48-56-850-000-885	VITA GARDENS(HUDSON VALLEY PRES.FUND II)	25-01104	Invoice 618051 Asbury Park	4,340.00		0.00
T-48-56-850-000-887	BLOCK 3802(ASBURY PARTNERS, LLC)	25-01134	PROFESSIONAL SERVICES RENDERED	6,728.21		0.00
	Ext'd Total:			295,273.38		
	Department Total:			295,273.38		
	CAFR Total:			295,273.38		
	Fund Total:			295,273.38		
	Year Total:			346,682.10		
Total Charged Lines: 500 Total List Amount: 2,670,377.32 Total Void Amount: 0.00						

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	4-01	4,965.08	0.00	0.00	4,965.08
CURRENT	5-01	1,659,276.57	0.00	0.00	1,659,276.57
BEACH	5-05	21,940.04	0.00	0.00	21,940.04
TRANSPORTATION UTILITY: BUDGET:	5-06	46,741.79	0.00	0.00	46,741.79
SEWER UTILITY: BUDGET:	5-07	115,455.17	0.00	0.00	115,455.17
Year Total:		1,843,413.57	0.00	0.00	1,843,413.57
GENERAL CAPITAL FUND BUDGET:	C-04	176,410.13	0.00	0.00	176,410.13
PARKING CAPITAL	C-09	32,008.77	0.00	0.00	32,008.77
Year Total:		208,418.90	0.00	0.00	208,418.90
GRANT FUND BUDGET:	G-02	266,897.67	0.00	0.00	266,897.67
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	1,815.84	0.00	0.00	1,815.84
TRUST OTHER	T-20	14,037.66	0.00	0.00	14,037.66
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	35,555.22	0.00	0.00	35,555.22
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	295,273.38	0.00	0.00	295,273.38
Year Total:		346,682.10	0.00	0.00	346,682.10
Total Of All Funds:		2,670,377.32	0.00	0.00	2,670,377.32

May 14, 2025 Meeting

Balance Brought Forward from Total List Amount	\$ 2,670,377.32
CMRS-FP (25-01193)	\$ 2,500.00
Berkley Hotel (25-01177)	\$ 1,875.00
Parreott's Music (25-01187)	\$ 350.00
Crust & Crumble (25-01196)	\$ 81.00
NJ Motor Vehicle Commission (25-01203)	\$ 60.00
Party Fair of Oakhurst (25-01206)	\$ 126.16
Fiore Paving (24-02387-03)	\$ 127,851.78
City of Asbury Park (25-01297)	\$ 1,000.00

Total: \$ 2,804,221.26



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-221

Resolution authorizing the purchase of janitorial supplies needed for the Beach Department in the amount of \$7,075.26 utilizing Beach Funds.



RESOLUTION NO. 2025-221

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

RESOLUTION AUTHORIZING THE PURCHASE OF JANITORIAL SUPPLIES FOR THE BEACH DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase janitorial supplies for the Beach Department; and

WHEREAS, the City has obtained the attached quotes from Atra Janitorial Supply Co., LLC a BradyPlus Company totaling \$7,075.26 off of the Omnia Partners Co-Op contract #02-27, in which the City is a member; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Atra Janitorial Supply Co., LLC a BradyPlus Company in the amount of \$7,075.26; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-05-55-502-000-209. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of janitorial supplies needed for the Beach Department in the amount of \$7,075.26 from Atra Janitorial Supply Co., LLC a BradyPlus Company and a copy of this Resolution shall be provided to the Deputy Director of Public Works, Acting City Manager, CFO and Purchasing Agent.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-221 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



ATRA Janitorial Supply Co., LLC
A BradyPLUS Company

Farmingdale, NJ
Phone: 973.248.3480
BradyPLUS.com

QUOTATION

#8915394

4/16/2025

ORDERED BY: ASBURY PARK, CITY OF
1 Municipal Plz
Asbury Park, NJ 07712-7026
US

SHIP TO: CITY OF ASBURY PARK BEACH
820 Ocean Ave
Asbury Park, NJ 07712
US

Customer ID: 396449

Ship To ID: 404661

Order #: 8915394

Entered By: MORGAN.PETERSON

Customer PO #:

Qty	B/O	Item ID	Description	UoM	Unit Price	Ext Price
<i>Order Note:</i> OMNIA CONTRACT #02-27						
4.00	4.00	INF7081	HANDLE BROOM60IN THREADED HANDLEW 60IN METAL THREADED	EACH	7.660	30.64
4.00	4.00	INF6125	BROOM SOFTOUCH UBS25 ANGLED TRIM FLAGGED DOUBLE S	EACH	8.050	32.20
4.00	4.00	INF6119	DUST PAN LOBBY PLASTIC HOPPER DP19	EACH	12.920	51.68
4.00	4.00	INF6415	BROOM LOBBY LB15 FLAGGED 8IN PLASTIC BRISTLE V	EACH	8.100	32.40
120.00	120.00	SIA-A11A14	GLOVE NITRILE PF CHEMA EXAM 3.5MIL XLG	BOX	4.200	504.00
4.00	4.00	KL-660900	MOP BUCKET COMBO 35QT YELLOW 3 CASTERS DOWNPRESS KLEENLINE	EACH	130.000	520.00
<i>Customer Part #:</i> INFMPCMBOY						
30.00	30.00	8811-03	SOAP FOAM GOJO ADX CLR/MLD 1250ML 3/CS	EACH	21.803	654.09
10.00	10.00	CF1041	DISINFECTANT KIK BLEACH 6 GL 6/CS	CASE	31.460	314.60
6.00	6.00	F-4142-12	FRANKLIN DUTCH PLUS RESTROOM/ DISINFECTANT 12/32OZ	CASE	44.450	266.70
6.00	6.00	FBSPRAYSPRKL	GLASS CLEANERNON AEROSOL9014 CONTAINS AMMONIA/SOLVENTS 12/C	CASE	21.810	130.86
10.00	10.00	RAC99985CT	LYSOL DEODORIZING LEMON SCENT 128OZ 4/CS	CASE	80.930	809.30
6.00	6.00	INFPT800	WHITE ROLL TOWEL 800/ROLL 6 ROLLS PER CASE 1PLY	CASE	37.810	226.86
40.00	40.00	PK4007	TISSUE BATH KC CORELESS 2PLY 1000SHT 36/	CASE	58.730	2,349.20

Attachment: BEACH JANITORIAL SUPPLIES QUOTE (2025-221 : Purchase of Janitorial Supplies for the Beach Department)



ATRA Janitorial Supply Co., LLC
A BradyPLUS Company

Farmingdale, NJ
Phone: 973.248.3480
BradyPLUS.com

QUOTATION

#8915394

4/16/2025

ORDERED BY: ASBURY PARK, CITY OF
1 Municipal Plz
Asbury Park, NJ 07712-7026
US

SHIP TO: CITY OF ASBURY PARK BEACH
820 Ocean Ave
Asbury Park, NJ 07712
US

Customer ID: 396449

Ship To ID: 404661

Order #: 8915394

Entered By: MORGAN.PETERSON

Customer PO #:

Qty	B/O	Item ID	Description	UoM	Unit Price	Ext Price
<i>Customer Part #: KC04007</i>						
6.00	6.00	INFUSLINEN	URINAL SCREEN LINEN FRESH HIGH FRAGRANCE 10/CS	CASE	25.880	155.28
6.00	6.00	INFUSMELON	URINAL SCREEN MELON HIGH FRAGRANCE 10/CS	CASE	25.880	155.28
4.00	4.00	INF1638	BRUSH BOWL PLASTIC BRISTLES SCRATCHLESS BOWL BRUSH 20.5 IN	EACH	3.610	14.44
6.00	6.00	PO6141	SANITARY LINER WAXED 9x10 250/CS	CASE	19.889	119.33
12.00	12.00	INFWM26124C	MOP WET COTTON WHITE XL LOOPED 5IN BAND VAL24C	EACH	9.050	108.60
10.00	10.00	B0072	CLOTH MICROFIBER 200 WASH 16X16 RED 5/CS	EACH	1.030	10.30
10.00	10.00	INFRG800LB25	WIPERTERRY WHITE WHITE BAR MOP	CASE	58.950	589.50

SUB-TOTAL: 7,075.26

TAX: 0.00

BALANCE DUE: 7,075.26

Total Lines: 20



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-222

Resolution identifying the 2024 Menu Items as per the Subsequent Developers Agreement with Madison Retail LLC and Asbury Partners



RESOLUTION NO. 2025-222

**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:

- \$17,000.00 ATV's (2)
- \$14,000.00 1st and 4th Avenue Bathroom Repairs
- \$17,000.00 water usage at showers and bathrooms
- \$24,000.00 Slice Boardwalk Wi-Fi

WHEREAS, the City Manager shall provide Madison Asbury Retail LLC with the specifications of these items for purchases.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-222 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-223

Resolution authorizing emergency heat repairs needed at the Senior Center totaling \$8,605.00 utilizing B&G O&E funds from Trane U.S., Inc.



RESOLUTION NO. 2025-223

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

RESOLUTION AUTHORIZING EMERGENCY HEAT REPAIRS NEEDED AT THE SENIOR CENTER

WHEREAS, the Acting City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency heat repairs needed at the Senior Center; and

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

WHEREAS, an invoice has been received from Trane U.S., Inc. for emergency heat repairs needed at the Senior Center in the amount of \$8,605.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 5-01-26-310-000-210. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize emergency repairs needed at the Senior Center in the amount of \$8,605.00 from Trane U.S., Inc. and a copy of this Resolution shall be provided to the Deputy Director Public Works, Acting City Manager, CFO and Purchasing Agent.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-223 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-224

Resolution authorizing payment for an emergency bypass rental needed at Deal Lake to Xylem Dewatering Solutions, Inc. totaling \$18,474.90 utilizing Sewer O&E Funds. Emergency declared on April 5, 2025.



RESOLUTION NO. 2025-224

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

RESOLUTION AUTHORIZING PAYMENT FOR AN EMERGENCY BYPASS RENTAL NEEDED AT DEAL LAKE

WHEREAS, the Acting City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency sewer repairs needed at Deal Lake; and

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

WHEREAS, the City of Asbury Park authorizes payment to Xylem Dewatering Solutions, Inc. in the amount of \$18,474.90 for an emergency bypass rental needed at Deal Lake; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 5-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to Xylem Dewatering Solutions, Inc. in the amount of \$18,474.90 for an emergency bypass rental needed at the Deal Lake.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-224 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-225

Resolution authorizing payment for emergency sewer repairs needed at Deal Lake to Sewer Rat Trenchless Solutions, LLC totaling \$174,865.00 utilizing Sewer O&E Funds. Emergency declared on April 5, 2025.



RESOLUTION NO. 2025-225

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

RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY SEWER REPAIRS NEEDED AT DEAL LAKE

WHEREAS, the Acting City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency sewer repairs needed at Deal Lake; and

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

WHEREAS, the City of Asbury Park authorizes payment to Sewer Rat Trenchless Solutions, LLC in the amount of \$174,865.00 for emergency sewer repairs needed at Deal Lake; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 5-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to Sewer Rat Trenchless Solutions, LLC in the amount of \$174,865.00 for emergency sewer repairs needed at the Deal Lake.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-225 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-226

Resolution authorizing emergency influent pump repairs needed at the WWTP totaling \$10,306.80 from Pumping Services, Inc. utilizing Sewer O&E funds.



RESOLUTION NO. 2025-226

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

RESOLUTION AUTHORIZING THE EMERGENCY INFLUENT PUMP REPAIRS NEEDED AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the Acting City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the influent pump repairs needed at the Wastewater Treatment Plant; and

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

WHEREAS, a proposal has been received from Pumping Services, Inc. for the emergency influent pump repairs needed in the amount of \$10,306.80; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 5-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the emergency influent pump repairs needed at the Wastewater Treatment Plant in the amount of \$10,308.80 from Pumping Services, Inc. and a copy of this Resolution shall be provided to the Deputy Director of Public Works, Acting City Manager, CFO and Purchasing Agent.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-226 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-227

Resolution authorizing payment for emergency influent pump repairs needed at the Wastewater Treatment Plant to Sewer Rat Municipal Maintenance Co. \$68,432.47 utilizing Sewer O&E Funds. Emergency declared on March 17, 2025.



RESOLUTION NO. 2025-227

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

RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY INFLUENT PUMP REPAIRS NEEDED AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the Acting City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency sewer repairs needed at Deal Lake; and

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

WHEREAS, the City of Asbury Park authorizes payment to Municipal Maintenance Co. in the amount of \$68,432.47 for emergency influent pump repairs needed at the Wastewater Treatment Plant; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 5-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to Municipal Maintenance Co. in the amount of \$68,432.47 for emergency influent pump repairs needed at the Wastewater Treatment Plant.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-227 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-228

Resolution authorizing the purchase of a 2025 Ford F150 Pick-Up and related equipment for the Fire Department from State contract vendors utilizing Capital funds totaling \$95,684.19.



RESOLUTION NO. 2025-228

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

RESOLUTION AUTHORIZING THE PURCHASE OF A NEW FIRE DEPARTMENT VEHICLE AND RELATED EQUIPMENT NEEDED

WHEREAS, the City has a need for a new Fire Department vehicle and related equipment; and

WHEREAS, the City has obtained the attached quotes totaling \$95,684.19

- 2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box from Nielsen Ford totaling \$62,818.00 off of NJ State Contract #24-FLEET-77710.
- East Coast Emergency Lighting, Inc. in the amount of \$22,959.80 off of NJ State Contract #17-FLEET-00761 and Contract #17-FLEET-00719 for lighting, sirens, computers and outfitting.
- PMC Wireless in the amount of \$9,906.39 off of NJ State Contract #83900 and Contract #83932 for radios and modem.

WHEREAS, the City of Asbury Park is desirous of awarding the purchases to the vendors in an amount listed above; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-186-002. The maximum dollar value of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchases outlined in this Resolution for a total amount of \$ 95,684.19; and

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

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

RESOLUTION NO. 2025-228 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



NIELSEN FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

	From: Brooks Buxton
	Phone/Fax: (973) 319-7000 / (973) 884-2650
	Vehicle Pick Up Location
	Nielsen Fleet
	31 Williams Parkway
	East Hanover, NJ 07936

2025 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box
State of New Jersey
Contract # 24-FLEET-77710

Mechanical

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery (STD)
 Transmission: Single-Speed (STD)
 Transmission w/Driver Selectable Mode
 Full-Time All-Wheel
 Driver Selectable Rear Locking Differential
 9.61 Axle Ratio

Battery w/Run Down Protection

Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
 Trailer Wiring Harness
 2235# Maximum Payload
 GVWR: 8,250 lbs
 HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
 Front And Rear Anti-Roll Bars
 Electric Power-Assist Speed-Sensing Steering
 Permanent Locking Hubs
 Double Wishbone Front Suspension w/Coil Springs
 Trailing Arm Rear Suspension w/Coil Springs
 Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs,
 Brake Assist, Hill Hold Control and Electric Parking Brake
 Lithium Ion Traction Battery w/11.5 kW Onboard Charger and 1.517 Hrs Charge Time @ 440V

Exterior

Wheels: 18" Alloy Gloss Black (STD)
 Tires: 275/65R18 A/T
 Regular Box Style
 Aluminum Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown
 Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
 Black Rear Step Bumper

Interior

Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
 Bucket Front Seats w/Vinyl Back Material

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

3 12V DC Power Outlets

Compass

Remote Keyless Entry w/Integrated Key Transmitter and Panic Button

Cruise Control w/Steering Wheel Controls

Voice Activated Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC

Power Outlets and 8 120V AC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Black Side Windows Trim
 Black Door Handles
 Black Manual Side Mirrors w/Manual Folding
 Fixed Rear Window
 Deep Tinted Glass

Variable Intermittent Wipers
 Aluminum Panels
 Black Grille
 Tailgate Rear Cargo Access
 Tailgate/Rear Door Lock Included w/Power Door Locks
 Integrated Storage
 Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam
 Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting
 Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

LED Brakelights
 Headlights-Automatic Highbeams
 Entertainment
 Fm Stereo w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering
 Wheel Controls, Voice Activation, Radio Data System and External Memory
 Control
 Radio: FM Stereo w/6 Speakers

Streaming Audio
 Fixed Antenna

Plastic Floor Trim
 Cargo Area Concealed Storage
 Pickup Cargo Box And Cargo Space Lights
 Smart Device Remote Engine Start
 SYNC 4 w/Enhanced Voice Recognition
 Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver /
 Passenger And Rear Door Bins
 Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
 Delayed Accessory Power
 Power Door Locks w/Autolock Feature
 Trip Computer
 Outside Temp Gauge

Digital Appearance

Driver And Passenger Heated-Cushion, Driver And Passenger Heated-Seatback
 Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head
 Restraints
 Front Center Armrest
 Perimeter Alarm

3 12V DC Power Outlets and 8 120V AC Power Outlets

Safety-Mechanical
 AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll
 Stability Control (RSC)
 ABS And Driveline Traction Control
 Safety-Exterior
 Side Impact Beams
 Safety-Interior
 Dual Stage Driver And Passenger Seat-Mounted Side Airbags
 Reverse Sensing System Rear Parking Sensors
 BLIS (Blind Spot Information System) Blind Spot
 Automatic Emergency Braking
 Lane Keeping Alert Lane Keeping Assist
 Lane Keeping Alert Lane Departure Warning
 Collision Mitigation-Front
 Driver Monitoring-Alert
 Collision Mitigation-Rear
 Tire Specific Low Tire Pressure Warning
 Dual Stage Driver And Passenger Front Airbags
 Safety Canopy System Curtain 1st And 2nd Row Airbags
 Airbag Occupancy Sensor

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel
 Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
 Rear Child Safety Locks
 Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height
 Adjusters and Pretensioners
 Ford Co-Pilot360 - Reverse Camera Back-Up Camera



NIELSEN FORD

170 Ridgedale Ave
Morristown, NJ 07960

Quote

2025 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box
State of New Jersey
Contract # 24-FLEET-77710

Base Price \$ 50,203.00

Factory Options			
Item			Price
D4	Rapid Red Metallic Tinted Clearcoat	\$	495.00
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats	\$	-
99M	Engine: Dual eMotor - Extended Range Battery / Dual Onboard Charging (FLT)	\$	6,500.00
18D	Carbon Black Fixed Extended Running Board	\$	-
17V	Tow Technology Package -inc: Pro Trailer Hitch Assist, Manual-Folding Power Glass Heated Mirrors, turn signal, black skull caps and LED sideview mirror spotlights, 360 Degree Camera , Pro Trailer Backup Assist, trailer reverse guidance	\$	1,950.00
96W	Tough Bed Spray-In Bedliner	\$	595.00
53D	Max Trailer Tow Package -inc: increased tow capability, Max towing capability TBD, E-Locker, Hill Decent Control, Trailer Brake Controller	\$	1,100.00
479	Pro Power Onboard - 9.6 kW Exportable Power	\$	1,200.00
66A	Mobile Power Cord (120/240V) -inc: fast charging adapter	\$	600.00
60S	18" Spare Wheel & Tire	\$	175.00

Additional Options			
Item			Price

Option Total \$ 12,615.00

Date: 4/16/2025

Total \$ 62,818.00

Attachment: FIRE DEPARTMENT VEHICLE QUOTES (2025-228 : Authorizing the purchase of a new Fire Department vehicle and related

Estimate

East Coast Emergency Lighting, Inc.
200 Mecco Drive
Millstone Township, New Jersey 08535
732-940-2211

Date	Estimate No.
4/18/2025	46570

Customer Information	Ship To Location
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	INSTALL @ MILLSTONE LOCATION

P.O. No.	Sale Type	Installation Shop	Contract	Rep	Created By
	For Installation	Millstone, NJ	NJ State Contract	RMC	TH

Item	Description	Quantity	Cost	Amount
	Asbury Park Fire 2025 Ford F-150 Lightning			
	WHELEN NJ STATE CONTRACT #17-FLEET-00761 HAVIS NJ STATE CONTRACT #17-FLEET-00719			
	[Lightbar]			
MBAJ94	ADJ LIGHTBAR MOUNT KIT #94 BLK	1	0.00	0.00
GBAWD	LEGACY OPT ADD 1 WARN/ALY R/W	2	0.00	0.00T
GBDLK	LEGACY OPT. ADD 1 LONG RED/AMB	8	0.00	0.00
GBDLT	LEGACY OPT. ADD 1 LONG RED/WHT	8	0.00	0.00T
EB2DDDD	LEGACY WCX 54" RW/RW/RW/RW	1	3,650.00	3,650.00T
	[Light/Siren Controller]			
C399	CENCOM CORE WCX CONTROL CENTER	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	0.00	0.00
C399SP	SCANPort Installation Kit for C399	1	0.00	0.00
CCTL6	Whelen WeCanX KNOB/SLIDE CONTROL HEAD	1	0.00	0.00
SAK73	Whelen, Ford F-150, 2021-2022, Center Mount, or Ford Expedition 2022, Center Mount, for One or Two SA315 Series Speakers	1	0.00	0.00
	ALL ABOVE INCLUDED IN PROMO PRICING			
	[Forward Warning]			
TLI2D	ION T-SERIES LINEAR DUO R/W - Mounted on Grill	4	109.45	437.80T
	[Side Warning]			

Special Order Items - Cannot be cancelled, exchanged or returned.

This estimate shall be valid for 60 days. Any verbal change to this estimate is not binding unless agreed to by both the customer and East Coast Emergency Lighting, Inc.

Total

Attachment: FIRE DEPARTMENT VEHICLE QUOTES (2025-228 : Authorizing the purchase of a new Fire Department vehicle and related

Estimate

East Coast Emergency Lighting, Inc.
 200 Mecco Drive
 Millstone Township, New Jersey 08535
 732-940-2211

Date	Estimate No.
4/18/2025	46570

Customer Information	Ship To Location
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	INSTALL @ MILLSTONE LOCATION

P.O. No.	Sale Type	Installation Shop	Contract	Rep	Created By
	For Installation	Millstone, NJ	NJ State Contract	RMC	TH

Item	Description	Quantity	Cost	Amount
TLI2D	ION T-SERIES LINEAR DUO R/W - Mounted over wheel wells	4	199.00	796.00T
TIONWEDG	MOUNTING WEDGES ION-T-SERIES	4	24.00	96.00T
WX2240F	[Rear Warning] 8-LIGHT 40" FLAT WCX 225 - Mounted on top of Rear Cap	1	832.70	832.70
22LK	ADD ONE DUO-COLOR LIGHTHEAD, R/A	6	0.00	0.00T
22LJ	ADD ONE DUO LIGHTHEAD, RED/BLUE	2	0.00	0.00T
22EC	Add One Flat End Cap	2	0.00	0.00T
DBKT4	DOMINATOR ANGLE MOUNT BRACKET(L" Angle)	2	17.05	34.10
PSJA3FCR	MEGA T-SERIES TRIO FLASHER RBA - Under Tailgate	2	128.15	256.30
PSCOMPH	[Bed/Compartment Lighting] STRIP-LITE+ COMPARTMENT LT HI	6	166.00	996.00T
ARGCH1	[Arges] ARGES CONTROL HEAD	1	189.75	189.75
ARGES2	ARGES PROFOCUS REMOTE SPOTLT	1	491.70	491.70
ARG47ED	WHELEN DRVR FENDER MT F-150 LIGHTNING	1	63.80	63.80T
CV2V	[Core Peripherals] VEHICLE-TO-VEHICLE SYNC MODULE	1	199.65	199.65
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	4	157.30	629.20

Special Order Items - Cannot be cancelled, exchanged or returned.

This estimate shall be valid for 60 days. Any verbal change to this estimate is not binding unless agreed to by both the customer and East Coast Emergency Lighting, Inc.

Total

Estimate

East Coast Emergency Lighting, Inc.
 200 Mecco Drive
 Millstone Township, New Jersey 08535
 732-940-2211

Date	Estimate No.
4/18/2025	46570

Customer Information	Ship To Location
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	INSTALL @ MILLSTONE LOCATION

P.O. No.	Sale Type	Installation Shop	Contract	Rep	Created By
	For Installation	Millstone, NJ	NJ State Contract	RMC	TH

Item	Description	Quantity	Cost	Amount
C-EB25-XTL-1P	[Center Console] 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500,	1	0.00	0.00
C-EB30-T91S-1P	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Tait Radio TM9155	1	0.00	0.00
C-MD-119	11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	2	238.55	477.10
C-FPW-130	13" Filler Plate for Wide VSW Consoles	1	0.00	0.00
C-FP-5	5" Filler Plate	1	0.00	0.00
C-FPW-6	6" Filler Plate for Wide VSW Consoles	1	0.00	0.00
C-HDM-204	8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	1	149.50	149.50
C-LP3-USB-BL1	Console Accessory Bracket Kit With 3 Lighter Plug Outlets, 1 USB-C & USB Type A Dual Port Charger And 1 Blanks For Rectangular Accessories	1	115.70	115.70
C-FP-2-EC	EAST COAST LOGO FACEPLATE	1	0.00	0.00
C-EB40-WSB-1P	Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Arges Remote Spotlight control head	1	0.00	0.00
C-EB40-CCS-1P	Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	1	0.00	0.00
C-VSW-2000-LT...	HAVIS C-VSW-2000-LTNG 12.5" Wide 20" Vehicle-Specific Angled Console For 2022-2023 Ford F-150 Lightning And 2021-2023 Ford F-150 XLT Retail Pickup Vehicles	1	687.70	687.70T
CUP2-1001	Self-Adjusting Double Cup Holder	1	43.55	43.55
C-ARM-102	Side Mount Armrest	1	61.10	61.10

Special Order Items - Cannot be cancelled, exchanged or returned.

This estimate shall be valid for 60 days. Any verbal change to this estimate is not binding unless agreed to by both the customer and East Coast Emergency Lighting, Inc.

Total

Estimate

East Coast Emergency Lighting, Inc.
 200 Mecco Drive
 Millstone Township, New Jersey 08535
 732-940-2211

Date	Estimate No.
4/18/2025	46570

Customer Information	Ship To Location
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	INSTALL @ MILLSTONE LOCATION

P.O. No.	Sale Type	Installation Shop	Contract	Rep	Created By
	For Installation	Millstone, NJ	NJ State Contract	RMC	TH

Item	Description	Quantity	Cost	Amount
C-SBX-104	Lockable Under-Seat Storage Box for Ford F-Series Trucks	1	560.95	560.95
TSD-201	[MDT] 12.5" Capacitive Touch Screen Display With Integrated Hub	1	1,141.40	1,141.40
DBM-1150-CL-0...	Dual Ball Mount With 1.50" Clamp-Style Long Housing, One Long AMPS Plate & One Long VESA 75 Plate	2	86.45	172.90
PKG-KB-2001	Package – Rugged Keyboard With Mount (Includes Emergency Key)	1	458.90	458.90
ARE_Cap	[Bed Cap] 2025 Ford F150 Lightning Crew Cab - 5.5' Bed V-Series Ford Red Paneled Doors with T-Locks Tool Bins Both Sides Paneled Rear door		4,925.00	4,925.00T
W-INSTALL	[Installation] WHELEN NEW JERSEY STATE CONTRACT INSTALL	55	78.00	4,290.00
Installation	HAVIS NEW JERSEY STATE CONTRACT INSTALL	10	90.00	900.00T
Installation	INSTALLATION OF ABOVE CAP	4	75.75	303.00

Special Order Items - Cannot be cancelled, exchanged or returned.

This estimate shall be valid for 60 days. Any verbal change to this estimate is not binding unless agreed to by both the customer and East Coast Emergency Lighting, Inc.

Total \$22,959.80

Attachment: FIRE DEPARTMENT VEHICLE QUOTES (2025-228) : Authorizing the purchase of a new Fire Department vehicle and related



**WHEN THE MISSION
IS CRITICAL®**

PMC Wireless
8 Crown Plaza, Suite 106
Hazlet, NJ, 07730
Phone: 732-888-9300

Web: PMC-Wireless.com

FOR:
City of Asbury Park
One Municipal Plaza
Asbury Park NJ 07712
United States of America

SHIP TO:
City of Asbury Park
One Municipal Plaza
Fire Department
Asbury Park NJ 07712
United States of America

QUOTE

Quote Nbr.: Q000677
Quote Date: 4/16/2025
Valid Until: 5/16/2025
Sales Person: Mark Boutote
Customer ID: C000000229
Reference:
Terms: Net 30
For: Robert Pasquariello
Contract: Pricing Per NJ State Contract # 83900.

BILL TO:
City of Asbury Park
One Municipal Plaza
Finance Department
Asbury Park NJ 07712
United States of America

ITEM	Description	QTY.	UOM	PRICE	DISC.	Net Price	AMOUNT
	PMC Service, Tait, CradlePoint, and Panorama Per NJ State Contract # 83900 Tait Products Sold at 20% Discount CradlePoint Sold at 4% Discount Panorama Products Sold at 15% Discount						
T02-00004-0207	TM Rugged External Speaker 15W for 30-50W Radio	1.00	EACH	150.00	20%	120.00	120.00
T02-00034-EAAA	Cable Ignition Sense 4m (13.12ft)	1.00	EACH	65.00	20%	52.00	52.00
950-10011-01	Additional System Hardware	0.20	EACH	781.25	20%	625.00	125.00
	- Magnetic Mics/Faceplates						
GP-IN2679	8-IN-1 SHKFIN KIT - GPSD4-6-60-T + FITTED C29/C32 5m CABLES - BLK	1.00	EACH	635.11	15%	539.84	539.84
C23F-5M	FME(ftd) MPL(ftd) 5m CS23 cable	1.00	EACH	18.14	15%	15.42	15.42
AFM-835	ANTENNA MOULDED FLEXI- 762- 870MHz	1.00	EACH	13.04	15%	11.08	11.08
FINB-5F	LOW PROF FIN PANEL MOUNT- 5m FME	1.00	EACH	77.62	15%	65.98	65.98
ASFC-155-U2-821	FLEXI 155MHz/U2/821MHz ANT ELEMENT	1.00	EACH	81.14	15%	68.97	68.97
CA-TP-FP	TNC(M)-FME(M) ADAPTOR	1.00	EACH	3.48	15%	2.96	2.96
MB01-19005GB-GA	1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem, 4FF SIM optional but not included), no AC power supply or antennas, Global	1.00	EACH	1,999.00	4%	1,919.04	1,919.04

Attachment: FIRE DEPARTMENT VEHICLE QUOTES (2025-228 : Authorizing the purchase of a new Fire Department vehicle and related



**WHEN THE MISSION
IS CRITICAL®**

PMC Wireless
8 Crown Plaza, Suite 106
Hazlet, NJ, 07730
Phone: 732-888-9300

Web: PMC-Wireless.com

FOR:
City of Asbury Park
One Municipal Plaza
Asbury Park NJ 07712
United States of America

SHIP TO:
City of Asbury Park
One Municipal Plaza
Fire Department
Asbury Park NJ 07712
United States of America

QUOTE

Quote Nbr.: Q000677
Quote Date: 4/16/2025
Valid Until: 5/16/2025
Sales Person: Mark Boulote
Customer ID: C000000229
Reference:
Terms: Net 30
For: Robert Pasquariello
Contract: Pricing Per NJ State Contract # 83900.

BILL TO:
City of Asbury Park
One Municipal Plaza
Finance Department
Asbury Park NJ 07712
United States of America

ITEM	Description	QTY.	UOM	PRICE	DISC.	Net Price	AMOUNT
DISCOUNTS	DISCOUNTS	1.00	EACH	-320.00	0%	-320.00	-320.00
	One-Time Promotional Discount: Reflects an additional \$320 off per MB01-19005GB-GA when (1) or more are purchased with GP-IN2679. Promotion is valid through May 2025						
PMC SHOP SVC	Service In Shop	2.00	HOUR	125.00	0%	125.00	250.00
PMC PROGRAMMING	Programming	1.00	EACH	37.50	0%	37.50	37.50
	Harris Pricing per NJ State Contract #83932 Harris pricing reflects a 24% Discount						
XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	1.00	EACH	3,500.00	24%	2,660.00	2,660.00
XZ-PL4L	FEATURE, 700/800 MHZ BAND	1.00	EACH	500.00	24%	380.00	380.00
XZ-PL4K	FEATURE, UHF BAND	1.00	EACH	500.00	24%	380.00	380.00
XZ-PL4J	FEATURE, VHF BAND	1.00	EACH	500.00	24%	380.00	380.00
XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	1.00	EACH	1,500.00	24%	1,140.00	1,140.00
	- Includes Status Message						
XZ-PL4F	FEATURE, PHASE 2 TDMA	1.00	EACH	250.00	24%	190.00	190.00
XZ-CP6A	CONTROL UNIT, XL-CH	1.00	EACH	1,500.00	24%	1,140.00	1,140.00
XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	1.00	EACH	105.00	24%	79.80	79.80
XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	1.00	EACH	600.00	24%	456.00	456.00
	- Front and Remote Mount						

Attachment: FIRE DEPARTMENT VEHICLE QUOTES (2025-228 : Authorizing the purchase of a new Fire Department vehicle and related



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PMC Wireless
8 Crown Plaza, Suite 106
Hazlet, NJ, 07730
Phone: 732-888-9300

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FOR:
City of Asbury Park
One Municipal Plaza
Asbury Park NJ 07712
United States of America

SHIP TO:
City of Asbury Park
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Fire Department
Asbury Park NJ 07712
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QUOTE

Quote Nbr.: Q000677
Quote Date: 4/16/2025
Valid Until: 5/16/2025
Sales Person: Mark Boutote
Customer ID: C000000229
Reference:
Terms: Net 30
For: Robert Pasquariello
Contract: Pricing Per NJ State Contract # 83900.

BILL TO:
City of Asbury Park
One Municipal Plaza
Finance Department
Asbury Park NJ 07712
United States of America

ITEM	Description	QTY.	UOM	PRICE	DISC.	Net Price	AMOUNT
XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	1.00	EACH	60.00	24%	45.60	45.60
XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	1.00	EACH	220.00	24%	167.20	167.20

Signature:

Subtotal: 9,906.39
Shipping: 0.00
Tax Total: 0.00
Total (USD): 9,906.39

Attachment: FIRE DEPARTMENT VEHICLE QUOTES (2025-228 : Authorizing the purchase of a new Fire Department vehicle and related



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-229

Resolution authorizing the annual renewal of Veritone Redact Application software from SHI for the Police Department in the amount of \$17,261.32 utilizing Grant Funds.



RESOLUTION NO. 2025-229

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF VERITONE REDACT APPLICATION SOFTWARE FOR THE POLICE DEPARTMENT

WHEREAS, the City has a need to renew the Police Department Veritone Redact Application software for one year; and

WHEREAS, the City has obtained the attached quote from SHI in the amount of \$17,261.32; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of Veritone Redact Application software to the vendor listed above in an amount of \$17,261.32; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-951-021-200. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the renewal of Veritone Redact Application software in the amount of \$17,261.32 and a copy of this Resolution shall be provided to the Acting City Manager, CFO, Deputy Police Chief, and Director of Purchasing.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-229 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Pricing Proposal
 Quotation #: 26100155
 Created On: 4/21/2025
 Valid Until: 4/30/2025

NJ-City of Asbury Park

Public Sector Inside Account Executive

Joseph Swansinger

One Municipal Plaza
 Asbury Park, NJ 07712
 United States
 Phone: (732) 775-2100
 Fax:
 Email:

Phil Miley

300 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-624-5936
 Fax:
 Email: phil_miley@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veritone Redact Application Veritone - Part#: NPN Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 2/12/2025 – 2/11/2026	1	\$17,261.32	\$17,261.32
2 Training and Support Veritone - Part#: NPN Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 2/12/2025 – 2/11/2026	1	\$0.00	\$0.00
Total			\$17,261.32

Additional Comments

12 Month Access to Veritone Redact Application
 Up to 170 hours of media uploaded into Veritone Redact during term
 Overage hours will be billed at \$95/hr during term, as incurred
 Customer Success Support (email, phone, chat)

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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

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

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under



LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between Veritone, Inc. (for itself and/or its subsidiaries), having an office located at 5291 California Ave., Suite 350, Irvine, CA 92617 ("Veritone") and the entity listed under Licensee Information below ("Licensee"), with respect to license(s) to Veritone's Platform and related Services.

LICENSEE INFORMATION			
Licensee Name:	Asbury Park Police Department		Billing Contact Information
Licensee Address:	1 Municipal Plaza Asbury Park, New Jersey 07712 United States		Contact Name: Joseph Swansinger
Contact Name:	Joseph Swansinger		Contact Phone: 732-775-0900
Phone:	732-502-4594		Contact Email: joseph.swansinger@cityofasbury park.com
Email:	joseph.swansinger@cityofasburypark.com		Email for Invoices (if different): joseph.swansinger@cityofasbury park.com
LICENSE AND SERVICES DETAILS			
Term:	Start Date:	February 09, 2025	End Date: February 08, 2026
Services	Description		License Fees
Redact Application	- aiWARE Platform access - Veritone Redact Application - Cognitive Processing: - Includes up to a total of 175 hours of media uploaded by Licensee to the Redact Application during the Term. Due to overages from the previous Term, 45.794 hours will be deducted from the 175 hours. - Additional processing will be charged at a rate of \$100 per hour of media uploaded to the Redact Application		\$16,625.00
Training and Support	Standard webinar training and onboarding; technical support via email and in-app chat for Contact Application		Included

Master License Terms and Conditions. This Agreement is governed by the Veritone Master License Terms and Conditions at <https://www.veritone.com/terms-conditions/> and the product specific terms and conditions at <https://www.veritone.com/glc-terms/> as applicable (collectively, the "Terms and Conditions"), all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions contained in the Terms and Conditions, the provisions of this Agreement shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms and Conditions.

Payment Terms. Payment Terms will be set forth in the applicable Product Ts & Cs.

Non-Cancellable Fees. All payment obligations and fees included herein are non-cancelable and all amounts paid in connection with this Agreement are non-refundable. Customer is responsible for paying all fees applicable to the License and related services, whether or not it actively used, accessed or otherwise benefited from the Platform and related Services.

Authority. The person executing this Agreement on behalf of each party represents and warrants that he or she has full authority to execute the same on behalf of such party, and that no other actions or approvals are required for such party to enter into this Agreement and perform its obligations hereunder.

ACCEPTED AND AGREED BY:	
VERITONE, INC.	LICENSEE
Signature:	Signature:
Name:	Name: Joseph Swansinger
Title:	Title: Patrolman
Date:	Date:

Veritone Legal





Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-230

Resolution authorizing the annual renewal of TheraManger/ProsperityEHR software for Social Services in the amount of \$9,224.00 utilizing the Opioid Grant Funds.



RESOLUTION NO. 2025-230

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF THERAMANGER/PROSPERITYEHR SOFTWARE FOR SOCIAL SERVICES

WHEREAS, the City has a need to renew Social Services TheraManger/ProsperityEHR software; and

WHEREAS, the City has obtained the attached quote from TheraManger/ProsperityEHR in the amount of \$9,224.00; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of TheraManger/ProsperityEHR software to the vendor listed above in an amount of \$9,224.00; and

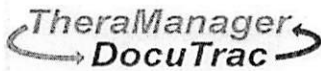
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account G-02-43-956-022-217 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the renewal of TheraManger/ProsperityEHR software in the amount of \$9,224.00 and a copy of this Resolution shall be provided to the Acting City Manager, CFO, Director of Social Services, and Director of Purchasing.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-230 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Phone: 800-850-8510

Schedule A

Practice Name: City of Asbury

Date: March 21, 2025

Account Executive: Kelli Otremba

	Selected	Unit Price	Qty	Initial Fee	Estimated Monthly Fee	Estimated Annual Fee
Base Monthly Fee (Per Provider)						
*2 licensed providers and 1 student intern	✓	\$199.00	3		\$597.00	\$7,164.00
Fees Include the Following:						
Unlimited users for admin / scheduling / billing		Included				
HIPAA compliant cloud hosting and data backups		Included				
Software usage (Electronic Health Record, Practice Management, Patient Portal)		Included				
Including the following:						
<i>Electronic Health Record</i>						
Client chart search and review		Included				
Integrated patient demographic and appointment information		Included				
Standard and customizable clinical note and treatment plan templates		Included				
Note authoring tools: custom Saved Phrases, Copy Forward, and more		Included				
Group therapy note facilitation and review		Included				
Note addendums		Included				
Diagnosis management		Included				
Supervisor note review		Included				
Integrated charge triggering		Included				
Lab ordering and results interface		Included				
Safety Plans		Included				
Document upload and management		Included				
Integrated telehealth - unlimited sessions		Included				
Standard and custom reports		Included				
<i>Patient Portal</i>						
Digital intake form distribution and management		Included				
Screening forms (PHQ-9, GAD-7, etc.)		Included				
Secure client communication - chat, SMS and email		Included				
Broadcast messaging		Included				
<i>Practice Management / Revenue Cycle</i>						
Patient registration		Included				
Appointment scheduling		Included				
Software updates / maintenance		Included				
Technical support assistance		Included				
USPS Verification - Upon patient registration in the software their address is validated by USPS validation.	✓	\$5.00	1		\$5.00	\$60.00
Implementation and Training**	✓	\$2,000.00		\$2,000.00		
OPTIONAL SERVICES						
Integrated E-Prescribing (DrFirst)						
Full-time subscription, yearly, per provider		\$700.00				
Part-time subscription, yearly, per provider (≤ 16 hrs/week)		\$450.00				
One-time setup fee, per provider		\$75.00				
In-workflow PDMP						
One-time setup fee, per practice		\$750.00				
Annual fee, per practice****		\$80.00				
Integrated Credit Card Processing						
Payment processing fees		0.9% + \$0.20 per transaction				
Stored credit card fees		\$0.20 per added / edited / deleted credit card				
PCI compliance checks		\$0.00				
Patient Statement / Balance Notifications - Electronic ***						
Initial balance notification (per SMS/email)		\$0.45				
Notification reminder (per SMS/email)		\$0.20				
Print/Mail Delivery Statements**						
Statement (1st Page)		\$1.05				
Continuation Pages, per Statement		\$0.40				
Acuant Direct Scanning for ID/Insurance Cards (per scanner, per month)						
Must be TWAIN compatible and directly connected to the computer (no network scanners)		\$50.00				
Secure Faxing (per page - Incoming/outgoing)						
		\$0.06				
				Total Initial Costs	\$2,000.00	
				*Estimated Monthly Cost	\$602.00	
				*Estimated Annual Cost		\$7,224.00

Attachment: TheraManger_ProspertyEHR SOCIAL SERVICES QUOTE (2025-230 : Authorizing the Annual Renewal of

Terms: Initial fees are charged up-front at the receipt of executed contracts. Sales tax will be included on taxable products and services if applicable.

*Estimated monthly and annual fees do not include any additional monthly encounters past the minimum or optional services used.
Any additional monthly encounters past the minimum are billed at the Unit Price as listed above and will be billed in arrears of the month, along with any optional services used.

**Rates subject to change based on postal rates.

***Balance notifications require the use of Wind River Payments or Biller Genie.

****Subsidies are available, depending on your state.

PRICING VALID FOR 60 DAYS

Acceptance

Signature of Authorized Purchasing Agent

Date

Attachment: TheraManger_ProspertyEHR SOCIAL SERVICES QUOTE (2025-230 : Authorizing the Annual Renewal of



BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“BAA”) is by and between TheraManager, LLC d/b/a ProsperityEHR (“Vendor”), a Delaware LLC, and City of Asbury Park – Department of Social Services (“Customer”), for purposes of complying with the Health Insurance Portability and Accountability and its implementing regulations, each as may be amended from time to time (collectively, “HIPAA”). This BAA is an attachment that is incorporated by reference into the underlying service agreement(s) (each and collectively, the “Underlying Agreement”) and is effective as of the Effective Date of the Underlying Agreement (the “BAA Effective Date”). Vendor and Customer are referred to herein as a “Party,” and collectively as the “Parties,” to this BAA.

1. Definitions; Relationship to the Underlying Agreement.

Except as may be expressly provided in the Underlying Agreement or this BAA, this BAA is subject to the terms and conditions of the Underlying Agreement. Unless otherwise provided in this BAA, all capitalized terms in this BAA shall have the meaning as provided in the Underlying Agreement or under HIPAA.

“**Breach Notification Rule**” refers to the standards for Notification in the Case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subpart D.

“**Individual**” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

“**Privacy Rule**” refers to the standards for Privacy of Individually Identifiable Health Information, located at 45 CFR Part 160 and Part 164, Subpart E.

“**Protected Health Information**” or “**PHI**” is as defined by HIPAA but is limited to that PHI that is received from Customer or created, maintained or transmitted on behalf of Customer by Vendor for Customer’s HIPAA covered functions.

“**Security Rule**” refers to the Security Standards for the Protection of Electronic Protected Health Information, located at 45 CFR Part 160 and Part 164, Subpart C.

“**Unsuccessful Security Incident**” means activities such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service, and any combination of the foregoing, so long as no such incident results in unauthorized access, use, disclosure, modification, or destruction of PHI.

2. Vendor Obligations

2.1. Generally; Safeguards. Vendor agrees to not use or further disclose PHI other than as permitted or required by this BAA, the Underlying Agreement, or as Required by Law. Vendor further agrees to implement and maintain reasonable and appropriate safeguards, including employing reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any PHI that Vendor creates, receives, maintains, and transmits on behalf of Customer. Vendor shall comply with the applicable requirements of the Security Rule.

2.2. Reporting of Improper Use or Disclosure, Breaches, Security Incidents; Cost Reimbursement. Vendor shall report to Customer any known unauthorized use or disclosure of PHI that is in violation of this BAA. Vendor shall report to Customer any known Security Incident with respect to PHI as required by the Security Rule; provided, however, that this Section 2.2 constitutes notice by Vendor to Customer of the ongoing existence, occurrence, or attempts of Unsuccessful Security Incidents, for which no additional notice to Customer is required. Vendor will report to Customer any Breach of Unsecured Protected Health Information without unreasonable delay and, in any event, within ten (10) business days following the date of discovery. Vendor will provide such information to Customer as required in the Breach Notification Rule. In the event of a Breach of Unsecured Protected Health Information which is directly and



proximately caused by Vendor, and subject to any limitations of liability in the Underlying Agreement, Vendor will reimburse Customer up to one million dollars (\$1,000,000) for any reasonable notification expenses and up to one (1) year of credit monitoring for affected Individuals.

2.3. Delegated Activities. To the extent Vendor is obligated under the Underlying Agreement to carry out one or more of Customer's obligation(s) under the Privacy Rule, Vendor shall comply with the requirements of Privacy Rule that apply to Customer in the performance of such obligation(s).

2.4. Subcontractors. Vendor agrees to ensure that any subcontractor to whom it provides PHI received from Customer, or created by Vendor on behalf of Customer, agrees to the same restrictions and conditions that apply through this BAA to Vendor with respect to such PHI.

2.5. Minimum Necessary Standard. If applicable, Vendor shall only request, use or disclose the minimum amount of PHI necessary in accordance with 45 CFR 164.502(b).

2.6. Record Access. Vendor agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Vendor on behalf of Customer, available to the Secretary of the U.S. Department of Health & Human Services, for purposes of determining Customer's or Vendor's compliance with HIPAA. No attorney-client, accountant-client or other legal privilege will be deemed waived by Vendor or Customer as a result of this Section 2.6.

2.7. Accounting. Vendor agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Vendor further agrees to provide to Customer, within ten (10) days of Customer's request, information collected in accordance with this Section 2.7 to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

2.8. Individual Access Rights. Within ten (10) business days of Customer's request, Vendor agrees to furnish Customer with copies of PHI maintained by Vendor in any Designated Record Set maintained on behalf of Customer in a manner mutually agreed upon by the Parties to enable Customer to respond to an Individual's request for access to PHI. In the event an Individual directly requests from Vendor (a) access to the Individual's PHI, (b) an accounting of disclosures, or (c) an amendment to the Individual's PHI in such a Designated Record Set, Vendor will forward such request to Customer within ten (10) business days; provided, however, that Vendor may directly respond to such requests without further notification to Customer to the extent that supporting Individual access, amendment, or accounting requests is a service provided by Vendor in the Underlying Agreement.

2.9. Amendment of PHI. Upon request and instruction from Customer, Vendor will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Vendor as directed by Customer in accordance with procedures established by 45 CFR 164.526. Any request by Customer to amend such information will be completed by Vendor within fifteen (15) business days of Customer's request.

3. Permitted Uses and Disclosures by Vendor

3.1. Generally; Services to Customers. Vendor may use or disclose PHI on behalf of, or to provide services to, Customer. Except as provided for in Sections 3.2 through 3.5 of this BAA, Customer shall not request Vendor to use or disclose PHI in any manner that would not be permissible under HIPAA if done by a Covered Entity.

3.2. Proper Management and Administration. Customer authorizes Vendor to use or disclose the PHI in its possession for the proper management and administration of Vendor's business and to carry out its legal responsibilities; provided, however, that any such disclosures are Required By Law, or Vendor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notified Vendor of any instances of which it is aware in which the confidentiality of the information has been breached.



3.3. Data Aggregation Services. Vendor may use and disclose PHI to provide Data Aggregation services in accordance with 45 CFR 164.504(e)(2)(i)(B).

3.4. De-Identification. Customer authorizes Vendor to de-identify all PHI obtained by Vendor pursuant to this BAA or the Underlying Agreement in accordance with the de-identification standards set forth at 45 CFR 164.514(b). Such de-identified PHI shall no longer be treated as PHI under this BAA.

3.5. Limited Data Sets. Customer authorizes Vendor to use PHI to create Limited Data Sets in accordance with 45 CFR 164.514 and to use and disclose such Limited Data Set(s) as permitted by 45 CFR 164.514(e) and the Underlying Agreement.

3.6. Minimum Necessary Standard. If applicable, Vendor shall only request, use or disclose the minimum amount of PHI necessary in accordance with 45 CFR 164.502(b).

3.7. Disclosed PHI. Notwithstanding anything to the contrary in this BAA or the Underlying Agreement, Vendor shall have no responsibility for safeguarding any information (including without limitation PHI) once it has been delivered to the destination and/or third-party recipient, or the acts or omissions of such third-party recipient.

4. Customer Obligations

4.1. No Violations; No Information Blocking. Customer shall fully comply with all of its obligation under HIPAA and other applicable law. Customer shall provide Vendor only with the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Customer shall not engage in practices that are likely to interfere with the access, exchange or use of electronic health information, except as required by law or covered by an exception set forth in 45 CFR Part 171.

4.2. PHI Restrictions; Notifications. Customer represents and warrants that it does not have, and Customer promises not to grant voluntary limitations or restrictions, on its ability to use or disclose PHI (including without limitation in its HIPAA Notice of Privacy Policy) under applicable law to the extent that such a limitation or restriction would: (a) affect Vendor's permitted uses or disclosure of PHI under this BAA; and (b) is not supported by the services Vendor provides to Customer in the Underlying Agreement (each and collectively, a "PHI Restriction"). To the extent Customer is required by applicable law to grant a PHI Restriction or Customer grants a PHI Restriction notwithstanding the prohibition in this Section 4.2, Customer shall: (i) notify Vendor of any PHI Restriction immediately; (b) cooperate with Vendor in determining how to implement such PHI Restrictions; and (c) immediately notify Vendor if a PHI Restriction is terminated. Customer acknowledges and agrees that implementing PHI Restrictions may cause Customer to incur additional fees and costs for such services, and Vendor may terminate the Underlying Agreement (in whole or in part) if Vendor is unable to support a PHI Restriction.

4.3. PHI Amendments; Individual Authorizations. In the event that Customer amends any PHI in its possession, a copy of which is also maintained by Vendor, Customer must promptly notify Vendor in writing of such amendment. Customer shall further notify Vendor in writing of any changes in, or revocation of, any permission, authorization or consent by an Individual to use or disclose PHI, to the extent that such changes may affect Vendor's use or disclosure of PHI.

5. Term and Termination

5.1. Term. The Term of this BAA shall be effective as of the BAA Effective Date and shall terminate when the Vendor no longer receives, maintains, transmits, or creates PHI on behalf of Customer pursuant to the Underlying Agreement.

5.2. Termination. Customer may terminate this BAA upon material breach of this BAA after providing Vendor with written notice of the breach of this BAA and affording Vendor the opportunity to cure the breach within thirty (30) calendar days of the date of such notice. If Vendor fails to timely cure the breach to the reasonable satisfaction of Customer, Customer may terminate this BAA and the portion(s) of the Underlying Agreement affected by the breach upon written notice to Vendor.



5.3. Effect of Termination; Survival. Upon termination of this BAA and except as provided for in this Section 5.3, Vendor shall return or destroy all PHI that Vendor or its Subcontractors maintain in any form or format; provided, however, that Vendor shall have no obligation to return PHI in a form or format that Vendor does not support and Customer shall pay Vendor for all reasonable costs associated with any return of PHI or as otherwise provided for in the Underlying Agreement. Vendor may in its sole discretion choose to destroy all PHI in lieu of return. If Vendor determines that return or destruction of PHI is not feasible, Vendor will extend the protections of this BAA to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, in which case Vendor's obligations under this Section 5.3 shall survive the termination of this BAA with respect to the retained PHI. The obligations of this subsection last only for as long as Vendor maintains or retains any such PHI. Customer acknowledges and agrees that Vendor may, at the direction and with the approval of an Individual, continue to retain, use, disclose and/or transfer the Individual's PHI in connection with the Individual's continued use of Vendor's platform, application(s) or other direct-to-consumer services; provided that, Vendor's continued retention, use, disclosure and/or transfer of the Individual's PHI is done in accordance with HIPAA.

6. Miscellaneous

6.1. Interpretation; Amendment. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of HIPAA and other applicable law.

6.2. Independent Contractor Status. The Parties acknowledge and agree that Vendor is at all times acting as an independent contractor of Customer and not as an employee, agent, partner or joint venturer of Customer.

6.3. Severability. The provisions of this BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

6.4. Entire Agreement. This BAA together with the Underlying Agreement contains all of the agreements and understandings between the Parties with respect to HIPAA compliance. Except as provided for in this BAA or the Underlying Agreement, no agreement or other understanding, in any way modifying the terms hereof will be binding, unless made in writing as a modification or amendment to this Agreement and executed by both Parties.

Customer and Vendor agree to and intend to be legally bound by all terms and conditions set forth above and hereby cause their duly authorized representatives to execute this BAA as of the BAA Effective Date.



For Vendor: TheraManager, LLC d/b/a ProsperityEHR For Customer: City of Asbury Park—Department of Social Services

Signature: _____

Name: _____
Printed Name

Title: _____

Date: _____

Signature: _____

Name: _____
Printed Name

Title: _____

Date: _____

Attachment: TheraManger_ProspersityEHR SOCIAL SERVICES QUOTE (2025-230 : Authorizing the Annual Renewal of

MASTER SOFTWARE LICENSE, HOSTING AND SERVICES AGREEMENT

FACE SHEET

Customer Information
Legal Name: City of Asbury Park – Department of Social Services Entity Type and State of Formation: Municipal Government, NJ Address: 1 Municipal Plaza, Asbury Park, NJ 07712 Contact Person: Doug Schultz Contact Telephone: 732-502-4528 Contact Email: doug.schultz@asburypark.gov Technical Point of Contact (if different from main contact): NA Billing/Payment Contact: Margaret Wheeler, margaret.wheeler@asburypark.gov, 732-502-5712 Legal Notice: - Email Address (required): doug.schultz@asburypark.gov - Mailing Address (required): 1 Municipal Plaza, Asbury Park, NJ 07712 - Affiliate Names (if applicable): NA
Recitals
TeraManager, LLC d/b/a ProsperityEHR is in the business of producing, licensing, installing, hosting and supporting an integrated electronic health record, practice management, patient engagement, revenue cycle, analytics, and clinical software support solutions, as well as the related technology and technical support. Customer desires to access and use one or more of the products and services offered by ProsperityEHR.
Vendor Services
Subject to the terms and conditions of the Agreement, the services to be provided by ProsperityEHR to Customer may include the following: - Access to the Vendor System - Patient Portal – patient can view appointments, access telehealth, and complete intake/visit documentation. - Practice Management – scheduling, registration, pre-authorizations, eligibility, and reporting. - Electronic Health Record – clinical documentation, safety planning, and treatment planning tools; e-prescribing; release of information module; telehealth; and data exchange capabilities. - Billing System – insurance and patient pay options for billing, statements, work lists and automations for billing to payers, and reporting. Subject to the terms and conditions of the Agreement, the services to be provided by ProsperityEHR to Customer include those items marked on the Schedule A: Fee Schedule. Fee descriptions can be found in Schedule A: Fee Schedule.
Term
The Term of the Agreement is set forth in Section 5 of the General Terms and Conditions.
Attachments
General Terms and Conditions - Schedule A: Fee Schedule - HIPAA Business Associate Addendum (BAA)

This Master Software License, Hosting and Services Agreement is between TeraManager, LLC d/b/a ProsperityEHR (“**Vendor**”), a Delaware LLC, and the Customer identified above (including, if applicable, any affiliated entities identified above) (collectively, “**Customer**”) (the “**Agreement**”). This Agreement is effective as of the date of last signature below (“**Effective Date**”). Vendor and Customer are each a “**Party**” and collectively the “**Parties**” to the Agreement. The Agreement includes and incorporates by reference this Face Sheet, the attachments and exhibits listed above (as applicable), any executed work order between Vendor and Customer, any executed statement(s) of work / scope(s) of work or service orders between Vendor and Customer, and any other written attachments, addenda, appendices, or schedules that are attached to or incorporated by reference into the Agreement as of the Effective Date or, that after the Effective Date, expressly state in a writing signed by both Parties that they are subject to the Agreement (collectively, “**Attachments**” and each an “**Attachment**”). For clarity, the terms service order, statement of work, scope of work, or work order may be

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collectively and each referred to as a SOW. For the avoidance of doubt, all references to the Agreement shall include the Attachments. In consideration of the mutual covenants, terms, and conditions set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties have caused the Agreement to be executed by their duly authorized representatives below and intend to be bound it.

**THERAMANAGER, LLC D/B/A
PROSPERITYEHR**

Customer: City of Asbury Park – Department of
Social Services

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Legal Notice:

Attn: Accounting Dept

Address: 1914 Monroe St Ste 1

Madison, WI 53711

Email: accounting@prosperityehr.com

Attachment: TheraManger_ProspertyEHR SOCIAL SERVICES QUOTE (2025-230 : Authorizing the Annual Renewal of

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“**Terms and Conditions**”) are an Attachment that is incorporated by reference into the Master Software License, Hosting and Services Agreement by and between Vendor and Customer (collectively, with all other Attachments, the “**Agreement**”). Vendor and Customer are each a “**Party**” and collectively the “**Parties**” to these Terms and Conditions. For clarity, these Terms and Conditions govern the Agreement, including without limitation its Face Sheet and all other Attachments, between Vendor and Customer.

1. DEFINITIONS; ATTACHMENTS

1.1. Definitions. Any defined terms not otherwise defined herein shall have the meaning set forth in the Face Sheet of the Agreement:

“**Affiliate**” means an entity that directly, or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with Customer. For purposes of this definition, control of an entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such individual or entity whether by contract or otherwise and, in any event and without limitation of the previous sentence, any individual or entity owning more than fifty percent (50%) of the outstanding voting shares of a second entity shall be deemed to control that second entity.

“**Applicable Law**” means, with respect to a Party, all federal, state and local laws, rules and regulations that are applicable to that Party, including without limitation those laws that exist on the Effective Date set forth on the Face Sheet as well as in changed or supplemented form or to a newly adopted law replacing the law as it existed on the Effective Date. For clarity, any regulatory reference in the Agreement means the section as in effect or as amended, and for which compliance is required.

“**Authorized Users**” means those natural persons (not a corporation, limited liability company, partnership, association, or other entity) designated as users by Customer on Vendor System control screens and who fall into one or more of the following categories: (a) are employees or agents of Customer; (b) on the medical staff of or otherwise providing clinical care or social services to Customer’s patient population; or (c) a past, current or prospective patient of Customer solely and exclusively to the extent that the patient is using one or more Vendor Services that are intended by Vendor to be used by Customer’s patients.

“**Beta Feature**” means any new feature, updates, upgrades, or services, software or technology Vendor makes available to Customer that is in prototype, preview, beta or are otherwise not yet in general availability or released broadly to other Vendor clients or is otherwise only provided by Vendor for evaluation purposes.

“**Business Associate Addendum**,” “**Business Associate Agreement**” or “**BAA**” means the Business Associate Addendum attached to or referenced in the Face Sheet of the Agreement.

“**Communications Rule**” refers to 45 CFR 170.403.

“**Confidential Business Information**” means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Without limitation, Confidential Business Information includes financial and other business information of either Party, Vendor Functionality, Vendor Content to the extent provided by Vendor, Materials, and the Vendor Services listed on Face Sheet. Notwithstanding the foregoing, Confidential Business Information does not include Protected Health Information nor does it include information that the receiving Party can prove: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party, (b) was rightfully in the receiving Party’s possession or known by it prior to receipt from the disclosing Party, (c) is rightfully disclosed without restriction to the receiving Party by a third party without violation of obligation to the disclosing Party; or, (d) is independently developed for the receiving Party by third parties without use of the Confidential Business Information of the disclosing Party.

“**Customer Data**,” as between Customer and Vendor, means data and information, including without limitation Protected Health Information, provided by Customer to Vendor in connection with Vendor Services.

“End User Agreement” refers to (a) the end user-level agreement between Vendor and each Authorized User to access and use the Vendor System and Vendor Services, which may be amended by Vendor in its sole discretion from time to time, and (b) any other user agreement, terms of service, terms of use, privacy policy or similar document that applies to the Authorized User, as may be added or updated by Vendor from time to time.

“Feedback” means any suggestions, requests for enhancements or functionality, or other feedback to Vendor regarding the Vendor System, Vendor Services, Vendor Functionality or Materials.

“HIPAA” collectively refers to the Health Insurance Portability and Accountability and its implementing regulations, each as may be amended from time to time.

“Materials” means all manuals, specifications, instructions and training provided by Vendor in connection with Vendor Services, whether written or otherwise.

“Protected Health Information” or **“PHI”** is as defined by HIPAA but is limited to that PHI that is received from Customer or created, maintained or transmitted on behalf of Customer by Vendor for Customer’s HIPAA covered functions.

“SOW” refers to and includes a statement of work, service order, scope of work, work order or other similar written contractual document authorizing the provision of certain Vendor Services to Customer.

“User Credentials” refers to a combination of information and security measures that are used to identify or authenticate an Authorized User, including without limitation usernames, passwords, passkeys, security tokens, biometric data or other identifiers.

“Vendor Content” means documents, forms, screens, functions, formats for organizing or presenting data and data made available by Vendor as part of Vendor Services.

“Vendor Functionality” means the software functionality of the Vendor System to enable system access and use.

“Vendor Services” means the Customer management and clinical workflow management services provided by Vendor, including but not limited to Vendor Content, Materials and access to and use of the Vendor System by Customer to facilitate such services. For clarity, all references to Vendor Services in the Agreement includes without limitation Vendor Content.

“Vendor System” means the multi-user Customer management and electronic health record system maintained by Vendor on an ASP basis, including but not limited to Vendor Functionality, associated databases and associated technology.

2. SERVICES AND OBLIGATIONS

Performance of Vendor Services. Subject to the Agreement, including without limitation the payment of all Fees (as defined below), Vendor will provide the Vendor Services set forth on the Face Sheet or an applicable SOW, as well as the related Vendor Content, Vendor Functionality, and Materials necessary for Customer to use those Vendor Services. The Parties agree to perform their respective obligations set forth in the Agreement. A description of Vendor Services is set forth in the Face Sheet. Customer acknowledges and agrees that Customer might not be eligible for all Vendor Services or Vendor Functionality offered by Vendor.

2.1. Vendor System; Customer Use. Vendor has developed a Vendor System which includes practice management software for the healthcare industry. Said Vendor System includes data entry, claims generation, reporting and other functionality used in the healthcare industry. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of the Agreement, Vendor hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted in accordance with Section 10.6 (Assignment) of these Terms and Conditions), royalty-free, limited right to access and use the Vendor System (and any analytics and reports generated from the Vendor System for Customer) from and in the United States only during the Term of the Agreement and solely for its own internal business purposes. Customer further represents warrants and covenants that Customer shall comply with all Applicable Law in connection with the Agreement, including without limitation Customer’s use of the Vendor System, Vendor Services, Vendor Functionality, and Materials. All rights not expressly granted to Customer in the Agreement are reserved by Vendor. Customer further agrees to comply with all Materials relevant to the Vendor System, Vendor Services

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and Vendor Functionality used by Customer. Customer's failure to comply with any then-current Materials shall constitute a material breach of the Agreement.

2.2. Billing Inputs. Customer agrees that it is solely responsible for assigning appropriate billing codes, including any modifiers, and for ensuring that all such codes are supported by the clinical documentation entered in the Vendor System and/or elsewhere. Customer acknowledges and agrees that any coding support functionality (such as prompts, informational items, banners, calculators) provided through the Vendor System is purely informational in nature, and does not affect or diminish Customer's responsibility for assigning appropriate billing codes. Customer acknowledges and agrees that Customer will be solely responsible for reviewing its coding and billing records, and for ensuring that there is adequate clinical documentation to support the claims that are submitted through the Vendor System. Vendor shall have no responsibility whatsoever to undertake any review of Customer's coding or billing, or clinical documentation, in any manner, and shall likewise have no responsibility to notify or discuss with Customer any coding and billing issues, even if Vendor may become aware of such issues through its administration of the Vendor System or provision of services to Customer.

Beta Features. If Vendor makes a Beta Feature available to Customer as part of the Vendor Services, then Customer shall only use such Beta Feature solely for non-production evaluation use during the evaluation period established by Vendor. Vendor is not obligated to provide support for the Beta Feature, and the Beta Feature is not in scope for any of Vendor's security certifications. Vendor may cease providing the Beta Feature at any time and may never make the Beta Feature generally available. Customer acknowledges that a Beta Feature is still in development and that Customer's use of a Beta Feature is subject to different terms and conditions, including without limitation those set forth in this Section 2.4 (collectively, the "**Beta Terms**"). In the event of conflict between those Beta Terms and these other Terms and Conditions, the Beta Terms shall take precedence with respect to Customer's use of the Beta Feature. At a minimum, the Beta Terms include the following terms: CUSTOMER ACKNOWLEDGES THAT THE BETA FEATURE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND CUSTOMER'S USE OF A BETA FEATURE IS AT CUSTOMER'S SOLE RISK. BETA FEATURES ARE PROVIDED WITH NO WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FOR CLARITY, THE EXPRESS WARRANTIES GIVEN BY VENDOR IN SECTION 8 (REPRESENTATIONS, WARRANTIES AND DISCLAIMERS) DO NOT APPLY TO ANY BETA FEATURES. NOTHING WITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRACT CONTRACTING (INCLUDING WITHOUT LIMITATION AN ATTACHMENT), VENDOR WILL HAVE NO LIABILITY OR ANY INDEMNITY OR RESPONSIBILITY OBLIGATIONS FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY BETA FEATURES, INCLUDING WITHOUT LIMITATION ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND VENDOR'S AGGREGATE LIABILITY TO CUSTOMER IN CONNECTION WITH BETA FEATURES, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

2.3. Authorized Users. Customer is solely responsible for designating, enabling and disabling its Authorized Users, including without limitation designation of an Authorized User's role and level of access to Customer Data. By designating and enabling Authorized User access, Customer is representing and warranting that the Authorized User is permitted under Applicable Law to have access to all of Customer's Data associated with that Authorized User's assigned role and access level. An Authorized User's User Credentials are not assignable and shall be used only by the Authorized User to whom the User Credentials were assigned. Customer represents, warrants the covenants that any verification and authentication functions performed by Customer, or on behalf of Customer, shall: (a) adequately ensure the identity and authority of the Authorized User; (b) meet or exceed health care industry security standards for identity and authority verification; and (c) comply with Applicable Law. Customer will provide Vendor with any and all information Vendor needs to identify or authenticate Customer's Authorized Users. Customer further acknowledges and agrees that: (i) access by Authorized Users to the Vendor System or Vendor Services under the Agreement may be subject to an End User Agreement and Vendor may condition an Authorized User's access to and use of the Vendor Systems or Vendor Services on acceptance of the End User Agreement; and (b) Vendor may, in its sole discretion, make changes to or add new documents to the End User Agreement. Customer also understands and agrees that Customer is solely and exclusively responsible for: (i) ensuring its Authorized User's compliance all applicable terms of the Agreement (including without limitation these Terms and Conditions, SOWs, and other Attachments), the End User Agreement, and all relevant Materials; and (ii) the actions and omissions of each of Customer's Authorized Users, including without limitation all acts or omissions associated with an Authorized User's User Credentials, and all such acts and omissions shall be deemed to be the acts and

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omissions of Customer. Customer shall require that all its Authorized Users use the Vendor System, Vendor Services and Vendor Functionality in accordance with the terms of the Agreement, End User Agreement, and all relevant Materials. Customer shall take appropriate action regarding any Authorized Users who fail to act in accordance with the foregoing.

2.4. Affiliates. Customer represents and warrants that it has full legal authority to enter into the Agreement on behalf of any Affiliates that are included in the Agreement (on the Face Sheet or otherwise listed in any SOW). For clarity, Customer shall be responsible for any Affiliates' and any Affiliates' Authorized Users': (a) compliance with the terms of the Agreement, including without limitation all representations and warranties and the obligations of confidentiality, as well as any End User Agreement and all relevant Materials; and (b) for any breach of the foregoing by any of its Affiliates and its Affiliates' Authorized Users. Use of the Vendor System, Vendor Services, Vendor Functionality and Materials by Customer's Affiliates and their Authorized Users shall, for purposes of the Agreement, be deemed use by Customer.

2.5. Usage Restrictions; Prohibited Conduct; Hold Harmless; Injunctive Relief. Use of or access to the Vendor System, Vendor Services, Vendor Functionality and Materials not in accordance with the terms in the Agreement is strictly prohibited. Customer shall hold Vendor harmless from any access or use not in accordance with the terms of the Agreement or Applicable Law. Permission to access or use the Vendor System, Vendor Services, Vendor Functionality and Materials may be limited or suspended immediately in Vendor's sole discretion if this Section 2.8 is violated. Customer agrees that such violation will cause Vendor irreparable and immediate harm and that Vendor is entitled to injunctive relief to prevent such violation without the requirements of posting of a bond. Specifically, Customer will not (and shall cause its Affiliates, Authorized Users to not):

(a) Access the Vendor System or mirror the site of the Vendor System or Vendor Services on servers that are not expressly authorized by Vendor;

(b) Access or use the Vendor System, Vendor Services or Vendor Functionality in connection with provision of any services to third parties or data processing of third parties, except as expressly permitted by Vendor in the Agreement or otherwise approved in advance and in a signed writing by Vendor;

(c) Access or use the Vendor System, Vendor Services, Vendor Functionality and Materials except through its Authorized Users acting within the scope of their service for Customer, if applicable;

(d) Resell, lease, encumber, copy, distribute, publish, exhibit, transmit, provide access to, or provide use of the Vendor System, Vendor Services, Vendor Functionality or Materials to any third party (except as expressly permitted by Vendor in the Agreement) nor use it or allow it to be used in any public system, public electronic bulletin board or multiple computer or user arrangement or network that includes access by any third party;

(e) View, edit, reverse engineer, translate, decompile, disassemble, extract, derive or otherwise access the source code or algorithms of any software used for the Vendor System, Vendor Services or Vendor Functionality, or attempt to identify or reconstruct any artificial intelligence training data, or alter or tamper in any way with the Vendor System, Vendor Services or Vendor Functionality, including without limitation any look and feel or functionality thereof. Except as prohibited by Applicable Law, Customer shall not use Vendor's Confidential Business Information to build a competitive product or service without Vendor's prior express written and signed consent. This provision shall not be construed to: (i) prevent Customer from accessing, exchanging or using its PHI for any purposes, including without limitation accessing, exchanging or using its PHI in connection with a competing product or services; or (ii) from competing with Vendor without breaching confidentiality obligations owed to Vendor with respect to Vendor's Confidential Business Information or violating Vendor's intellectual property rights;

(f) Examine the Vendor System, Vendor Services or Vendor Functionality with debugging, memory inspection, or disk inspection tool;

(g) Alter, remove or conceal any copyright, trade secret or other proprietary rights notices, or legal terms presented to users, that may appear on or within the Vendor System, Vendor Services, Vendor Functionality or Materials;

(h) Defeat, disable or circumvent, or attempt to defeat, disable or circumvent, the user authentication to, or security of, the Vendor System, Vendor Services or any host, network or account related thereto;

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(i) Use any application programming interface (API) or other technical means or methods (including without limitation any web scrappers, web crawlers, bots, *etc.*) to access the Vendor System, Vendor Services or Vendor Functionality other than those made available by Vendor, unless approved in advance by Vendor in a signed writing;

(j) Use the Vendor System, Vendor Services or Vendor Functionality in a manner that delays, impairs or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software or system input or output;

(k) Use the Vendor System, Vendor Service, or Vendor Functionality, or permit the use of thereof: (i) to send unsolicited messages (via fax, email, or otherwise) in violation of Applicable Law; (ii) to store, send, or provide access to obscene or otherwise illegal or inappropriate materials; (iii) to store, send, or provide access to materials that would infringe any intellectual property right, or violate any privacy right, of any third party; (iv) to impersonate, or attempt to impersonate, any third party or any fictitious individual; (v) in violation of the Agreement or any intellectual property rights of Vendor; or (vi) in any manner that violates or does not comply with Applicable Law or is done in furtherance of any unlawful purpose.

2.6. Export Laws. Customer shall not, directly or indirectly, at any time export, re-export, divert, transfer or release an part of the Vendor System or Vendor Service (including without limitation any technical data or technology) to, or make any part of the Vendor System or Vendor Service accessible from, any jurisdiction, country, individual, company or other entity that is: (i) embargoed by the U.S. or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) in violation of any U.S. export law or governmental regulation, or (iii) otherwise identified on a list of debarred, prohibited, sanctioned or denied parties (including without limitation the Specially Designated Nationals List or Foreign Sanctions Evaders List of the Office of Foreign Assets Control, U.S. Department of the Treasury, the State Department's Debarred List or Nonproliferation List, or the U.S. Commerce Department's Entity List and Denied Persons List). By accessing the Vendor System and Vendor Services, Customer represents, warrants and covenants that neither Customer, nor its Authorized Users, are located in, under control of, or a national or resident of any such country or on any such list.

2.7. Feedback; Notification of Defects. Customer may provide Feedback to Vendor. Vendor shall have full discretion over whether or not to utilize any Feedback, including without limitation using such Feedback to make upgrades to the Vendor System, Vendor Services, Vendor Functionality or Materials. The ownership of Feedback is set forth in Section 6 (Proprietary Rights) of these Terms and Conditions. Customer further agrees to notify Vendor of any defects Customer believes exist in the Vendor System, Vendor Services, Vendor Functionality or Materials, and Customer shall provide to Vendor all information known or reasonably available to Customer regarding the alleged defects.

2.8. Communications Policy. If applicable to the Vendor Services, Customer agrees and authorizes Vendor to send to Customer and its Authorized Users notifications, reminders and other communications through the Vendor Services or by email, text message, phone, mobile app notifications, chats or other method of communication. Customer agrees and authorizes Vendor to make such communications through use of an automatic telephone dialing system or an artificial or prerecorded voice message system at any of the contact information provided to Vendor, including without limitation any residential and cell phone (wireless) numbers or fax machines. These messages may not be secure and not encrypted. Unsecured communications pose a risk to the confidentiality and privacy of the information being sent because they are susceptible to possible interception by a third party. Vendor is not responsible for any data transmission fees for such notices and communications. Customer and Authorized Users may opt out of receiving such communications as described in the End User Agreement. Customer further acknowledges and agrees that Customer and each Authorized User is responsible for their own compliance with all Applicable Law, including (but not limited to) the Telephone Consumer Protection Act (TCPA) and the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM), when Customer or its Authorized Users, respectively, use the Vendor Services to direct communications.

2.9. Third-Party Materials. Customer acknowledges that Vendor has and may from time to time either provide access to third-party links or engage third-party vendors or service providers (collectively, "**Third-Party Suppliers**") to embed or otherwise include in the Vendor System, Vendor Services, Vendor Functionality or Materials access to certain third-party links, documents, websites or features in connection with the Vendor System, Vendor Services, Vendor Functionality or Materials (collectively, "**Third-Party Materials**"). Customer understands that Customer and Customer's Authorized Users may be required by such Third-Party Suppliers to accept and agree to the terms and conditions for the use and access of such Third-Party Materials. Vendor IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, OR

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OPINIONS EXPRESSED IN ANY THIRD-PARTY MATERIALS OR FOR THE PRIVACY PRACTICES OR SECURITY STANDARDS USED BY THIRD-PARTY SUPPLIERS.

2.10. Changes. Vendor may change, modify, update, enhance, or discontinue the Vendor System, Vendor Services, Vendor Functionality and Materials (in whole or in part) at any time, in its sole discretion, provided that such modifications do not materially diminish the core functionality of the Vendor System or Vendor Services or render the Vendor System or Vendor Services incapable of fulfilling the essential purpose set forth in the Agreement. Vendor will use commercially reasonable efforts to inform Customer of any significant changes to the foregoing that might materially impact Customer's use of the Vendor System, Vendor Services, Vendor Functionality or Materials. Customer understands and agrees that its Authorized Users will use the most current version of the Vendor System, Vendor Services, Vendor Functionality and Materials. Nothing in this Section 2.13 (Changes) may be construed to give Customer access to new Vendor Services or Vendor Functionality beyond what is selected on the Face Sheet or described in the applicable SOW. Should Vendor sell, or offer for sale, new Vendor Services or Vendor Functionality that Customer desires to use, the Parties may negotiate in good faith an amendment or SOW that will give Customer access to these new Vendor Services or Vendor Functionality for payment of additional fees.

2.11. Hosting. Customer acknowledges and agrees that Vendor may as part of its ordinary business operations host and maintain a copy of Customer Data in connection with the Vendor System and Vendor Services. As between the Parties, and except as may be otherwise agreed to by Vendor on the Face Sheet or in an SOW, Customer is solely responsible for the archival maintenance and storage of records (including without limitation medical records) and documentation for any mandatory or regulatory record or documentation retention requirements and any other legal responsibilities associated with record maintenance, and Vendor will have no responsibility therefor.

Maintenance; Support and Service Level. Vendor will use commercially reasonable efforts to provide availability of the Vendor System and Vendor Services, as well as technical support. Customer further acknowledges and agrees that: (a) Vendor may take down the Vendor System, Vendor Services, Vendor Functionality or Materials, as well as suspend access, or degrade performance temporarily for planned and unplanned maintenance, upgrades, improvements or other reasons; (b) Vendor may act against any third-party application that is negatively impacting the Vendor System, Vendor Services or Vendor Functionality, including (but not limited to) suspending the application's access or degrading performance for the period of time necessary to resolve any negative impacts; (c) the Vendor System, Vendor Services or Vendor Functionality may be temporarily unavailable, degraded or otherwise interrupted for other reasons, including without limitation if Vendor has a reasonable belief that taking such action will substantially reduce a risk of harm to a natural person or is necessary to mitigate a security risk; and (d) during any period of suspension, unavailability, interruption or performance degradation, Customer is responsible for conducting normal operations without such access to or full use of the Vendor System, Vendor Services, Vendor Functionality or Materials.

2.12. Subcontracting. Vendor may subcontract its obligations under the Agreement without Customer's prior written approval. Vendor will remain responsible for its subcontractors' performance to the same extent as if such obligations, services and functions were performed by Vendor employees.

3. DATA

3.1. Customer Data. As between Customer and Vendor, and excluding Vendor De-Identified Data (as defined below), Customer owns its Customer Data. Customer represents, warrants and covenants that it will provide, or enable access to, Customer Data to Vendor only if Customer has the requisite right and legal authority to do so under all Applicable Law and any third-party contracts. Without limiting the foregoing, and as between Customer and Vendor, Customer is solely and exclusively responsible for obtaining any patient or third-party authorizations, consents, releases, attestations, or other permissions or statements required to provide the Customer Data to Vendor, to authorize Vendor to provide the Vendor System, Vendor Services and Vendor Functionality, to grant the license to Customer Data in Section 3.2 (Data License) of these Terms and Conditions or other data license(s) provided in the Agreement (including without limitation other Attachments), or as otherwise required by Applicable Law. Customer must not provide Customer Data to Vendor if Customer does not have the requisite right and legal authority to permit Vendor, under the provisions of the Agreement, to use the Customer Data in connection with the Vendor System, Vendor Services and Vendor Functionality, including without limitation securing all necessary prior consents for the collection, storage, use and disclosure of Customer Data in connection with the Vendor System, Vendor Services and Vendor Functionality. Customer further represents, warrants and covenants that it has all legal right, title and interest necessary to grant Vendor the license to Customer Data in Section 3.2 (Data

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License) and any other data license(s) provided in the Agreement and that nothing will interfere with Vendor's right, title and use of the Vendor De-Identified Data as provided in Section 3.3 (Vendor De-Identified Data) of these Terms and Conditions. Customer further represents, warrants and covenants that it will use reasonable and appropriate efforts to: (a) ensure that Customer Data is true, accurate, complete and current; and (b) promptly correct discovered inaccuracies or errors in the Customer Data.

3.2. Data License. Subject to Applicable Law and the BAA (if applicable), Customer grants to Vendor a royalty-free, fully paid up, non-exclusive, sublicensable and non-transferable (except as permitted in Section 10.6 (Assignment)) right and license to request, access, receive, use, copy, reproduce, store, process, send, transmit, share, aggregate, modify, analyze, distribute, display, disclose, create derivative works, and any other substantially similar activity to the foregoing, Customer Data, Customer's Confidential Business Information, and data about Authorized Users (including without limitation data about the users' usage of the Vendor System, Vendor Services, Vendor Functionality and Materials), during the Term (as defined below) of the Agreement and for as long as Vendor is permitted to retain such data and information after termination of the Agreement, for the following purposes: (a) for the provision of, and the proper management, operation and administration of, the Vendor System, Vendor Services, Vendor Functionality and Materials; and (b) for evaluating, auditing, improving and developing the Vendor System, Vendor Services, Vendor Functionality (including without limitation new functionality and features, or training artificial intelligence), Materials, and other Vendor products and services (provided that Vendor will only use Customer Data that has been de-identified in accordance with HIPAA at 45 CFR 164.512(b) for training artificial intelligence for new products and services); and (c) as otherwise permitted by Customer in writing (collectively, the "**Data License**"). For the avoidance of doubt, to the extent that Customer engages Vendor for certain of Vendor Services, features and products that require health information exchange or interoperability with third parties, Customer hereby authorizes and consents to Vendor disclosing the relevant Customer Data and Customer's Confidential Business Information (and any information derived therefrom) with such third parties for the purpose of providing the Vendor System, Vendor Services and Vendor Functionality under the Agreement and any applicable Attachments. Customer acknowledges that additional Attachments may apply to Customer's use of services, features and procedures that involve health information exchange or interoperability with third parties.

3.3. Vendor De-Identified Data. Customer further authorizes Vendor to create de-identified data sets derived from Customer Data, Customer's Confidential Business Information, or data about Authorized Users (if PHI, then in accordance with 45 CFR 164.512(b)), and, as between Vendor and Customer, Vendor owns all such de-identified data ("**Vendor De-Identified Data**") and any intellectual property rights therein. Vendor De-Identified Data is Confidential Business Information of Vendor. The Agreement does not provide Customer with rights, title, license or ownership of Vendor De-Identified Data; provided, however, that Customer's may use any Vendor De-Identified Data that is included in any deliverable, report or analytics provided to Customer (each and collectively, a "**Customer Report**") under the license terms in Section 2.2 (Vendor System; Customer Use) of these Terms and Conditions and such license shall be perpetual with respect to the Customer Report. For clarity, nothing in the Agreement prohibits Customer from de-identifying its own data and using or disclosing such data that Customer has de-identified. Vendor reserves all rights to Vendor De-Identified Data not expressly granted to Customer in the Agreement.

3.4. Actions of Third-Party Data Recipients. Customer agrees that, as to disclosures of Customer Data, Customer's Confidential Business Information, or Vendor De-Identified Data by Vendor permitted under the Agreement, Vendor and its directors, officers, employees and agents will have no liability to the extent arising from the use or subsequent release of data by third parties who are not Vendor personnel after receipt by such third party from Vendor; provided, however, the foregoing does not waive or release Vendor from its obligations to: (a) have all appropriate technical, organizational, and security measures in place with respect to the transmission of such data to third parties as required by the Agreement; or (b) be responsible for its subcontractors in accordance with Section 2.16 (Subcontracting) of these Terms and Conditions.

3.5. HIPAA. In performing under the Agreement, each Party will comply with the applicable requirements of HIPAA concerning PHI. If applicable, Vendor will comply with the terms of the BAA with respect to Customer Data that constitutes PHI. Customer further understands and agrees that in connection with the Vendor System, Vendor Services and Vendor Functionality, Vendor may obtain HIPAA authorizations and other consents and permissions directly from individuals in accordance with any applicable requirements of HIPAA.

3.6. Part 2 Data. Customer shall notify Vendor if Customer is or operates a Part 2 Program, and Customer shall notify Vendor, and obtain Vendor's prior written approval, prior to using the Vendor System or Vendor Services to receive, CONFIDENTIAL

store, use, process, disclose, maintain, transmit or otherwise deal with Customer Data that is subject to Part 2 (“**Part 2 Data**”). If such Vendor approval is obtained, the remainder of this Section 3.6 applies. Specifically:

(a) **Qualified Service Organization.** To the extent Customer is or operates a Part 2 Program, Vendor acknowledges that in receiving, storing, processing or otherwise dealing with Part 2 Data, Vendor is fully bound by Part 2. If necessary, Vendor will resist in judicial proceedings any efforts to obtain access to Part 2 Data except as permitted by Part 2.

(b) **Lawful Holder.** To the extent that Customer is not and does not operate a Part 2 program, but is a lawful holder of Part 2 Data, Customer represents, warrants and covenants that it has obtained (and will continue to maintain) any and all necessary consents under Part 2 to permit Vendor to use and disclose the Part 2 in accordance with the Data License set forth in Section 3.2 (Data License) of these Terms and Conditions and any other data license(s) given in an Attachment.

(c) **Responsibility.** Except as may be expressly agreed upon in a signed writing by Vendor, Customer is solely responsible for compliance with any Part 2 procedural requirements, including without limitation obtaining patient consents, provision of any required notices or copies or explanations of consent, documentation of medical emergency disclosures, and so on.

3.7. Security. The Parties each agree to maintain a commercially reasonable comprehensive information security program to protect against the unauthorized access, use, disclosure, modification, publication, theft or destruction of Customer Data. The security program must include administrative, technical and physical safeguards to: (a) ensure the security and confidentiality of PHI; (b) protect against any anticipated threats or hazards to the security or integrity of PHI; and (c) protect against unauthorized access to or use of PHI, which could result in substantial harm or inconvenience to any individual or a Party to the Agreement. Customer must ensure that any User Credentials used to access the Vendor System or Vendor Services are safeguarded in accordance with all commercially reasonable industry security standards. Customer shall further: (i) take all steps to ensure there is only authorized access to the Vendor System and Vendor Services by Authorized Users using User Credentials; (ii) promptly report to Vendor any discovered breach or unauthorized access to the Vendor System or Vendor Services or any data; (iii) cooperate with Vendor in any investigation related to such access; (iv) mitigate any damage or further unauthorized access. Should unauthorized access to the Vendor System or Vendor Services occur through the negligent, willful or otherwise unlawful disclosure or use of the User Credentials, Customer shall indemnify Vendor in accordance with Section 9.1 (Indemnification by Customer).

3.8. Interoperability Acknowledgement. Customer acknowledges and agrees that Vendor is at all relevant times providing Customer with the access, exchange and use of electronic health information requested in the manner requested.

4. FEES AND PAYMENT TERMS

Fees and Payment. In consideration for the Vendor Services and access to the Vendor System, Customer will pay Vendor the fees and expenses in the amounts (and in U.S. currency) as set forth in Schedule A: Fee Schedule (collectively, “**Fees**”). Additional Fees may be set forth in a SOW or other Attachment. Vendor shall have the right to increase the Fees for Vendor Services and the software license for the Vendor System as set forth in Schedule A: Fee Schedule at the beginning of each calendar year by no more than eight percent (8%) annually. Vendor shall provide Customer notice of such increase at least thirty (30) calendar days in advance of any such increase.

4.1. Passthrough Fees. Customer shall be responsible for paying for any fees, costs, or expenses imposed by Third-Party Suppliers that are incurred by Customer in connection with the Vendor Services provided under the Agreement (“**Passthrough Fees**”). To the extent practical, Vendor will use commercially reasonable efforts to inform Customer of any material Passthrough Fees in advance. Upon Customer’s request, Vendor shall provide reasonable documentation or explanation supporting any such Passthrough Fees. For clarity, Passthrough Fees do not include fees related to Vendor’s internal costs or services not explicitly tied to charges of Third-Party Suppliers.

Payment Schedule. Customer must pay Vendor the Fees on the dates specified in Schedule A: Fee Schedule, in a SOW, or other Attachment, as applicable. If no due date is specified, then payment will be due within thirty (30) calendar days of the date of the invoice. All Fees are nonrefundable. Customer has no right to withhold or reduce Fees under the Agreement or

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set off any amount against Fees owed for alleged defects. For the avoidance of doubt, Customer acknowledges that all Fees, and any discounts or incentives thereto, are reasonable and in exchange for Services provided by Vendor and are not royalties or compensation for the sale of PHI.

4.2. Travel Expenses. For travel approved by Customer, Customer also agrees to pay or reimburse Vendor for all reasonable travel expenses incurred, including but not limited to airfare, meals, lodging, parking, and mileage, upon presentment of invoice with supporting documentation upon request. Reimbursement for mileage will be calculated based on IRS mileage rates.

4.3. Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Vendor's income.

4.4. Late Payment. Vendor may, at its option, impose a late charge of one and a half percent (1.5%) per month on all amounts remaining unpaid ten (10) calendar days after the due date, but this charge will not waive or extend any obligation of Customer to make payments when due. Customer shall reimburse Vendor for all costs incurred by Vendor in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees. Vendor may, at its option, and to the maximum extent permitted by Applicable Law, suspend services to Customer if any amount remains outstanding for thirty (30) calendar days or more. Services may remain suspended until all outstanding amounts are paid in full. Customer will be notified ten (10) calendar days in advance of any such suspension. Customer acknowledges and agrees Vendor is not liable for any damages or losses resulting from such suspension of services.

5. TERM AND TERMINATION

5.1. Term. This Agreement will have a term of two (2) years from the Effective Date (the "**Initial Term**") and the Agreement shall automatically renew for additional consecutive one (1) year periods (each and collectively, a "**Renewal Term**") (the "**Term**" is collectively the Initial Term and any Renewal Terms); provided that it will expire at the end of any Term if either Party so notifies the other ninety (90) calendar days or more in advance of the end of the then-current Term.

5.2. Termination Without Cause. Upon expiration of the Initial Term, either Party may terminate the Agreement at any time, for any reason, with or without cause by giving to the other Party ninety (90) calendar days advance notice.

5.3. Termination for Cause. The Agreement or a SOW may be terminated prior to the expiration of the Term under the following circumstances:

(a) Either Party may terminate the Agreement or a SOW, respectively, effective immediately upon notice to the other if: (i) the other Party defaults in performance of any material provision and such default is not cured within a period of thirty (30) calendar days after written notice describing the specific default (and in ten (10) calendar days in the event of failure to pay Fees owed); or (ii) if voluntary or involuntary proceedings are commenced (and, in the case of involuntary proceedings, are not dismissed within sixty (60) calendar days) for the bankruptcy, receivership, insolvency, winding up or dissolution of the other Party or for the assignment of the other Party's assets for the benefit of creditors.

(b) Vendor may terminate the Agreement or a SOW, respectively, immediately upon notice to Customer if: (i) Customer violates Section 6 (Proprietary Rights) or Section 7 (Confidential Business Information) these Terms and Conditions; or (ii) any right of Customer under the Agreement becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.

5.4. Effect of Termination or Expiration.

(a) If Vendor terminates the Agreement or a SOW, respectively, pursuant to Section 5.3 (Termination for Cause) of the Agreement prior to the expiration of the Initial Term of the Agreement or a SOW, Vendor shall be entitled to collect from Customer payment for all Fees through the Initial Term. If Vendor terminates the Agreement or a SOW, respectively, pursuant to Section 5.3 (Termination for Cause) after the expiration of the Initial

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Term of the Agreement or a SOW and during any Renewal Term, Vendor shall be entitled to collect from Customer payment for all Fees through ninety (90) calendar days past the effective date of termination.

(b) On the expiration or earlier termination of the Agreement: (i) all rights, licenses and authorizations granted to Customer hereunder will immediately terminate and Customer will immediately cease all use of and other activities with respect to the Vendor System; (ii) all amounts payable by Customer to Vendor of any kind under the Agreement are immediately payable and due no later than ten (10) business days after the effective date of the expiration or termination of the Agreement; and (iii) Vendor will provide Customer with access to all Protected Health Information in accordance with the BAA (if applicable) and within thirty (30) calendar days of termination or expiration of the Agreement. Other Customer Data shall also be made available to Customer within thirty (30) calendar days of termination or expiration, so long as all Fees are paid. Customer Data will be available in a reasonably accessible format as determined by Vendor (or as may be required by Applicable Law), unless otherwise mutually agreed by the Parties. Following the expiration of thirty (30) calendar day period, Vendor shall have the right to purge all Customer Data.

Surviving Terms. The provisions, rights, or obligations set forth in the Agreement that, by its nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement, including without limitation any indemnification obligations and limitations of liability.

6. PROPRIETARY RIGHTS

6.1. Ownership. Customer acknowledges and agrees that the Vendor System, Vendor Services, Vendor Functionality and Materials are licensed, not sold, to Customer by Vendor and Customer does not have under or in connection with the Agreement any ownership interest in the Vendor System, Vendor Services, Vendor Functionality, Materials, any Confidential Business Information of Vendor, or in any related intellectual property rights therein. As between Customer and Vendor, Vendor is the sole and exclusive owner of all right, title, and interest in and to the Vendor System, Vendor Services, Vendor Functionality, Materials, Confidential Business Information of Vendor, and Feedback, including all intellectual property rights relating to the foregoing, subject only to the limited license granted to Customer under the Agreement. Customer hereby unconditionally and irrevocably assigns to Vendor, its entire right, title, and interest in and to any intellectual property rights that Customer may now or hereafter have in or relating to the Vendor System, Vendor Services, Vendor Functionality, Materials, Confidential Business Information of Vendor, and Feedback (including without limitation any rights in derivative works or patent improvements relating to the foregoing), whether held or acquired by operation of law, contract, assignment or otherwise.

6.2. Injunctive Relief. Customer acknowledges that Customer's breach of its obligations with respect to Vendor's intellectual property rights or Confidential Business Information will cause irreparable injury to Vendor and will entitle Vendor to seek injunctive or other equitable relief without the requirement of posting a bond.

6.3. Publicity Rights. Neither Party will use the name or trademarks of the other Party without the prior written consent of the other Party: (a) except as required by Applicable Law; and (b) Customer hereby consents to Vendor's identification of Customer using its name and/or trade name in marketing materials, publications, or presentations as a current user of the Vendor System. Vendor may use any of Customer's Feedback, stories, or reviews related to its use of the Vendor System in future marketing materials, publications, or presentations. Customer further agrees to reasonably cooperate with Vendor to serve as a reference account, upon request, and to reasonably support Vendor's marketing efforts.

7. CONFIDENTIAL BUSINESS INFORMATION

7.1. Use and Disclosure of Confidential Business Information. Each Party, to the extent that it receives Confidential Business Information of the other Party, will take reasonable steps and exercise reasonable care to hold such Confidential Business Information in confidence and not to use it or disclose it (or willingly allow it to be used or disclosed) to any other person or entity, except: (a) as permitted under the Agreement or as reasonably necessary for performance of the Agreement or for enforcement of the Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that the information will

be kept confidential and used only for the purpose of its disclosure); and, (d) as required by Applicable Law in accordance with Section 7.2 (Disclosures Required by Applicable Law) of these Terms and Conditions.

7.2. Disclosures Required by Applicable Law. A Party may disclose Confidential Business Information of the other Party that is required to be disclosed by Applicable Law (including without limitation a court order), provided that the Party must promptly notify the other Party (to the extent not prohibited by Applicable Law) prior to making the disclosure so as to afford that Party an opportunity to seek a protective order or other limit on such disclosure at that Party's expense. In any event, the Party disclosing the other Party's Confidential Business Information shall only furnish that portion of the Confidential Business Information which is legally required to be disclosed.

Retention of Copies. Any Confidential Business Information of a Party that is received by the other Party must be returned (or in lieu of return, destroyed) upon expiration or termination of the Agreement or at any time upon request, except that the receiving Party may retain one (or more if needed) archival copy in a secure location to demonstrate compliance with the Agreement, or as required for legal and audit purposes, or to the extent it is reasonably infeasible for the receiving Party to destroy or return such Confidential Business Information of the other Party, as long as such retained copy is not used or disclosed contrary to the terms of the Agreement. The receiving Party will provide documentation or certification of destruction upon request of the other Party.

7.3. Terms of the Agreement. Each Party may disclose only the general nature, but not the specific terms, of the Agreement without the prior consent of the other Party; provided, either Party may provide a copy of the Agreement or otherwise disclose its terms in connection with any financing transaction or due diligence inquiry or legal/accounting or regulatory requirement.

8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

8.1. Mutual Representations and Warranties. Each Party represents, warrants, and covenants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity under Applicable Law of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, and authorizations it grants and is required to grant under the Agreement; (c) the execution of the Agreement by its representative whose signature is set forth on the Face Sheet has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, the Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

8.2. Non-Infringement Warranty; Remedy. Vendor warrants to Customer on a continuing basis throughout the Term of the Agreement that Vendor Functionality when used properly and as authorized does not infringe on or misappropriate any valid U.S. patent, copyright or trade secret of a third party under laws of the United States or any of its states, provided Vendor makes no warranty to the extent such infringement or misappropriation results: (a) from any use of the Vendor System, Vendor Services or Vendor Functionality that is not strictly in accordance with the Materials; (b) from use or access of the Vendor System or Vendor Services by Customer in combination with any data, software or equipment provided by Customer or any third party that could have been avoided by use or access of the Vendor System or Vendor Services without such data, software or equipment; (c) from any breach of any agreement by, or any negligent or other wrongful act or omission of, any third party or Customer (other than arising solely out of use of the Vendor System or Vendor Services as permitted in the Agreement); (d) Customer's continuing allegedly infringing activity after being notified by Vendor; or (e) Customer's failure to use an updated version of the Vendor System, Vendor Services, Vendor Functionality or Materials that would have avoided the alleged infringement (collectively, "IP Exclusions"). If the Vendor System, Vendor Services, Vendor Functionality or Materials, or any part thereof, or in Vendor's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, or if Customer's use of the Vendor System, Vendor Services, Vendor Functionality or Materials is enjoined or threatened to be enjoined, Vendor may, at its option and sole cost and expense: (i) obtain the right for Customer to continue to use the Vendor System, Vendor Services, Vendor Functionality or Materials materially as contemplated by the Agreement; (ii) modify or replace the foregoing, in whole or in part, to seek to make the foregoing non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Vendor System, Vendor Services, Vendor Functionality or Materials, respectively as the case may be, under the Agreement; or (iii) terminate the Agreement, in its entirety or with respect to the affected part or feature, effective immediately on written notice to Customer, in which event Customer shall cease all use immediately on receipt of Customer's notice and Vendor shall promptly refund to Customer,

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on a pro rata basis, the share of any Fees prepaid by Customer for the future portion of the term that would have remained but for such termination. THIS SECTION 8.2 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND VENDOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE VENDOR SYSTEM OR MATERIALS OR ANY SUBJECT MATTER OF THE AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8.3. No Disqualification. Each Party warrants that neither it nor any of its personnel to its knowledge: (i) has been convicted of any crime arising from claims or other transactions, financial relationships or financial dealings in connection with health care, or (ii) has been excluded from any federal health care program or the health care program of any state.

8.4. Limited Warranty; Exceptions; Remedy. Vendor warrants to Customer that the Vendor System will substantially conform in all material respects to Vendor's specifications when operated and used as recommended in the Materials and in accordance with the Agreement. Notwithstanding any provisions to the contrary in the Agreement, the limited warranty set forth in this Section 8.4 of these Terms and Conditions does not apply to problems arising out of or relating to:

- (a) Vendor System, or the media on which it is provided, that is modified or damaged by Customer or its representatives;
- (b) Any operation or use of, or other activity relating to, the Vendor System other than as specified in the Materials, including any incorporation in the Vendor System of, or combination, operation or use of the Vendor System in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Materials;
- (c) Customer's or any third party's negligence, abuse, misapplication, or misuse of the Vendor System, including any use of the Vendor System other than as specified in the Materials;
- (d) The operation of, or access to, Customer or a third party's system or network;
- (e) Customer's breach of any provision of the Agreement; or
- (f) Any other circumstances or causes outside of the reasonable control of Vendor (including abnormal physical or electrical stress).

If Vendor breaches, or is alleged to have breached, the foregoing warranty, Vendor may, at its sole option and expense, take any of the following steps to remedy such breach: (i) make reasonable effort to repair the Vendor System; or (ii) replace the Vendor System with functionally equivalent software (which software will, on its replacement of the Vendor System, constitute the Vendor System hereunder). THIS REMEDY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VENDOR'S SOLE LIABILITY UNDER THE LIMITED WARRANTY SET FORTH IN THIS SECTION 8.4.

8.5. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, VENDOR UNDERTAKES NO OBLIGATION TO PROVIDE ERROR-FREE OR FAULT-FREE ITEMS OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SYSTEM, VENDOR SERVICES, VENDOR FUNCTIONALITY AND MATERIALS ARE PROVIDED "AS IS", "AS AVAILABLE," AND "WITH ALL FAULTS AND DEFECTS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, VENDOR EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, NON-INFRINGEMENT, OPERATION, DATA ACCURACY, SYSTEM INTEGRATION OR INTEROPERABILITY, NONINTERFERENCE, VALUE, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM STATUTE, OPERATION OF LAW, CONDUCT, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR USAGE OR PRACTICE IN TRADE. WITHOUT LIMITING THE FOREGOING SENTENCE, VENDOR MAKES NO WARRANTY THAT: (A) THE

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VENDOR SYSTEM, VENDOR SERVICES, VENDOR FUNCTIONALITY, MATERIALS OR ANY DATA WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, FREE FROM FALSE MATCHES, FREE FROM HARMFUL CODE, COMPLETE, INTEROPERABLE, ERROR-FREE OR BUG-FREE; (B) THE VENDOR SYSTEM, VENDOR SERVICES, VENDOR FUNCTIONALITY OR MATERIALS WILL BE SECURE, RELIABLE OR TIMELY; OR (C) THAT ANY ERRORS IN THE VENDOR SYSTEM, VENDOR SERVICES, VENDOR FUNCTIONALITY OR MATERIALS CAN OR WILL BE CORRECTED. FOR THE AVOIDANCE OF DOUBT, CUSTOMER ACKNOWLEDGES AND AGREES THAT PATIENT IDENTITY RESOLUTION ACROSS DISPARATE RECORD SOURCES IS INHERENTLY PRONE TO MISMATCHING AND VENDOR DOES NOT WARRANT THE ACCURACY OF THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE VENDOR SYSTEM, VENDOR SERVICES OR VENDOR FUNCTIONALITY; THUS, CUSTOMER AGREES THAT CUSTOMER IS RESPONSIBLE FOR VERIFYING THE VERACITY OF ANY DATA PROVIDED TO CUSTOMER TO ENSURE IT INDEED IS MATCHING THE PARTICULAR PATIENT AND DOES NOT CONTAIN ERRORS. VENDOR WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DEFECTS IN THE VENDOR SYSTEM, VENDOR SERVICES OR VENDOR FUNCTIONALITY CAUSED BY THIRD-PARTY MATERIALS, SYSTEMS OR THIRD-PARTY ACTS OR OMISSIONS. NO ORAL OR WRITTEN INFORMATION GIVEN BY VENDOR WILL CREATE A WARRANTY.

8.6. Professional Duty and Independent Judgment of Customer; Release of Liability. Vendor is not a health plan or health care provider, and it cannot and does not independently verify or review for medical accuracy or completeness the medical information made available to it for inclusion in its systems, data entered in its systems or records in or output by its systems. Customer acknowledges and agrees that the professional duty to the patient in providing health care services lies solely with the health care entity or professional providing such services and that use of information provided by or through the Vendor Services, including but not limited to the Vendor System, is in no way intended to and will not replace or substitute for the professional judgment of Customer and its personnel. Customer agrees that it and its personnel, and not Vendor, are responsible for any pharmacological, medical, coding, legal or similar information contained in, entered into, or used in connection with the Vendor Services. Vendor will not be responsible for the action or inaction of any health care practitioner that may result in any liability or damages to anyone due to malpractice, failure to warn, negligence or any other basis in the diagnosis, treatment or care of any patient. CUSTOMER HEREBY IRREVOCABLY INDEMNIFIES AND RELEASES VENDOR FROM ANY CLAIMS, DEMANDS, DAMAGES, AND LIABILITIES OF ANY KIND RELATING TO CUSTOMER'S PROVISION OF CLINICAL, MEDICAL, BEHAVIORAL, EMERGENCY, LEGAL, OR OTHER PROFESSIONAL OR HEALTH OR HEALTH-RELATED SERVICES.

9. INDEMNIFICATION, LIMITATIONS OF LIABILITY AND INSURANCE

9.1. Indemnification by Customer. Customer agrees to defend, indemnify and hold harmless Vendor and its affiliates, employees, agents, officers, directors, principals, partners, shareholders or holders of an ownership interest, as the case may be (collectively, "**Vendor Indemnitees**"), against that portion of any claims, demands, losses, damages, suits, fees, judgments, costs and expenses (including without limitation reasonable attorneys' fees) by a third party (collectively, "**Claims**") that result from or arises out of: (a) any permitted use of Customer's Data or Customer's Confidential Business Information; (b) the IP Exclusions in Section 8.2 (Non-Infringement Warranty; Remedy); (c) Customer's violation of Applicable Law; (d) Customer's breach of the Agreement; or (e) the acts or omissions of Customer, its employees, agents and Authorized Users.

9.2. Timing of Claims. No claim against Vendor of any kind under any circumstances will be made more than one (1) year after Customer knows, or in the exercise of reasonable care could know of, such claim, an act or omission of Vendor that would give rise to such claim, or any material damage caused by or likely to be caused by such act or omission or to be part of such claim.

9.3. Limitations of Liability. Vendor's cumulative, aggregate liability in connection with or arising in any way or in any degree from the Agreement, from Vendor Services or otherwise from the acts or omissions of Vendor under any and all legal theories will not exceed the total Fees paid by Customer to Vendor pursuant to the Agreement during the six (6) month period immediately preceding the event giving rise to the subject claim for damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL VENDOR INDEMNITEES OR ITS CONTRACTORS BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

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9.4. CARRIER LINES. THE PARTIES ACKNOWLEDGE THAT ACCESS TO THE VENDOR SYSTEM, VENDOR SERVICES, VENDOR FUNCTIONALITY AND MATERIALS ARE PROVIDED OVER VARIOUS FACILITIES, COMMUNICATIONS LINES, ROUTERS, SWITCHES, AND OTHER DEVICES OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHER SERVICE PROVIDERS ("CARRIER LINES"), ALL OF WHICH ARE BEYOND THE PARTIES' CONTROL. NO PARTY IS LIABLE FOR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED ON THE CARRIER LINES THAT ARE BEYOND THE PARTY'S CONTROL. USE OF THE CARRIER LINES IS SOLELY AT THE PARTIES' RISK AND IS SUBJECT TO ALL APPLICABLE LAW.

9.5. Insurance. During the Term of the Agreement, each Party agrees to maintain in force, at its sole cost and expense, liability insurance coverage in amounts commercially reasonable and appropriate to cover its obligations and liabilities under the Agreement.

9.6. Allocation of Risk. The Agreement, including without limitation, its disclaimers and limitations of liability, represents a mutually agreed upon allocation of risk and the consideration given has been set to reflect such allocation. If Applicable Law does not allow for any disclaimer, limitation of liability, release, or waiver (or any portion thereof) as set forth in the Agreement, the disclaimer, limitation of liability, release, or waiver will be deemed modified solely to the extent necessary to comply with Applicable Law.

10. MISCELLANEOUS

10.1. Remedies Reasonable. Customer hereby acknowledges on a continuing basis that any exclusive and/or limited remedies available in the Agreement are reasonable and sufficient and that they will not fail of their essential purpose even if Customer may not take advantage of them in some circumstances by their terms.

10.2. Force Majeure. No failure, delay or default in performance of any obligation under the Agreement will constitute a breach of the Agreement if it is caused by: strike; fire; shortage of materials; act of a public authority; unavoidable casualty; civil disorder; riot; insurrection; vandalism; war; severe weather, natural disaster or other act of God; failure of the Internet; failure or error of an Internet services provider or other provider of connectivity, any lines of transmission, any other third-party equipment or software through which Internet transmissions occur, or any telecommunications carrier; hacking or electronic vandalism; terrorism or, other cause that is beyond the reasonable control of the Party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter.

Governing Law; Venue. This Agreement and all amendments to it will be governed by the laws of the State of Wisconsin without regard to conflicts of laws. Subject to Sections 10.4 and 10.5, any dispute where the amount in controversy does not exceed \$10,000 and is therefore not subject to arbitration, the federal and the state courts of the State of Wisconsin will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Agreement. The Parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes.

Dispute Resolution Process. Except for claims arising out of the confidentiality obligations hereunder or Vendor's intellectual property rights, neither party will invoke Arbitration procedures other than in accordance with this Section. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) calendar days after delivery of such notice, executives of the Parties who have authority to resolve the dispute will meet to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days after the disputing party's notice, or if the executives fail to meet within the ten (10) day period, either Party may then seek Arbitration in accordance with Section 10.5. All negotiations pursuant to this Section will be deemed Confidential Business Information and treated as compromise and settlement negotiations.

Arbitration. In the event the dispute is not resolved by the Dispute Resolution Process described in Section 10.4, the dispute shall be resolved by arbitration in accordance with the rules as agreed upon by the Parties. If the Parties are unable to reach such an agreement, then the JAMS Arbitration Rules and Procedures, as modified by this Agreement, shall apply. The award of the arbitrator shall be conclusive and binding upon the parties, and enforceable in a court of competent jurisdiction following a 30 day period after the award (unless the award is satisfied by the other party within that time period). Subject to Vendor's right to recover costs and fees pursuant to Section 2.5(b), each party shall bear their own costs for the arbitration process, including attorney fees and expert witness fees. The arbitration proceeding shall be held in

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Milwaukee, Wisconsin with one (1) arbitrator who shall be chosen by Parties, or by JAMS in accordance with their standard procedures, with such arbitrator having a law degree, and extensive experience in contracts, license, and master services agreements. A reasoned opinion shall be delivered and the arbitrator shall not have the authority to award punitive damages to any Party. Notwithstanding the foregoing, any dispute where the amount in controversy does not exceed \$10,000 shall be brought in a state or federal court of Wisconsin.

Waiver of Jury Trial. To the fullest extent permissible under applicable law, each party knowingly and voluntarily waives and any and all rights to a jury trial, to the fullest extent that any such right will now or hereafter exist, in any proceeding, claim, counter-claim or other action involving any dispute or matter arising under the agreement or in any manner related to the services or the data.

Class Action Waiver. Where permitted under the applicable law, vendor and customer agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or consolidated action.

Notice. All contractually required notices, requests, consents, claims, demands, waivers, and other contractually required communications hereunder must be in writing and addressed to the Parties at the addresses set forth on the Face Sheet. The Parties shall deliver notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in the Agreement, a notice is effective only: (a) upon receipt by the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section. A Party may change its address for legal notice by giving the other Party written notice, delivered in accordance with this Section 10.8.

10.3. Assignment. Vendor may assign any of its rights and delegate any of its obligations hereunder without restriction. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Vendor. Any purported assignment or delegation in violation of this Section is null and void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

10.4. Amendment and Modification; No Waiver. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.5. Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6. Independent Contractors. Nothing in the Agreement or in the course of dealing between Vendor and Customer shall be deemed to create between Vendor and Customer a partnership, joint venture, association, employment relationship co-ownership or any other relationship other than an independent contractor relationship. Nothing in the Agreement or in the course of dealing between Vendor and Customer shall be deemed to empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as entitled to do the same.

10.7. No Bias. The Parties expressly waive any common law or statutory rule of construction that favors the non-writing Party, and the Parties expressly agree that the Agreement must be construed without regard to which Party wrote that term, condition, or provision.

10.8. No Third-Party Beneficiaries. Except as may be expressly stated in the Agreement (including without limitation an Attachment), nothing contained in the Agreement shall be construed to create any rights or benefits in a third party (including without limitation Authorized Users or patients).

10.9. Entire Agreement; Order of Priority. This Agreement, together with any other documents incorporated herein by reference and all Attachments, constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between these Terms and Conditions, the Face Sheet and Attachments the following order of precedence governs: (a) first, the BAA with respect to HIPAA obligations; (b) second, the Face Sheet, excluding its Attachments; and (c) third, the other Attachments with respect to their respective subject matter, with any Attachments executed after the Effective Date taking precedence over earlier executed Attachments.

10.10. Headings; Signatures and Counterparts. The various headings in the Agreement are inserted for convenience only, and shall not affect the meaning or interpretation of the Agreement or any paragraph or provision hereof. This Agreement may be signed in counterparts, each and every one of which shall be deemed an original, notwithstanding variations in format or file designation, which may result from the electronic transmission, storage and printing of copies of the Agreement from separate computers or printers. Facsimile and electronic signatures (including pdf signature pages or electronic signatures) shall be treated as original signatures.

SCHEDULE A: FEE SCHEDULE

This Schedule A: Fee Schedule (“**Schedule A**”) is an Attachment that is incorporated by reference into the Master Software License, Hosting and Services Agreement by and between Vendor and Customer (collectively, with all other Attachments, the “**Agreement**”). Vendor and Customer are each a “**Party**” and collectively the “**Parties**” to this Schedule A. For clarity, this Schedule A is subject to the General Terms and Conditions and other Attachments of Agreement and Vendor may make changes to this Schedule A as provided for in Section 4.1 (Fees and Payment) of the General Terms and Conditions.

Attachment: TheraManger_ProspertyEHR SOCIAL SERVICES QUOTE (2025-230 : Authorizing the Annual Renewal of

HIPAA BUSINESS ASSOCIATE ADDENDUM

The HIPAA Business Associate Addendum (“**BAA**”) is an Attachment that is incorporated by reference into the Master Software License, Hosting and Services Agreement by and between Vendor and Customer (collectively, with all other Attachments, the “**Agreement**”). Vendor and Customer are each a “**Party**” and collectively the “**Parties**” to the BAA. For clarity, the BAA is subject to the General Terms and Conditions and other Attachments of Agreement.

[Executed BAA to Follow]

Attachment: TheraManger_ProspertyEHR SOCIAL SERVICES QUOTE (2025-230 : Authorizing the Annual Renewal of



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-231

Resolution Amending the Contract with Shore Point Architecture for services at the new Fire Department Headquarters in the amount of \$50,316 utilizing capital funds. This is due to the contract time extension needed to complete the project.



RESOLUTION NO. 2025-231

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

RESOLUTION AMENDING THE CONTRACT WITH SHORE POINT ARCHITECTURE FOR SERVICES AT THE NEW FIRE DEPARTMENT HEADQUARTERS

WHEREAS, the City Council of Asbury Park and Shore Point Architecture, are parties to a contract for the new Fire Station via Resolution 2021-212; and

WHEREAS, the original contract amount approved by the City Council was in the sum not-to-exceed five hundred thousand dollars and 00/100 cents (\$500,000.00); and

WHEREAS, the City had approved via Resolution 2022-435 Change Order #1 resulting in an additional amount of ten thousand five hundred dollars and zero cents (\$10,500.00) to the contract; and

WHEREAS, the City of Asbury Park received a contract time extension from Shore Point Architecture for an additional \$50,316.00 for the additional construction phase of the New Fire Department Headquarters Project covering the time period of May 2025 through August 2025; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Account C-04-55-998-176-001; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the contract time extension to complete the construction phase of the project in the amount of \$50,316.00.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-231 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-232

Resolution awarding a contract to Millennium Communications Group for security upgrades at the Wastewater Treatment Plant totaling \$12,661.04 under NJ State Contract pricing utilizing Capital Funds.



RESOLUTION NO. 2025-232

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

RESOLUTION AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR SECURITY UPGRADES AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for security upgrades needed at the Wastewater Treatment Plant; and

WHEREAS, price of the project is \$12,661.04 and is attached to this Resolution; and

WHEREAS, pricing is based off of NJ State Contract #23-TELE-45463/#T2989; 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 C-04-55-998-186-003 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$12,661.04 for security upgrades needed at the Wastewater Treatment Plant.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-232 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



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Passaic County Co-Op 8PCPP
Cisco / NASPO NJ-21-TELE01506
Extreme / NASPO NJ-21-TELE-01518
Juniper Contract # NJ – 22-TELE-07908
Federal GSA Schedule 70: # 47QTCA25D002M
NJSBA/Carahsoft: #E-8801-NJSBA-ACES-CPS
NJ State Wiring Services Contract 23-TELE-45463 / #T2989
PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers
Bergen County Co-Op BC-BID-24-38: Computer Equipment and Peripherals - COOP
Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01
TIPS: The Interlocal Purchasing System Contract #'s 220601, 221003, 23010402, 230105, 23010401, 24020302, 24020301

April 24th, 2025

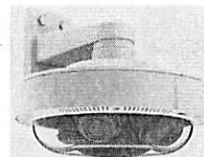
Joe Dellaragione
Director of Information Technology
Asbury Park Police Department
1 Municipal Plz #1
Asbury Park, NJ 07712

Re: Asbury Park Sewer Plant Cameras & Network Switch

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials / additional licensing required to complete the following:

Outdoor 360 (4x5 MP multidirectional camera with IR for 360° coverage) HD Dome Camera

- (2) P3737-PLE Panoramic Camera offers 4x5 MP sensors and is perfect for 360° and 270° surveillance. You'll be able to count on both high-quality overviews and detailed coverage thanks to the brilliant design of this cost-effective solution. With 360° IR illumination, the product provides excellent image quality around the clock, even in challenging lighting. With ARTPEC-8 and its deep learning processing unit, the product supports analytics and metadata on all sensors. 4*5 MP at 20 fps per channel
- (2) 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.
- (2) 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.
- (2) Corner 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
- (2) Cat6 cable runs (TO BE COMPLETED BY OTHERS)
- (2) Programming & Configuration
- (2) Add camera to Genetec Plan Manager



Meraki 8 Port Network PoE Switch

- (1) Meraki MS120-8FP 1G L2 Cloud Managed 8x GigE 124W PoE Switch
- (1) Meraki MX75 Enterprise License and Support, 5YR
- (1) Cisco GLC-LH-SM Compatible 1000BASE-LX/LH SFP 1310nm 10km DOM LC MMF/SMF Transceiver Module
- (1) LC/LC UPC Single Mode Duplex 1 Meter
- (1) Programming & Configuration



Pricing Summary:

Project Total: \$12,661.04

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TIPS: The Interlocal Purchasing System Contract #'s 220601, 221003, 23010402, 230105, 23010401, 24020302, 24020301

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

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Juniper Contract # NJ - 22-TELE-07908

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TIPS: The Interlocal Purchasing System Contract #'s 220601, 221003, 23010402, 230105, 23010401, 24020302, 24020301

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.

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TIPS: The Interlocal Purchasing System Contract #'s 220601, 221003, 23010402, 230105, 23010401, 24020302, 24020301

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature	Print Name	Title	Date
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Please fax to (973) 503- 0111.

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Overview

Tidelands permitting
Right of way permit processing
Rail crossing permits
Environmental Permit coordination
Electrical Permitting
Plumbing Permitting
Construction Permitting
River crossing permits
Professional Engineering services
Professional Land Surveying services
Preparation of bid documents
Construction administration and inspection
GIS Mapping
Material management
Satellite systems
RF systems
AM-FM & Digital fiber video systems
SONET Systems
System status sensor monitoring and alerts
SCADA System design
Structural building design and repair services
Project management
System integration
Trouble Ticket Systems
Fiber loss budget calculations
Motor Control Center Bucket installation and servicing
HVAC installation and servicing
Transoceanic cable design

Ocean ground bed earth return systems
Terrestrial earth return systems
Cable TV networks
POTS Lines
Bridge attachment design and analysis
Route feasibility analysis
Fiber routing and design
Copper/Fiber termination and splicing
Fire Suppression Systems
Passive & Active DAS
FCC Licensing
Electrical design and installation
Utility pole make ready
Traffic control plans
As-Built preparation
System auditing and documentation
Roof portal and membrane installation
Core drilling and wall penetrations
Fire blocking
UPS servicing and installation
Raised flooring
Floor and wall rack installation
IP Phones systems
Ladder Rack installation
System schematic straight line diagrams
EMT design and installation
Building attachments
Junction/pull boxes
Multi story building risers
Network switches

Wall penetrations
Land surveying
Jack and bore construction
Blue light emergency systems
Security cameras
LPR cameras
Door access control systems
PA systems
Emergency message boards
OEM control centers
Data Centers
Emergency operations shelters
Cell Tower installation
5G system design
Ground Penetrating Rader and mapping
Emergency fiber repair
Elevator security
Fiber to the Home/Premise design and construction
Directional Drill/Bore
Trenching
Manhole/Handhole placement
Conduit searches and licensing
POE lighting
Duct bank installation
3D conceptual drawings and designs
IT security services
Equipment Upgrading & EOL planning
Running line design
Wireless Design and installation
Utility conflict resolution

Proprietary and Confidential Information

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Packet Pg. 133

Attachment: MILLENNIUM WWTP SECURITY UPGRADES QUOTE (2025-232 : Awarding of a contract to Millennium Communications Group for



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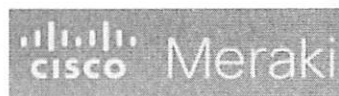
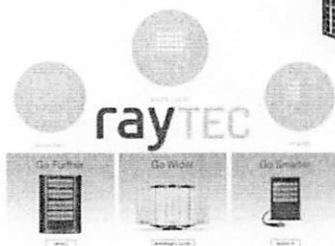
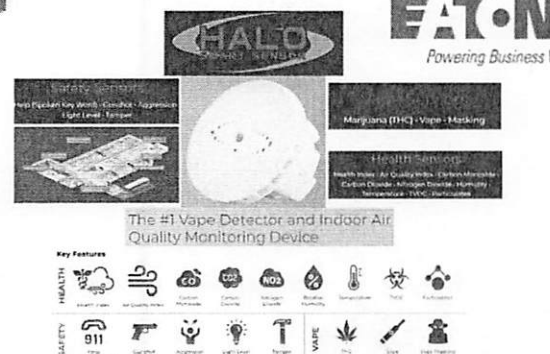
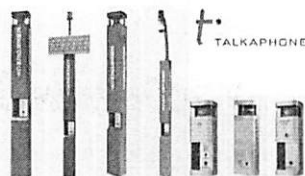
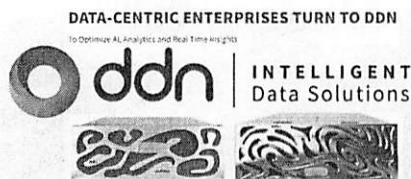
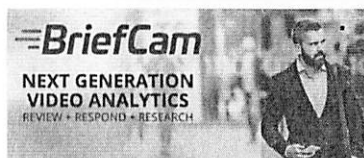
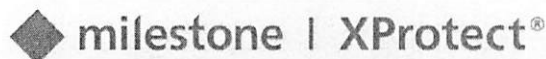
NJ State Wiring Services Contract 23-TELE-45463 / #T2989

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#'s 220601, 221003, 23010402, 230105, 23010401, 24070302, 24070301



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PHILIPS

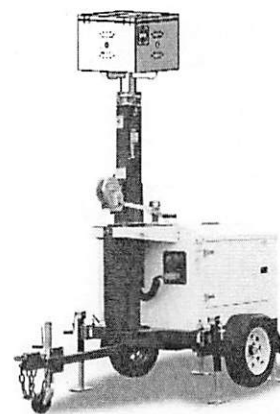
Professional Display Solutions



Surveillance Gear:
Axx F3227-PLE
Axx G Series PTZ w/ Q6100-E
Ethernet Modem

Optional:
Web Control
PC, Minitorne or Genetec
Loud Speaker
LED spot Lights
Siren

MILLENNIUM



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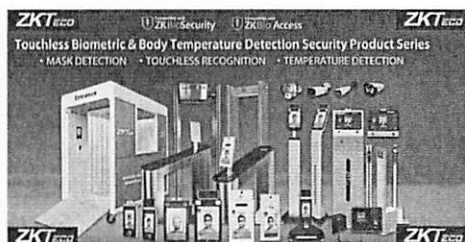


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Federal GSA Schedule 70: # 47QTCA25D002M
NJSBA/Carahsoft: #E-8801-NJSBA-ACES-CPS
NJ State Wiring Services Contract 23-TELE-45463 / #T2989
PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers
Bergen County Co-Op BC-BID-24-38: Computer Equipment and Peripherals - COOP
Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01
TIPS: The Interlocal Purchasing System Contract #'s 220601, 221003, 23010402, 230105, 23010401, 24020302, 24020301





Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-233

Resolution authorizing a contract to T&M Associates for the oversight, grant management and general coordination services of the Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration Project in an amount not-to-exceed \$200,000.00 utilizing NJ Boardwalk Preservation Grant Funds.



RESOLUTION NO. 2025-233

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

RESOLUTION AUTHORIZING T&M ASSOCIATES THE OVERSIGHT, GRANT MANAGEMENT AND GENERAL COORDINATION SERVICES OF THE MADISON ASBURY RETAIL, LLC (MAR) PARAMOUNT THEATER RESTORATION PROJECT

WHEREAS, on April 21, 2025 the City of Asbury Park received a proposal to provide project oversight, grant management and general coordination services of the Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration Project from T&M Associates; and

WHEREAS, the cost for the scope of services shall not exceed \$200,000.00 without Council approval; and

WHEREAS, N.J.S.A. 40A:2-20 allows for preliminary planning expenses to be paid for; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account G-02-43-984-024-202; and the maximum dollar value of the contract is as set forth in the resolution

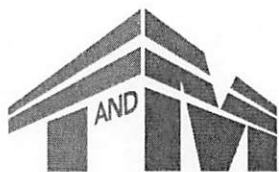
WHEREAS, the Acting City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide project oversight, grant management and general coordination services of the Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration Project in an amount not to exceed \$200,000.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-233 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

April 21, 2025

Via email

Mr. John Hayes, Deputy City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: Proposal for Professional Engineering Services
New Jersey Boardwalk Restoration Fund Grant
Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration
Project Oversight, Grant Management, and General Coordination**

Dear Mr. Hayes:

As you are aware, the City of Asbury Park received a grant in the amount of \$20 Million from the NJ Boardwalk Preservation Fund. Part of this funding in the amount of \$13 Million is allocated to the restoration of the historic Paramount Theater by way of a sub-grant agreement entered into by and between the City of Asbury Park and Madison Asbury Retail, LLC (MAR), the owner of the Paramount Theater property.

Included in the original grant application and subsequent grant award, was funding to be allocated for project oversight, grant management, and coordination in an amount not to exceed \$200,000.00 for the duration of the project, which must be completed no later than December 31, 2026 (20 months). This budgeted amount is fully grant eligible and no separate or additional funding is required from the City.

SCOPE OF SERVICES:

T&M Associates has engaged with MAR and shall continue to monitor and report progress, document, and prepare payment certificates for distribution and disbursement of grant funding from the City to MAR in accordance with the Sub-Grant Agreement terms.

A. INVESTIGATION PHASE

1. MAR has engaged Michael Graves Architects and March Associates Construction, Inc. to perform the investigation work necessary and required in order to develop design and construction documents. The investigation phase is anticipated to be completed on or about June 30, 2025 (10 weeks).



Le: John Hayes
 Asbury Park Deputy City Manager

Re: Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration
 Project Oversight, Grant Management, and General Coordination

2. T&M Associates will monitor progress and provide written correspondence to City officials periodically.

B. DESIGN PHASE

1. Upon completion of the Investigation Phase, Michael Graves Architects will produce project construction documents suitable for public bidding.
2. T&M Associates will review all plans and project specifications to ensure full compliance with the Boardwalk Fund grant requirements.

C. CONSTRUCTION PHASE

We will provide a part time Project Manager and a part-time Inspector with additional support services from our office staff, as directed by the Project Manager. In addition, the Project Manager and Inspector will coordinate with the City, MAR, Contractor, Grant Agencies, etc. The Inspector will be responsible to observe construction to determine if the work is installed in general conformance with the contract documents and standard construction practices. Our services will include limited contract administration and inspection services. The following is a description of the services we will provide and the anticipated performance period for these services.

The specific scope of services for this phase includes the following:

1. Attend a pre-construction meeting among the project participants, including the Sub-Grantee, MAR, contractor, City officials, police, DPW, and utility representatives, and produce minutes of this meeting.
2. Provide an inspector to conduct periodic on-site construction observation for the duration of the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services. Based upon the City's needs, we have budgeted for approximately 600 working days (20 months) of construction from start of on-site work to substantial completion. In addition, we anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work, final vouchers and final change order will be accomplished.
3. Prepare periodic progress reports indicating equipment, personnel and work accomplished on the project. Reports will be furnished to the City monthly.



Le: John Hayes
Asbury Park Deputy City Manager

Re: Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration
Project Oversight, Grant Management, and General Coordination

4. Conduct periodic job meetings with representatives of MAR, the contractor, subcontractors, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.
5. Review Contractor's monthly estimates of work performed, and invoices submitted for payment, and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.
6. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.
7. Review and issue written recommendation to the City following receipt of a written claim or dispute from MAR, Architect, Contractor, or Subcontractors.
8. Review final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e., unforeseen utility conflicts, utility damage as a result of the contractor's work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Exceptions

- All work outside the project scope outlined above.
- Filing of construction permits. Permits to be filed by the contractor.
- Preparation of as-built drawings other than those specifically outlined.

Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City of Asbury Park.



ASPKOH-16002
April 21, 2025
Page 4 of 4

Le: John Hayes
Asbury Park Deputy City Manager

Re: Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration
Project Oversight, Grant Management, and General Coordination

If you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,
T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

Accepted/Authorized by:

THE CITY OF ASBURY PARK

John Hayes
Asbury Park Deputy City Manager

Date

FWM:DJM:JDH:jdh

Cc: *via email to:*
Kevin Starkey, Esq., City Attorney
Lisa Esposito, City Clerk
JoAnn Boos, CFO
Tracy Lizardi, Purchasing Agent
Gregory Toro, Deputy Director of Public Works

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Attachment: MAR Paramount Theater Restoration Project Proposal (2025-233 : Awarding a contract to T&M Associates for Paramount Theater



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-234

Resolution authorizing a contract to T&M Associates for Construction Inspection Services for the Transportation Alternatives Program, Main Street Streetscape Project totaling \$65,750.00



RESOLUTION NO. 2025-234

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

RESOLUTION AUTHORIZING CONSTRUCTION PHASE INSPECTION SERVICES TO T&M ASSOCIATES FOR THE TRANSPORTATION ALTERNATIVES PROGRAM, MAIN STREET (SR-71) STREETScape IMPROVEMENTS PROJECT

WHEREAS, the City received notification on November 20, 2024 from the New Jersey Department of Transportation (NJDOT) that funding in the amount of up to \$653,873.23 has been made available to the City of Asbury Park for the Transportation Alternatives Program Federal program (Federal Project No. TAP-0071(304)) for the installation of street trees and street furniture along Main Street (NJ Route 71); and

WHEREAS, the preliminary and final design of the project has concluded by French and Parrello Associates, all necessary NJDOT approvals have been approved and the project is entering the construction phase; and

WHEREAS, there is a need for construction inspection services that French and Parrello Associates is not permitted to provide; and

WHEREAS, on April 24, 2025 the City of Asbury Park received a proposal to provide construction inspection services from T&M Associates for the Transportation Alternatives Program, Main Street Streetscape Project totaling \$65,750.00; and

WHEREAS, the cost for construction inspection services shall not exceed \$65,750 without Council approval; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide construction inspection services for the Transportation Alternatives Program, Main Street Streetscape Project totaling \$65,750.00.

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

RESOLUTION NO. 2025-234 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



ASPKOH-16002

April 24, 2025
Via email

Mr. John Hayes, Deputy City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: Proposal for Professional Construction Phase Services
Main Street Streetscape
Contract Administration and Inspection**

Dear Mr. Hayes:

Per your request, T&M is pleased to submit our proposal for construction phase services for the Main Street Streetscape as per plans prepared by French & Parrello Associates, dated June 2021. The estimated construction cost for this project is approximately **\$635,050.00** which will include installation of various tree species, metal tree grates, and bicycle racks. It is our understanding that the New Jersey Department of Transportation (NJDOT) via the Federal Highway Administration has awarded the City of Asbury Park \$653,873.23 in grant funding for this project.

In order to achieve the City's objectives, we offer the following scope of services for your consideration:

SCOPE OF SERVICES:

CONSTRUCTION PHASE

We will provide a part time Project Manager and a full-time Inspector with additional support services from our office staff, as directed by the Project Manager. In addition, the Project Manager and Inspector will coordinate with the City, Contractor, Municipal Agencies, etc. The Inspector will be responsible to observe construction to determine if the work is installed in general conformance with the contract documents and standard construction practices. Our services will include contract administration and inspection services. The following is a description of the services we will provide and the anticipated performance period for these services.

The specific scope of services for this phase includes the following:

1. Conduct a pre-construction meeting among the project participants, including the



Le: John Hayes
Asbury Park Deputy City Manager

Re: Main Street Streetscape
Contract Administration and Inspections

contractor, City officials, police, DPW, NJDOT and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, baseline project schedule, emergency contact lists, etc. Prepare for contractor mobilization. T&M will coordinate the packaging and delivery of electronic AutoCAD files to the contractor for construction layout purposes. Pre-construction phase assumed to last one month.

2. Provide an inspector to conduct on-site construction observation for the duration of the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services. Based upon the City's needs, we have budgeted for approximately 30 working days (1.4 months) of construction from start of on-site work to substantial completion. In addition, we anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work, final vouchers and final change order will be accomplished.
3. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.
4. Conduct periodic job meetings with representatives of the contractor, subcontractor, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.
5. Administrate and review contractor submittals, including schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.
6. Review Contractor's monthly estimates of work performed, and invoices submitted for payment, and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.
7. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.
8. Review and issue written recommendation to the City following receipt of a written



Le: John Hayes
Asbury Park Deputy City Manager

Re: Main Street Streetscape
Contract Administration and Inspections

claim or dispute from Contractor.

9. Prepare final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e., unforeseen utility conflicts, utility damage as a result of the contractor's work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Our fee for contract administration and inspection services is based on the contractor completing the project within the time indicated above. If the contractor is not substantially complete by that time and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for the necessary engineering beyond the original authorization or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued engineering services. Similarly, should our services be required beyond 8 hours on any day or any weekend time, we will also ask the City to enforce the section of the contract allowing the City to deduct payment to the contractor to pay for the excess hours. Should any or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal for our anticipated additional services. Additional work will not commence without written authorization from the City.

Exceptions

- All work outside the project scope outlined above.
- Filing of construction permits. Permits to be filed by the contractor.
- Preparation of as-built drawings other than those specifically outlined.
- Any analysis and/or design of water quality or quantity controlling devices as part of the stormwater conveyance system is excluded from this proposal. Although not anticipated for this project, it should be noted that recent changes in NJDEP stormwater regulations necessitating such devices may be deemed necessary by NJDOT.



Le: John Hayes
Asbury Park Deputy City Manager

Re: Main Street Streetscape
Contract Administration and Inspections

SCHEDULE OF FEES

All professional services outlined in the Scope of Services items above will be completed for the estimated fee of \$65,750.00

* Estimated project costs do not include Bonding or Legal costs.

We are prepared to initiate the outlined scope of work, or any portion thereof, immediately upon your authorization to proceed for the estimated fees outlined above.

Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City of Asbury Park.

If you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,
T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

Accepted/Authorized by:
THE CITY OF ASBURY PARK

John Hayes
Asbury Park Deputy City Manager

Date

DJM:JDH;jdh

Cc: *via email to:*
Lisa Esposito, City Clerk
JoAnn Boos, CFO
Tracy Lizardi, Purchasing Agent
Gregory Toro, Deputy Director of Public Works
Kevin Starkey, Esq., City Attorney



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-235

Resolution authorizing a contract to T&M Associates for Construction Inspection Services for the Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue & Bond Street totaling \$72,000.00



RESOLUTION NO. 2025-235

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

RESOLUTION AUTHORIZING CONSTRUCTION PHASE INSPECTION SERVICES TO T&M ASSOCIATES FOR THE SAFE ROUTES TO TRANSIT, INTERSECTION UPGRADES AND TRAFFIC SIGNAL INSTALLATION AT COOKMAN AVENUE AND BOND STREET

WHEREAS, on November 28, 2023 the City of Asbury Park was awarded a Safe Routes to Transit grant by the New Jersey Department of Transportation in the amount of \$456,000.00 for Intersection Upgrades and Traffic Signal Installation at Cookman Avenue & Bond Street; and

WHEREAS, Preliminary Engineering and Final Design services for this project have been completed by Dynamic Traffic, LLC; and

WHEREAS, there is a need for construction inspection services that Dynamic Traffic, LLC cannot provide; and

WHEREAS, on April 24, 2025 the City of Asbury Park received a proposal to provide construction inspection services from T&M Associates for the Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue & Bond Street totaling \$72,000.00; and

WHEREAS, the cost for construction inspection services shall not exceed \$72,000.00 without Council approval; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide construction inspection services for the Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue & Bond Street totaling \$72,000.00.

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

RESOLUTION NO. 2025-235 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



ASPKOH-16002

April 24, 2025
Via email

Mr. John Hayes, Deputy City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: Proposal for Professional Construction Phase Services
Cookman Avenue and Bond Street Intersection Improvements
Contract Administration and Inspections**

Dear Mr. Hayes:

Per your request, T&M is pleased to submit our proposal for construction phase services for the Cookman Avenue and Bond Street Intersection Improvements as per plans prepared by Dynamic Traffic, LLC, dated 12/20/2024. The estimated construction cost for this project is approximately **\$532,617.00** which will include installation of a traffic signal, roadway bump-outs, pavement milling and resurfacing, curbs, sidewalks, and ADA improvements. It is our understanding that the New Jersey Department of Transportation (NJDOT) has awarded the City of Asbury Park \$456,000.00 in grant funding through the NJ State FY2024 Safe Streets to Transit Program and the balance will be supplemented with City funds.

In order to achieve the City's objectives, we offer the following scope of services for your consideration:

SCOPE OF SERVICES:

CONSTRUCTION PHASE

We will provide a part time Project Manager and a full-time Inspector with additional support services from our office staff, as directed by the Project Manager. In addition, the Project Manager and Inspector will coordinate with the City, Contractor, Municipal Agencies, etc. The Inspector will be responsible to observe construction to determine if the work is installed in general conformance with the contract documents and standard construction practices. Our services will include contract administration and inspection services. The following is a description of the services we will provide and the anticipated performance period for these services.

The specific scope of services for this phase includes the following:



Le: John Hayes
Asbury Park Deputy City Manager

Re: Cookman Avenue and Bond Street Intersection Improvements
Contract Administration and Inspections

1. Conduct a pre-construction meeting among the project participants, including the contractor, City officials, police, DPW, NJDOT and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, baseline project schedule, emergency contact lists, etc. Prepare for contractor mobilization. T&M will coordinate the packaging and delivery of electronic AutoCAD files to the contractor for construction layout purposes. Pre-construction phase assumed to last one month.
2. Provide an inspector to conduct on-site construction observation for the duration of the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services. Based upon the City's needs, we have budgeted for approximately 34 working days (1.5 months) of construction from start of on-site work to substantial completion. In addition, we anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work, final vouchers and final change order will be accomplished.
3. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.
4. Conduct periodic job meetings with representatives of the contractor, subcontractor, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.
5. Administrate and review contractor submittals, including schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.
6. Review Contractor's monthly estimates of work performed, and invoices submitted for payment, and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.
7. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.



Le: John Hayes
Asbury Park Deputy City Manager

Re: Cookman Avenue and Bond Street Intersection Improvements
Contract Administration and Inspections

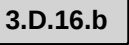
8. Review and issue written recommendation to the City following receipt of a written claim or dispute from Contractor.
9. Prepare final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e., unforeseen utility conflicts, utility damage as a result of the contractor's work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Our fee for contract administration and inspection services is based on the contractor completing the project within the time indicated above. If the contractor is not substantially complete by that time and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for the necessary engineering beyond the original authorization or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued engineering services. Similarly, should our services be required beyond 8 hours on any day or any weekend time, we will also ask the City to enforce the section of the contract allowing the City to deduct payment to the contractor to pay for the excess hours. Should any or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal for our anticipated additional services. Additional work will not commence without written authorization from the City.

Exceptions

- All work outside the project scope outlined above.
- Filing of construction permits. Permits to be filed by the contractor.
- Preparation of as-built drawings other than those specifically outlined.
- Any analysis and/or design of water quality or quantity controlling devices as part of the stormwater conveyance system is excluded from this proposal. Although not anticipated for this project, it should be noted that recent changes in NJDEP stormwater regulations necessitating such devices may be deemed necessary by NJDOT.



Page 4 of 4



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-236

For Fiscal Year's 2019, 2020, 2022, 2023 and 2024, there is remaining project funding that must be reallocated in order for funds to be exhausted.



RESOLUTION NO. 2025-236

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

RESOLUTION AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLANS FOR FISCAL YEAR'S 2019, 2020, 2022, 2023 AND 2024 FOR THE HUD ACTIVITIES ADMINISTERED BY THE CITY OF ASBURY PARK'S DEPARTMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, HUD requires the City to submit an Annual Action Plan each year, identifying the activities it intends to undertake with Community Development Block Grant (CDBG) funds; and

WHEREAS, the City of Asbury Park's Department of Community Development Block Grant Program is proposing to amend its Fiscal Years 2019, 2020, 2022, 2023 and 2024-Annual Action Plans, a component of the 2019-2024 Consolidated Plan.; and

WHEREAS, A "Substantial Amendment" to the City of Asbury Park's Community Development Annual Action Plans is required for Fiscal Years 2019, 2020, 2022, 2023 and 2024 CDBG funding totaling \$159,653.59 in order to be reallocated. The Substantial Amendment will transfer available CDBG project balances to a current and/or new project (s); and

WHEREAS, the City is following the Citizen Participation Process outlined in the Office of Community Development's Block Grant Program's-Citizens Participation Plan. The City must hold a public comment period of thirty days to obtain citizen input on any proposed changes in projects or funding allocations contained in the Annual Action Plan (s), whenever the proposed changes meet the definition of a "Substantial Amendment" as outlined in the Citizen Participation Plan; and

WHEREAS, the thirty-day public comment period for the fiscal years 2019, 2020, 2022 and 2023 CDBG Activities were advertised in the Asbury Park Press and on the City's website on December 18th, 2024 and concluded on January 17th, 2025

WHEREAS, the thirty-day public comment period for the fiscal year 2024 CDBG Activities were advertised in the Asbury Park Press and on the City's website on April 1st 2025. The public comment period began on April 1st. 2025 and concluded on May 1st. 2025; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts for Fiscal Years 2019, 2020, 2022, 2023 and 2024 of the budgets to which the activities will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park (the “City”) in the County of Monmouth, State of New Jersey authorize the substantial amendment to the Fiscal Years 2019, 2020, 2022, 2023 and 2024 Annual Action Plans.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-236 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Ad Preview

CITY OF ASBURY PARK

NOTICE OF PUBLIC COMMENT PERIOD

Substantial Amendments to the FY-2019, FY-2020, FY-2022 and FY-2023 Annual Action Plans for HUD Programs administered by the City of Asbury Park's Department of Community Development

The Office of Community Development Block Grant Program is proposing to amend its FY-2019, FY-2020, FY-2022 and FY-2023 Annual Action Plans. The FY-2019, FY-2020, FY-2022 and FY-2023 Annual Action Plans will transfer available CDBG project funds to add funding to a current project (s). The details of the current project are provided in the amendments.

The City of Asbury Park's Citizen Participation Plan (CPP) requires a 30-day public comment period on Substantial Amendments. The comment period will start on December 18th 2024 and continue through and include January 17th 2025.

The Substantial Amendments will be available on the City's website at www.cityofasburypark.com. Comments should be submitted by email to: Cassandra.Dickenson@cityofasburypark.com or fax: 732-775-1463, by January 17th 2025 by 4:30pm.

Written comments may be submitted as follows:
Attn: Cassandra Dickenson, Director of Community Development Block Grant Program
1 Municipal Plaza, Asbury Park, NJ 07712

Modifications substantielles aux plans d'action annuels des exercices 2019, 2020, 2022 et 2023 pour les programmes HUD administrés par le département du développement communautaire de la ville d'Asbury Park.

Le bureau du programme de subventions slobes pour le développement communautaire propose d'amendement ses plans d'action annuels pour les exercices 2019, 2020, 2022 et 2023. Les amendements substantiels pour les exercices 2019, 2020, 2022 et 2023 transféreront les fonds de projets CDBG disponibles pour ajouter du financement à un ou plusieurs projets en cours. Les détails du projet actuel sont fournis dans les modifications.

Le plan de participation citoyenne (CPP) de la ville d'Asbury Park exige une période de commentaires publics de 30 jours sur les modifications substantielles. La période de commentaires commencera le 18 décembre 2024 et se poursuivra jusqu'au 17 janvier 2025.

Les modifications substantielles seront disponibles sur le site Web de la ville à l'adresse www.cityofasburypark.com. Les commentaires doivent être envoyés par courriel à: Cassandra.Dickenson@cityofasburypark.com ou par télécopieur : 732-775-1463, au plus tard le 17 janvier 2025 à 16h30.

Les commentaires écrits peuvent être soumis comme suit :
À l'attention de : Cassandra Dickenson, directrice du Programme de subventions slobes pour le développement communautaire
1 Place municipale, Asbury Park, NJ 07712

Modifications substantielles o los planes de acción anuales para los años fiscales 2019, 2020, 2022 y 2023 para los programas de HUD administrados por el Departamento de Desarrollo Comunitario de la Ciudad de Asbury Park

La oficina del Programa de Subvenciones en Bloque para el Desarrollo Comunitario propone modificar sus Planes de Acción Anuales para los ejercicios 2019, 2020, 2022 y 2023. Las Enmiendas Substantielles para los ejercicios 2019, 2020, 2022 y 2023 transferirán los fondos de proyectos CDBG disponibles para agregar fondos a un proyecto o varios proyectos en curso. Los detalles del proyecto actual se proporcionan en las modificaciones.

El Plan de Participación Ciudadana (CPP) de la Ciudad de Asbury Park requiere un período de comentarios públicos de 30 días sobre las Enmiendas Substantielles. El período de comentarios comenzará el 18 de diciembre de 2024 y continuará hasta el 17 de enero de 2025.

Las Enmiendas Substantielles estarán disponibles en el sitio web de la Ciudad en www.cityofasburypark.com. Los comentarios deben enviarse por correo electrónico a: Cassandra.Dickenson@cityofasburypark.com o fax: 732-775-1463, antes del 17 de enero de 2025 a las 4:30 p.m.

Los comentarios por escrito pueden presentarse de la siguiente manera:
A la atención de: Cassandra Dickenson, Directora del Programa de Subvenciones en Bloque para el Desarrollo Comunitario
1 Plaza Municipal, Asbury Park, NJ 07712

John Moor, Mayor
Amy Quinn, Deputy Mayor
Lillian L. Nazario, City Manager
John Hayes, Deputy Mayor
Cassandra Dickenson, Director of Community Development Block Grant Program
COUNCIL
Yvonne Clayton
Ellen Chabnan
Angela Abbas-Anderson
(973.28)

Ad Preview

CITY OF ASBURY PARK

NOTICE OF PUBLIC COMMENT PERIOD

Substantial Amendments to the FY-2024 Annual Action Plan for HUD Programs administered by the City of Asbury Park's Department of Community Development (CDBG)

The office of Community Development Block Grant Program is proposing to amend its FY-2024 Annual Action Plan. The FY-2024 Substantial Amendment will transfer available CDBG project balances (totaling \$41,739) to add funding to a current and/or new project (s). The details of the current projects are provided in the amendments.

The City of Asbury Park's Citizen Participation Plan (CPP) requires a 30-day public comment period on Substantial Amendments. The comment period will start on April 1st 2025 and continue through and include May 1st 2025.

The Substantial Amendments will be available on the City's website at www.cityofasburypark.com. Comments should be submitted by email to: Cassandra.dickerson@cityofasburypark.com or fax: 732-775-1483, by May 1st 2025 by 4:30pm.

Written comments may be submitted as follows:

Attn: Cassandra Dickerson, Director of Community & Cultural Affairs/Community Development Block Grant Program Administrator, 1 Municipal Plaza, Asbury Park, NJ 07712

John Moor, Mayor

Amy Quinn, Deputy Mayor

John Hayes, Acting, City Manager

Cassandra Dickerson, Director of Community & Cultural

Affairs/Community Development Block Grant Program Administrator

COUNCIL

Yvonne Clayton

Eileen Chapman

Angela Ahbez-Anderson

El Plan de Participación Ciudadana (CPP) de la Ciudad de Asbury Park requiere un período de comentarios públicos de 30 días sobre las Enmiendas Sustanciales. El período de comentarios comenzará el 1 de abril de 2025 y continuará hasta el 1 de mayo de 2025.

Las Enmiendas Sustanciales estarán disponibles en el sitio web de la Ciudad en www.cityofasburypark.com. Los comentarios deben enviarse por correo electrónico a: Cassandra.dickerson@cityofasburypark.com o fax: 732-775-1483, antes del 1 de mayo de 2025 a las 4:30 p.m.

Le plan de participation citoyenne (CPP) de la ville d'Asbury Park exige une période de commentaires publics de 30 jours sur les modifications substantielles. La période de commentaires commencera le 1er avril 2025 et se poursuivra jusqu'au 1er mai 2025 inclus.

Les modifications substantielles seront disponibles sur le site Web de la Ville à l'adresse www.cityofasburypark.com. Les commentaires doivent être soumis par courriel à l'adresse suivante : Cassandra.dickerson@cityofasburypark.com ou par télécopieur : 732-775-1483, au plus tard le 1er mai 2025 à 16h30 (\$56.72)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-237

North Eats Food Trucks Renewing Resolution (2025-2027) with continued conditions for operation. Must be renewed every two years.



RESOLUTION NO. 2025-237

**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 A TWO-
YEAR EXTENSION IN ACCORDANCE WITH RESOLUTION NO. 2022-226, , AS
AMENDED BY RESOLUTION NO. 2023-235 AND RESOLUTION 2024-199 WITH
REGARD TO THE OPERATION OF THE NORTH EATS FOOD TRUCK COURT
WITHIN THE GREEN ACRES PARCEL LOCATED UPON THE PROPERTY
DESIGNATED AS BLOCK 4502, LOT 1.25 ON THE TAX MAPS OF THE CITY OF
ASBURY PARK**

WHEREAS, Asbury Partners LLC, the designated Master Developer of the Waterfront Redeveloper Area, is the owner of Tax Block 4502, Lot 1.25 (the “Property” or the “Green Acres Parcel”) in the City of Asbury Park (the “City”), which property is located within the Waterfront Redevelopment Area Zone; and

WHEREAS, in 2015, Asbury Partners LLC or an affiliate thereof sought approvals from the City for the operation of a food truck court upon the Property; and

WHEREAS, on April 8, 2015, the Mayor and City Council, acting in the capacity as the Redevelopment Entity, adopted Resolution No. 2015-151 which granted conceptual approval, subject to certain conditions, for the operation of a food truck court within the Green Acres Parcel (the “Food Truck Court”) for a term of six (6) years (i.e. 2015 - 2021) and referred the matter to the Planning Board of the City of Asbury Park (the “Planning Board”) for appropriate review and related approvals; and

WHEREAS, on June 1, 2015 the Planning Board adopted a resolution approving a sign variance and a preliminary and final site plan application for the temporary use of the Property as a Food Truck Court, subject to various conditions; and

WHEREAS, on February 25, 2016, the City Council adopted Resolution No. 2016-121 approving an 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 per week basis; and

WHEREAS, on June 23, 2021, the Mayor and City Council adopted Resolution No. 2021-331 confirming that the six (6) year term associated with the approvals previously granted for the Food Truck Court was intended to include the summer season of 2021 and establishing a

termination date for the approvals for the operation of the Food Truck Court of September 7, 2021; and

WHEREAS, on May 12, 2022, the City Council adopted Resolution No. 2022-226 granting conceptual approval for an extension and slight modification of the approvals previously granted by the City Council and Planning Board for the operation of the Food Truck Court in order for the Food Truck Court to include six (6) food trucks, picnic tables, string lights, recreation space, an area for trash storage, and signage, subject to certain conditions, and referring the matter to the Planning Board for the appropriate review and related approvals (the “2022 City Council Resolution”); and

WHEREAS, on June 6, 2022, the Planning Board adopted a Resolution entitled “Resolution Approving Continuation of Sign Variance and Preliminary and Final Site Plan Application of Asbury Partners 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” (the “2022 Planning Board Resolution”); and

WHEREAS, the 2022 Planning Board Resolution adopted, fully incorporated and was subject to all of the conditions set forth in the 2022 City Council Resolution; and

WHEREAS, on April 27, 2023, Asbury Partners LLC (the “Applicant”) submitted a letter application to the City regarding the continued operation of the Food Truck Court for the 2023 summer season (i.e. from the Friday immediately preceding Memorial Day through Labor Day) (the “Period of Operation”) and requesting that, (i) certain of the conditions in the 2022 City Council Resolution be vacated (condition No. 6) or modified (condition Nos. 3 and 15) due to the hardships associated with compliance and (ii) the matter be referred to the Planning Board for an amendment of the approvals set forth in the 2022 Planning Board Resolution; and

WHEREAS, the Mayor and City Council, acting as the City’s Redevelopment Entity, confirmed its prior determinations regarding the Project as set forth in the 2022 City Council Resolution but based upon the Applicant’s requests and explanations therefor, the Mayor and City Council strongly recommended that the Planning Board consider the following: (a) modify condition No. 3 of the 2022 City Council Resolution such that the hours of operation for the Food Truck Court would be Friday through Sunday, 10 a.m. to 9 p.m., from the Friday immediately preceding Memorial Day through June 30th and 10:00 a.m. to 9 p.m., 7-days per week from July 1st through Labor Day, except for during inclement weather (“Hours of Operation”); (b) further modify condition No. 3 of the 2022 City Council Resolution such that “any trucks upon the Property” during such Hours of Operation would not be required to be open and operating, provided however, that at least two (2) food trucks would be required to be open and operating during the Hours of Operation, as required by Condition No. 5; (c) vacate condition No. 6 of the 2022 City Council Resolution such that the food trucks would be permitted to park upon the Property overnight; (d) modify condition No. 15 of the 2022 City Council Resolution such that a representative of the Applicant would not be required to be physically located on the Property at all times between 4pm - 9pm every day, provided however, that the Applicant would be required to conduct frequent site checks of the Property during the Hours of Operation, with all such site checks being documented and with said documentation being provided to the City’s Director of

Planning and Redevelopment on at least a weekly basis, on each Monday during the Period of Operation, as otherwise required by condition No. 15; (e) confirm all other conditions not specifically referenced would remain effective (collectively, with the modifications set forth in (a) through (d), the “Modified Conditions”); and finally, (f) make any amendment of the 2022 Planning Board Resolution effective retroactively to the weekend immediately preceding Memorial Day such that the Modified Conditions would be deemed to be applicable to the entirety of the Period of Operation of the Food Truck Court; and

WHEREAS, on May 10, 2023, the City Council adopted Resolution No. 2023-235 amending Resolution No. 2022-226 to incorporate the above-referenced provisions (a) through (f) (collectively, “City Council Recommendations”) and referring the matter to the Planning Board for review and amended approvals (the “2023 City Council Resolution”); and

WHEREAS, on July 17, 2023, the Planning Board adopted a Resolution amending and continuing preliminary and final site plan application and requiring the Applicant to comply with, *inter alia*, the City Council Recommendations, including condition No. 1 (i.e. 2 year extension requests subject to approval by City Council) (the “2023 Planning Board Resolution”); and

WHEREAS, on March 18, 2024, the Applicant submitted an application to the City to extend the approval for operation of the Food Truck Court, as set forth in the 2022 City Council Resolution, as amended by the 2023 City Council Resolution; and

WHEREAS, on April 10, 2024, the City Council adopted Resolution No. 2024-199 granting approval for the operation of the Food Truck Court as set forth in the 2022 City Council Resolution, as amended by the 2023 City Council Resolution through May 2025; and

WHEREAS, on May 7, 2025, the Applicant requested that the City to extend the approval for operation of the Food Truck Court, as set forth in the 2024 City Council Resolution, for an additional two (2) years, through May 2027.

WHEREAS, all Resolutions referenced herein are incorporated into the record.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein by reference.

Section 2. Extension of Approval Granted in Prior City Council Resolutions.
The approval for the operation of the Food Truck Court set forth in Resolution No. 2023-235 adopted on May 10, 2023, amending Resolution No. 2022-226, and Resolution No. 2024-199, adopted by the Mayor and City Council of the City of Asbury Park on April 10, 2024, is hereby extended by two (2) years, through May 2027.

Section 3. This Resolution shall take effect immediately.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-237 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 14, 2025
RESOLUTION SUMMARY

2025-238

Appointment to Housing Authority: Sheila Brazile for an unexpired term to Expire: 4/30/2028



RESOLUTION NO. 2025-238

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

RESOLUTION AUTHORIZING AN APPOINTMENT TO THE HOUSING AUTHORITY

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

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

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

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

Appointee

Sheila Brazile

Term

5/14/2025 - 4/30/2028

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-238 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

CERTIFIED BY ME THIS 15th DAY OF May, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-10**

2025 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 2025 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 \$505,653.67. 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 2025 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 \$1,769,787.85. And the CY 2025 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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2025-10 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-11**

CAPITAL ORDINANCE PROVIDING FOR THE COOKMAN AVENUE AND BOND STREET INTERSECTION IMPROVEMENTS AND APPROPRIATING \$640,000 THEREFOR, AUTHORIZED IN AND BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, the City Council of the City of Asbury Park, in the County of Monmouth, New Jersey (the “City”) has determined to provide for improvements for the Cookman Avenue and Bond Street intersection; and

WHEREAS, the City has available \$184,000 in the City’s Transportation Capital Surplus; and

WHEREAS, the City expects to receive \$456,000 in grant funds from the New Jersey Department of Transportation’s (“NJ DOT”) FY2024 Safe Streets to Transit Program to partially fund said project.

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The improvements described in Section 2 of this ordinance are hereby authorized as general improvements to be undertaken in and by the City. For the improvements or purposes described in Section 2, there is hereby appropriated \$640,000, said sum being inclusive of \$184,000 from the City’s Transportation Capital Surplus and \$456,000 grant funds expected to be received from NJ DOT for improvements for the Cookman Avenue and Bond Street intersection.

Section 2. The improvements hereby authorized to be undertaken consist of improvements for the Cookman Avenue and Bond Street intersection, such improvements include, but are not limited to, installation of a traffic signal, roadway bump-outs, pavement milling and resurfacing, curbs, sidewalk, and ADA improvements, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the City Clerk, as finally approved by the governing body of the City.

Section 3. The 2025 capital budget of the City will conform to the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 4. An aggregate amount not exceeding \$90,000 for engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

Section 5. Any grant or similar moneys from time to time received by the City for the improvements or purposes described in Section 2 hereof, shall be applied to direct payment of the cost of the improvements within the appropriation herein authorized.

Section 6. The City Attorney and other City officials and representatives are hereby authorized to do all things necessary to accomplish the purposes of the appropriation made herein.

Section 7. This ordinance shall take effect as provided by law.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2025-11 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2025-12**

**BOND ORDINANCE PROVIDING FOR VARIOUS SEWER
SYSTEM REPAIRS, APPROPRIATING \$5,000,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$5,000,000 BONDS AND NOTES TO FINANCE A PORTION
OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE
CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, NEW JERSEY**

BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as Water/Sewer Utility improvements to be undertaken in and by the City of Asbury Park, in the County of Monmouth, New Jersey (the "City"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$5,000,000, said sum being inclusive of all appropriations heretofore made therefor. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance authorizes obligations solely for purposes which are self-liquidating and deductible from the gross debt of the City as set forth in N.J.S.A. 40A:2-7h.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$5,000,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized to be undertaken consist of various repairs to sewer system, including, but not limited to, repairs for collapsed sewer mains, blocked sewer lines, manhole failures, infiltration/inflow surges and mechanical failure of sewer plant equipment, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the City Chief Financial Officer, as finally approved by the governing body of the City.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$5,000,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$5,000,000, which is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the City, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the City may lawfully undertake as Water/Sewer Utility improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is forty (40) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the City as defined in the Local Bond Law is not increased by the authorization of the \$5,000,000 bonds and notes provided in this bond ordinance because the purposes authorized herein are self-liquidating and are deductible from the City's gross debt in accordance with N.J.S.A. 40A:2-44c and the obligations authorized herein will be within all debt limitations prescribed by said Law.

(d) An aggregate amount not exceeding \$300,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the City are used to finance, on an interim basis, costs of said improvements or purposes, the City reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

(f) This bond ordinance authorizes obligations of the City solely for purposes described in subparagraph (h) of §40A:2-7 of the Local Bond Law, and the obligations authorized herein are to be issued for purposes which are self-liquidating within the meaning and limitation of N.J.S.A. 40A:2-45 of said Law and are deductible from the gross debt of the City pursuant to N.J.S.A. 40A:2-44c and N.J.S.A. 40A:2-47(a) of said Law.

Section 6. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the City for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and, unless paid from other sources, the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

DATED: May 14, 2025

**ANTHONY CUCCI,
Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2025

**JOHN MOOR,
Mayor of the City of Asbury Park**



**Asbury Park, New Jersey
ORDINANCE NO. 2025-13**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER 2, ENTITLED 'ADMINISTRATION' AND
ESTABLISHING THE POSITION OF DIRECTOR OF POLICE AND PRESCRIBING
THE DUTIES OF SAID POSITION**

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

Section 1. Section 2-8 of the City Code is hereby amended to delete the current Section 28 and to replace it with the following:

§ 2-8. POLICE DEPARTMENT.

§ 2-8.1. Establishment.

A. Pursuant to N.J.S.A. 40A:14-118, there is hereby created a Police Department within the City of Asbury Park, which shall consist of a uniformed force as hereinafter set forth. The head the Police Department shall be the Director of Police. If there is no appointed Director of Police, the City Manager shall serve as Director of Police without additional compensation. The Police Director shall be deemed the "appropriate authority" in accordance with the terms of N.J.S.A. 14-118 and shall be responsible for the proper and efficient conduct of the Police Department. He/she shall supervise and direct the work of the Police Department and shall provide such technical and other assistance necessary to all other departments for their proper functioning. Subject to the supervision and direction of the Manager, the Police Director shall administer the work of the Police Department through such divisions and bureaus as are authorized by the code or other ordinance.

B. The Director of Police shall be responsible for the proper and efficient conduct of the Department and the supervision of its activities. The Director of Police shall be the Executive Officer of the Police Department, shall be directly responsible for the efficient and routine day-to-day operations of the Department. The Police Director shall be charged with the duties of supervising the Department in all areas and aspects as shall impact upon policy and the good order and discipline of the Department. The Police Director shall adopt rules and regulations for the Department and shall establish policies for the daily operation of the Department and the discipline of its members. Any reference to the "Chief of Police" in this

Code shall be deemed to mean the Director of Police, except to the extent that the reference involves duty that may only be assigned to a law enforcement officer, then in that event it shall be the “Officer in Charge” as provided for below.

C. Administrative, non-law enforcement functions assigned to the "Law Enforcement Executive" under the Attorney General Internal Affairs Policy and Procedures (IAPP) shall be assigned to the Director of Police. These duties shall be consistent with the authority permitted to be vested in the Police Director pursuant to N.J.S.A. 40A:14-118 and shall include, but not be limited to:

(1) Administer and enforce the rules and regulations of the Police Department and any special emergency directive, for the disposition and discipline of the Department and its members and officers;

(2) Have, exercise and discharge the functions, powers and duties of the Police Department;

(3) Prescribe the duties and assignments of all members and officers;

(4) Assign an Officer in Charge (OIC) and delegate such authority as may be deemed necessary for the efficient operation of the Police Department to be exercised under the officer in charge's direction and control; and

(5) Report at least monthly to the Manager in such form and at such times as shall be prescribed by the Manager regarding the operation of the Police Department during the preceding month and make such other reports as may be requested by the Manager.

(6) Submit an annual report to the Mayor and Council, on or before January 15th of each year.

(7) The Director of Police is a civilian position and not a law enforcement position. The Director shall not have the authority provided to a law enforcement officer under state law.

§ 2-8.2. Members; Responsibilities.

The Police Department shall not exceed more than the following:

- a. Deputy Police Chief; Number of Positions - One (1)
- b. Captain; Number of Positions - Four (4)
- c. Lieutenants; Number of Positions - Six (6)
- d. Sergeants; Number of Positions - Fifteen (15)

e. Police Officers; Number of Positions - Seventy (70)

The officer in charge (“OIC”) designated by the Director of Police, shall be the highest-ranking law enforcement officer of the Police Department and shall be subject to such rules, regulations and directives as may be prescribed by the Director of Police. In the event that the OIC is absent from his/her office, the Director of Police shall designate an acting OIC. As the highest-ranking sworn law enforcement officer of the Police Department, the OIC shall perform all law enforcement functions assigned to the “Law Enforcement Executive” under the IAPP.

In addition, civilian employees including but not limited to laborers, telephone operators, clerks, computer personnel, telecommunications officers, Special Law Enforcement Officer II (SLEO), school traffic guards, and other special police officers may be hired subject to the recommendation of the Director of Police.

The establishment of a Table of Organization for the City of Asbury Park Police Department shall not be deemed to require that all positions be filled, but rather the number of sworn officers in each rank and/or position shall not exceed those set forth in this subsection unless the Table of Organization is amended by the City Council of the City of Asbury and such positions are subject to available funding of such positions by the adoption of a budget and salary ordinance by the City Council of the City of Asbury Park. Any municipal salary ordinance, as amended, and appointment of persons in accordance with this Table of Organization shall be consistent with the foregoing and shall serve to fill the positions allowed pursuant to this section.

§ 2-8.3. Duties of the Police Department.

The Police Department shall preserve the public peace, protect life and property, detect, arrest and prosecute offenders of the laws of the State of New Jersey and the ordinances of the City of Asbury Park; direct and control traffic; provide attendance and protection during emergencies; provide appearances in court; cooperate with other law enforcement agencies; provide training for the efficiency of its members and officers; and perform all other duties as required or authorized by law.

§ 2-8.4. Appropriate Authority.

The Director of Police, or his/her designee, is hereby designated as the Appropriate Authority pursuant to N.J.S.A. 40A:14-118. The Director shall be responsible for the overall performance of the Police Department. The Director shall adopt and promulgate such rules and regulations as necessary for the government of the Police Department and for the discipline of its members. As the “Appropriate Authority,” the Director shall be responsible for the Police Department’s efficiency and day-to-day operation, including discipline of its members.

§ 2-8.6. Divisions.

The Police Department shall consist of the following divisions and such other divisions and/or units as may be designated by the Director of Police:

- a. Patrol Division. The Patrol Division shall be headed by a superior officer chosen by

the Director of Police and shall consist of such officers and patrol persons as assigned by the Director to carry out the duties assigned to the Division. The School Crossing Guards and Meter Enforcement Officers shall be part of the Patrol Division. This Division will be responsible for the conduct and operation of the main Police desk and such other duties as determined by the Director.

b. Administrative Service Division. The Administrative Services Division shall be headed by a superior officer chosen by the Director of Police, and shall consist of such officers and patrol persons as assigned by the Director of Police to carry out the duties assigned to the Division, which duties shall be determined by the Director of Police.

c. Investigation Division. The Investigation Division shall be headed by a superior officer chosen by the Director of Police, and shall consist of such other detectives and officers as assigned by the Director of Police to carry out the duties assigned to the Division, which duties shall be determined by the Director of Police. The grade of Detective shall be of a temporary nature and shall apply to patrol persons when assigned by the Director of Police to the Investigation Division of the Department. In the absence of a superior officer, detectives shall rank patrol persons in carrying out their duties.

d. Support Services Division. The Support Services Division shall be headed by a superior officer chosen by the Director of Police and shall consist of staff support to perform duties included but not limited to Records, OPRA, Technical Services, etc.

§ 2-8.7. Special Police Officers.

a. Created. Pursuant to the Special Law Enforcement Officer's Act, N.J.S.A. 40A:14-146.8 et seq., the terms and requirements of which are incorporated herein by reference, there is hereby created the position(s) of Special Law Enforcement Officer in and for the City. Special Law Enforcement Officers I and Special Law Enforcement Officers II may be hired and utilized as prescribed by State Statute.

b. The City is hereby designated a "resort municipality."

§ 2-8.8. Appointment and Promotion. Procedure.

a. All appointments to and promotions within the Police Department shall be made by the City Manager, upon recommendation of the Director of Police. Appointments and promotions shall be made according to merit and fairness, which shall be ascertained, as far as practicable, by competitive examinations. All appointments and promotions are to be made in accordance with the rules, regulations and qualifications as prescribed by applicable Civil Service laws.

b. All appointments shall be made in accordance with N.J.S.A. 40A:14-123.1a. Before any person shall be appointed as a member of the Police Department, the City Manager shall classify all of the duly qualified applicants for the position or positions to be filled in the following classes:

- I. Residents of the City of Asbury Park.
- II. Other residents of Monmouth County.
- III. Other residents of the State of New Jersey.
- IV. All other qualified applicants.

The classes of qualified applicants defined above shall be considered as separate and successive lists of eligible applicants, in order referenced above.

Veterans discharged from the service within 6 months prior to making application who fulfill the requirements of N.J.S.A. 40A:14-123.1 and meet the residency requirements shall be placed in Class II.

c. Temporary Appointments. In making temporary or "provisional" appointments, the City Manager shall classify accordingly all duly qualified applicants for the position or positions to be temporarily filled and follow all requirements prescribed by applicable Civil Service Laws.

§ 2-8.9. Dismissal.

No person shall be dismissed from office or employment in the Police Department in any manner or by any means other than those prescribed by the applicable Civil Service Laws.

§ 2-8.10. Police Chaplain.

The position of Police Chaplain ("Chaplain") is established.

The position shall be a volunteer position, subject to the control of the Director of Police. The person appointed as Chaplain shall be an ordained clergyman in good standing in the religious body from which he/she is selected. The Chaplain shall have basic training and shall be a certified Police Chaplain credentialed in accordance with the rules and regulations of the City of Asbury Park Police Department. There shall not be more than eleven (11) Chaplains appointed in the City. The duties of Chaplain shall include but not be limited to assisting the Asbury Park Police Department in death notifications, station house adjustments and any other duties that may be assigned by the Director of Police. Any person appointed as Chaplain shall serve in that capacity without rank or salary. A person appointed as Chaplain shall continue to serve until he/she is replaced, reappointed, or submits a resignation. The Director of Police may recommend to the City Council persons that he/she believes meet the qualifications of N.J.S.A. 40A:14-141 as well as the rules and regulations of the Asbury Park Police Department with reference to Chaplains, if any. The City Council shall appoint one or more persons as Chaplain(s) in accordance with the terms set forth herein.

Section 2. All other provisions of Chapter 2 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

Section 3. All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 4. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2025-13 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-9**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER 5, ENTITLED “BEACH, BOARDWALK AND
BEACHFRONT REGULATIONS” TO PROHIBIT MOTORIZED VEHICLES ON THE
BOARDWALK**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter 5, entitled “Beach, Boardwalk and Beachfront Regulations” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the City now desires to create a new Section 5-4.24 to be entitled “Motorized Vehicles Prohibited” and to re-number existing Section 5-4.24 entitled “Enforcement”; and

WHEREAS, the provisions to be revised are more specifically identified below.

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

Section 1. § 5-4.24 of the City Code is hereby amended to create a new § 5-4.24 to read as follows:

§ 5-4.24 Motorized Vehicles Prohibited

- a. The operation of motorized vehicles, including motorcycles, mopeds, motorized bicycles, motorized scooters, motorized skateboards or any other motorized form of transportation, shall be prohibited on the boardwalk at all times.
- b. Motorized wheelchairs, scooters, tricycles or any other motorized form of transportation that is devised for use, and used by, a disabled person shall be exempt from this prohibition. Also exempt are any motorized vehicle used for trash or recycling pickup or as authorized by law enforcement.
- c. Penalties. The penalty for violation of this section shall, upon conviction, be one hundred fifty dollars (\$150) for each offense.

Section 2. The existing § 5-4.24 of the City Code, entitled “Enforcement,” shall be re-numbered as § 5-4.25.

Section 3. All other provisions of Chapter 5 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

Section 4. All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 5. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 6. This Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2025-9 which was finally adopted by the City Council at a meeting held on the 14th day of May, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 14, 2025
REGULAR MEETING

Executive Session - 2:15 p.m.

2025-213 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson stated, I just wanted to say that I hope all of you lovely ladies had a wonderful Mother's Day. And I wanted to thank council woman Yvonne Clayton and also Ms. Cassandra Dickerson, they had the city sponsored a Mother's Day tea, and if you didn't attend you missed out on something really fantastic and council woman Clayton said they're going to have another one, and our deputy mayor was also there. We had such a wonderful time, so we are looking forward to having tea and little cakes and macarons all next year and I hope to see all of you there.

Council member Chapman had no matters at this time.

Council member Clayton stated, this Saturday the 17th is the last day that the Quality of life and the department of DPW are sponsoring dumpsters. It's going to be located on Bond Street between Sunset and 5th and the hours are 10:00AM to 4 so here's your opportunity if you're uncluttering. So, if you're uncluttering, getting rid of stuff, doing spring cleaning, here is your opportunity, please come out and use it.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

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

The following members of the public spoke: Gabriella Cucinotta, Mary Valino, Frank Cucinotta, Ben Hall, Gloria Peretti, made a comment about the 6th Avenue Redevelopment plan.

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

MINUTES

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

1. Municipal Council- Executive Meeting April 23, 2025 4:00 PM
2. Municipal Council - Regular Meeting - Apr 23, 2025 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2025-214 Resolution Amending Temporary Budget Appropriations for 2025 Budget
- 2025-215 Resolution Amending Resolution 2024-300 Approving 2024-2025 Alcoholic Beverage Control License For TBD, Inc. - D/B/A Taka In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects
- 2025-216 Resolution Rescinding Resolution 2024-187 for the renewal of Liquor License 1303-33-009-007 Asbury Music Company, Inc for the 2022-2023 Liquor License Renewal
- 2025-217 Resolution to Adjust Sewer Charges on Various Accounts
- 2025-218 Authorizing The Issuance Of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1
- 2025-219 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

- 2025-220 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

- 2025-221 Resolution Authorizing the Purchase of Janitorial Supplies for the Beach Department

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

- 2025-222 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

RESULT:	ADOPTED [4 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn

2025-223 Resolution Authorizing Emergency Heat Repairs Needed at the Senior Center

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

2025-224 Resolution Authorizing Payment for an Emergency Bypass Rental Needed at Deal Lake

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

2025-225 Resolution Authorizing Payment for Emergency Sewer Repairs Needed at Deal Lake

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

2025-226 Resolution Authorizing the Emergency Influent Pump Repairs Needed at the Wastewater Treatment Plant

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

2025-227 Resolution Authorizing Payment for Emergency Influent Pump Repairs Needed at the Wastewater Treatment Plant

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

2025-228 Resolution Authorizing the Purchase of a New Fire Department Vehicle and Related Equipment Needed

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

2025-229 Resolution Authorizing the Annual Renewal of Veritone Redact Application Software for the Police Department

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

2025-230 Resolution Authorizing the Annual Renewal of Theramanger/ProsperityEHR Software for Social Services

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

2025-231 Resolution Amending the Contract with Shore Point Architecture for Services at the New Fire Department Headquarters

RESULT:	DEFEATED [2 TO 3]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton
NAYS:	Eileen Chapman, Amy Quinn, John Moor

2025-232 Resolution Awarding of a Contract to Millennium Communications Group for Security Upgrades at the Wastewater Treatment Plant

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

2025-233 Resolution Authorizing T&M Associates the Oversight, Grant Management and General Coordination Services of the Madison Asbury Retail, LLC (MAR) Paramount Theater Restoration Project

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

2025-234 Resolution Authorizing Construction Phase Inspection Services to T&M Associates for the Transportation Alternatives Program, Main Street (SR-71) Streetscape Improvements Project

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

2025-235 Resolution Authorizing Construction Phase Inspection Services to T&M Associates for the Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue and Bond Street

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

2025-236 Resolution Authorizing a Substantial Amendment to the City's Community Development Block Grant Annual Action Plans for Fiscal Year's 2019, 2020, 2022, 2023 and 2024 for the HUD Activities Administered by the City of Asbury Park's Department of Community Development Block Grant Program

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

2025-237 Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Waterfront Redevelopment Entity, Granting A Two-Year Extension In Accordance With Resolution No. 2022-226, , As Amended By Resolution No. 2023-235 And Resolution 2024-199 With Regard To The Operation Of The North Eats Food Truck Court Within The Green Acres Parcel Located Upon The Property Designated As Block 4502, Lot 1.25 On The Tax Maps Of The City Of Asbury Park

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

2025-238 Resolution Authorizing An Appointment to the Housing Authority

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

ORDINANCES

Introduction

2025-10 2025 Cap Rate Ordinance

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/28/2025 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-11 Capital Ordinance Providing For The Cookman Avenue And Bond Street Intersection Improvements And Appropriating \$640,000 Therefor, Authorized In And By The City Of Asbury Park, In The County Of Monmouth, New Jersey

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/28/2025 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-12 BOND ORDINANCE PROVIDING FOR VARIOUS SEWER SYSTEM REPAIRS, APPROPRIATING \$5,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/28/2025 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-13 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 2, Entitled 'Administration' And Establishing The Position Of Director Of Police And Prescribing The Duties Of Said Position

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/28/2025 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

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

A motion to open 2025- to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor.

No members of the public spoke.

A motion to close 2025- to the public was made by Mayor Moor and seconded by Council member Chapman . All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:36 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 6:36 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk