



Agenda
Meeting of the Municipal Council
Wednesday, May 22, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. Proclamation Presented to Moms Demand Action for Gun Sense in America Recognizing 2019 National Gun Violence Awareness Day
- B. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- C. Special Event Applications
- D. Review of Agenda Items for May 22, 2019 Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, May 22, 2019
REGULAR MEETING 7:00 PM

I. Executive Session - 5:00 p.m.

2019-181 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to the Waterfront Redevelopment Agreement

B. Attorney-Client Privilege

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

III. Regular Meeting - 7:00 p.m.

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Minutes of May 8, 2019 4:00 PM
- Municipal Council - Work Session - May 8, 2019 6:00 PM
- Municipal Council - Regular Meeting - May 8, 2019 7:00 PM

G. 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.

- 2019-182 Resolution Approving Special Event Applications
- 2019-183 Authorizing Appointments to the “Asbury Park TV Committee”
- 2019-184 Resolution to Credit Sewer Account 806-16 4 Avenue A
- 2019-185 Authorizing the Tax Collector to Prepare and Deliver Estimated 2019-3RD Quarter Tax Bills
- 2019-186 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - School Resource Officer
- 2019-187 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1114 Fourth Avenue)
- 2019-188 Resolution Authorizing the Submission of a U.S. Department of Justice, COPS Office STOP School Violence Program – 2019 School Violence Prevention Program (SVPP) Application

H. Individual Resolutions

- 2019-189 Resolution Approving Payment of Bills
- 2019-190 Resolution Authorizing the Reappointment of Michael Capabianco as Municipal Manager and Authorizing the Execution of an Employment Agreement Relating Thereto
- 2019-191 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation and Training Modules
- 2019-192 Authorizing Clarke Caton Hintz to perform various actions from the Master Plan
- 2019-193 Resolution Awarding a Contract for Improvements to Deal Lake Drive
- 2019-194 Resolution Authorizing the Purchase of Various IT Equipment
- 2019-195 Resolution Authorizing the Purchase of SUV for Code Enforcement
- 2019-196 Resolution Authorizing the Extension for Emergency Medical Services Billing
- 2019-197 Authorizing an Agreement with ParkMobile for a Mobile Parking Application
- 2019-198 Resolution Authorizing the City of Asbury Park to Grant a Revocable License for Encroachment Over a Certain Portion of the Right-of-Way Area (Air Space) Adjacent to the Premises Located at 1112 and 1114 Main Street (Block 2805, Lots 18 & 9), and to Execute a License Agreement Associated Therewith

I. Ordinances

1. Introduction

- 2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)
- 2019-23 An Ordinance Amending and Supplementing Chapter XX, Entitled “Environmental Regulations,” in Order to Add a New Section 20-3 Thereof, to be Known as “Plastic Bags,” of the “Code of the City of Asbury Park, New Jersey.”

J. Adjournment

**RESOLUTION NO. 2019-181****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 22, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Amendments to the Waterfront Redevelopment Agreement

B. 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.

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 8, 2019
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco had no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applications for this evening's meeting.

Items to be presented by Director of Planning Michele Alonso:

1. Requested easement for metal canopy over R-O-W by RBAR AP, LLC for Block 2805 Lots 18 & 19 1112-1114 Main Street

Director of Planning Michele Alonso reviewed the request for an easement for a metal canopy for 1112-1114 Main Street with the City Council.

Review of Agenda Items for May 8, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda with the Mayor and City Council.

Matters from City Manager

1. Community Solar Initiative

City Manager Capabianco discussed the community solar initiative with the Mayor and City Council.

Matters from City Council

Council Member Chapman stated that on May 21 the Asbury Park Complete Streets Coalition will be hosting AP Rides. They will meet at Springwood Avenue Park at 6:30 p.m. On Sunday,

May 19 the Sunset Lake Commission will be hosting Spring on Sunset from 3 p.m. to 5 p.m. at 601 Sunset Avenue.

Council Member Clayton congratulated those who organized Asbury Park Live! There will be a teen town hall meeting hosted by Congressman Pallone on May 11 in New Brunswick at the YMCA. All high school students are invited. This Saturday is the next expungement session at 11 a.m. at St. Stephens Church.

Council Member Kendle stated that the Asbury Park day camp program's registration is now open. This Saturday the Recreation Committee is hosting a Family Fun BBQ for autistic children from 1 p.m. to 3 p.m.

Deputy Mayor Quinn stated that this year is the third year for Haitian Heritage Month. Beach passes are on sale through the app or through the beach office. She thanked Office Casey and all City Hall staff for the school children tours.

Mayor Moor stated that the Carousel Awards hosted by the Asbury Park Chamber of Commerce is being held Friday night.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, May 8, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-166 Resolution Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the meeting to the public. All were in favor.

The following members of the public spoke: Ernest Mignoli, Tom Gilmore, Pam Lamberton, Marty Martino, Jerry Maurer, Maureen Nevins, Diane Nepitet, Werner Baumgartner, John Morris, Bill Davis, Rog Young, Tracey Rogers, Felicia Simmons

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the meeting to the public. All were in favor.

MINUTES

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

1. Executive Minutes of Apr 24, 2019 5:00 PM
2. Municipal Council - Work Session - Apr 24, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Apr 24, 2019 7:00 PM **Accepted**

ADOPTION OF THE 2019 MUNICIPAL BUDGET

2019-146 Adoption of the 2019 Municipal Budget

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

CONSENT AGENDA RESOLUTIONS

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

2019-167 Resolution Approving Special Event Applications

2019-168 Adopting the Monmouth County Home Consortium FY 2019 Annual Action Plan for Housing and Community Development Programs

2019-169 Authorizing Appointments to the Public Art Commission

The Mayor and Council wishes to appoint Mary Eileen Fouratt with a term expiring December 31, 2019

INDIVIDUAL RESOLUTIONS

2019-170 Resolution Approving Payment of Bills

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

2019-171 Resolution Approving Change Order #3 for Bridge and Heck Street Improvements

Minutes Acceptance: Minutes of May 8, 2019 7:00 PM (Minutes)

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

2019-172 Awarding a Professional Services Contract for Energy Consulting Services

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

2019-173 Resolution Authorizing the Fabrication and Installation of a Carbon Steel Scum Beach on Gravity Thickener

RESULT:	ADOPTED [4 TO 0]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Jesse Kendle

2019-174 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways

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

2019-175 Resolution Authorizing the Outfitting of the New Fire Department Pickup Truck

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

2019-176 Resolution Awarding a contract to Monmouth County for road repaving

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

2019-177 Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Pilot Valet Parking Service

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

2019-178 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

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

2019-179 Resolution Adopting the Personnel Policy for 2019

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

2019-180 Resolution Requesting Deal Lake Commission Record Public Meetings

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

ORDINANCES

Introduction

2019-20 An Ordinance Amending and Supplementing Chapter XX, Entitled “Environmental Regulations,” in Order to Add a New Section 20-3 Thereof, to be Known as “Plastic Bags,” of the “Code Of The City Of Asbury Park, New Jersey.”

RESULT: INTRODUCED [4 TO 0]
Next: 6/12/2019 7:00 PM
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
ABSTAIN: Yvonne Clayton

2019-21 2019-21 Authorizing The City of Asbury Park To Convey An Easement over a Certain Portion of The Public Right-Of-Way Area Adjacent to The Property Located at 301 Eighth Avenue (Block 4301, Lot 6, F/K/A Block 218, Lot 1)

RESULT: DEFEATED [0 TO 5]
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Yvonne Clayton, Councilmember
NAYS: Chapman, Clayton, Kendle, Quinn, Moor

2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)

RESULT:	TABLED [UNANIMOUS]
	Next: 5/22/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2019-15 Bond Ordinance Providing for Various North End Beach Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”); Appropriating \$19,000,000 Therefor (Including a New Jersey Green Acres Program Grant/Loan) and Authorizing the Issuance of \$19,000,000 Bonds or Notes of the City to Finance Part of the Costs Thereof

Motion made by Council Member Chapman and seconded by Deputy Mayor Quinn to open the ordinance to the public. All were in favor.

The following members of the public spoke: Werner Baumgartner, Maureen Nevin, Felicia Simmons.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

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

2019-16 An Ordinance Amending and Supplementing Article 13-1300, Entitled “Short-Term Rentals,” as Contained within Part 2, “Rental Property,” of Chapter XIII, “Property Improvement and Neighborhood Preservation – Property Maintenance Code,” of the “Code of the City of Asbury Park, New Jersey.”

Motion made by Council Member Chapman and seconded by Council Member Clayton to open the ordinance to the public. All were in favor.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

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

2019-17 An Ordinance Amending and Supplementing Section 10-2, Currently Entitled “Hotel Room Occupancy Tax,” of Chapter X, “Finance and Taxation,” of the “Code of the City of Asbury Park, New Jersey.”

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to open the ordinance to the public. All were in favor.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

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

2019-18 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to open the ordinance to the public. All were in favor.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to close the ordinance to the public. All were in favor.

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

2019-19 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-13 (Which Provides for Various Improvements to Deal Lake Drive) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 28, 2018, to Increase the Appropriation by \$300,000 and to Increase the Authorization of Bonds or Notes by \$300,000

Motion made by Council Member Chapman and seconded by Deputy mayor Quinn to open the ordinance to the public. All were in favor.

The following members of the public spoke: Werner Baumgartner, Maureen Nevin.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:05 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of May 8, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-182

**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 22, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Praise in the Park Victory Celebration
2. Pulse Night Club Remembrance
3. VNACJ Community Day 2019
4. Memorial Day Service
5. Brown/Vaitovas Wedding 9/7

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-182 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Praise in The Park Victory Celebration

DATE(S): June 2, 2019 Rain Date: _____
HOURS OF EVENT: From 2:00 P To: 5:00 P

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Quiana Dees Foundation

Address: 3 Borden Ave, Apt 12, Asbury Park, NJ

Contact: Penny Dees Phone: 908-720-5706

Fax: _____ Email: pennydees920@gmail.com

Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: For 26 yrs we've been marching for Justice for Quiana Dees, we finally obtained victory w. the accused killer brought to justice. This will be a Celebration March & Event bringing the community together for closure.

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

OVER

Attachment: cm522 (2019-182 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: UNKADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: we are hoping & praying for volunteers & in kind donations to help with the above.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Electrical Power for PA Equipment, volunteers for security, traffic control for March from Middle School to the park.

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

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

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

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

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

Penny Dees
Signature of Applicant

3/4/19
Date

Penny Dees
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm522 (2019-182 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Pulse Night Club (Remembrance)

DATE(S): June 12 Rain Date: _____
HOURS OF EVENT: From 7 To: 8

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Library Park

Name of Applicant/Organization: Amy Quinn, Vice-Chair Shade Tree Commission
Address: 1 Municipal Plaza

Contact: SAA Phone: (201) 259-7108

Fax: _____ Email: _____

Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

A brief walk through memorial Grove in remembrance of the Orlando Night Club shooting

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

OVER

Attachment: cm522 (2019-182 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 35-40ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: N/ADESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: N/ANOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

[Signature]
Signature of ApplicantMay 9, 2019
Date_____
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm522 (2019-182 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: UNACJ Community Day 2019

DATE(S): 6-13-2019 Rain Date: _____

HOURS OF EVENT: From 8 To: 3

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

1301 Main St. Asbury Park, NJ 07712

Name of Applicant/Organization: UNACJ. Community Health Center

Address: 1301 Main St. Asbury Park NJ 07712

Contact: Digna Diaz Phone: 732-776-3914

Fax: _____ Email: Digna.diaz@unacj.org

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 22-3321236

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The UNACJ will be hosting an event focusing on patient education, transportation to mammograms, and music.

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

OVER

Attachment: cm522 (2019-182 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: The vac's cllc will have

a security guard that will be present during the event. Clean up of trash & disposal will be taken care of by cllc maintenance.

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

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

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

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

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

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

Diana Diaz
Signature of Applicant

Date _____

Diana Diaz
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm522 (2019-182 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 9/7/19 Ceremony start time: 6 pm

Setup time: 4 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Mona Brown + George Vaitovas

Address: 200 Ocean Ave City, State, Zip Code Asbury Park, NJ 07712

Day Phone: 732-774-1155 Evening Phone: _____

E-mail Address: valerantis@mcloones.com

Other Pertinent Information

Number in wedding party: None

Number of people attending wedding ceremony 160

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50-75

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Attachment: cm522 (2019-182 : Special Event Applications)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Victoria Redans

Signature of Applicant

4/1/19

Date

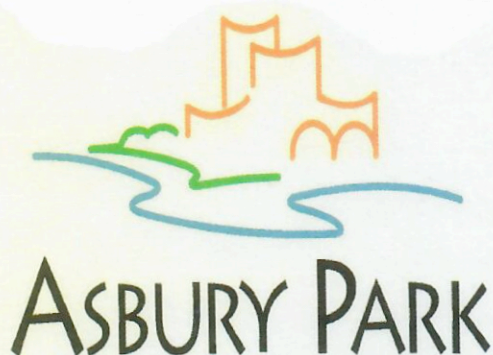
For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm522 (2019-182 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Memorial Day Service

DATE(S): 5/27/19 Rain Date: n/a
HOURS OF EVENT: From 10am To: 11am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Veterans Park

Name of Applicant/Organization: Harold Daley VFW Post 1333

Address: C/O AP Chamber of Commerce PO Box 649 Asbury Park, NJ 07712

Contact: Sylvia Phone: 732-720-9742

Fax: _____ Email: _____

Non-Profit? Yes X No _____ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

The members of the VFW would like to offer Memorial Day services for the community. There will be a flag ceremony, speeches and Honor Guard. The set up includes chairs, podium and a portable audio speaker. They need approximately 2 hours prior to the event to prepare, and one hour to remove the chairs. There is no reception to follow, so refuse should be minimal at best.

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

Attachment: memorial day service (2019-182 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No x _____ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 40ADMISSION CHARGE? YES _____ NO x _____ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO x _____ IF YES, HOW MUCH _____

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

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

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

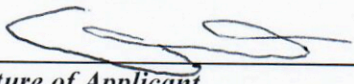
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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


Signature of Applicant

5-17-19
Date

Sylvia Sylvia
Print Name of Applicant

Attachment: memorial day service (2019-182 : Special Event Applications)



RESOLUTION NO. 2019-183

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

AUTHORIZING APPOINTMENTS TO THE “ASBURY PARK TV COMMITTEE”

WHEREAS, pursuant to Section 2-58 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Asbury Park TV Committee (the “Committee”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED that the following individuals are hereby appointed to serve on the Asbury Park TV Committee for the term referenced:

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

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

Appointee

Michelle Gladden

Term to Expire

12/31/2020

2. That a certified copy of this Resolution shall be provided to each member appointed and Michael N. Capabianco, City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-183 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-184

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

RESOLUTION TO CREDIT SEWER ACCOUNT 806-16 4 AVENUE A

WHEREAS: The Tax Collector was notified by Mr. Peter Daniele, owner of the property located at 4 Avenue A, Block 806 Lot 16 that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account# 10507002-0; and

WHEREAS, it was made certain that New Jersey American Water Company billed for 35,000 gallons. By the way of evidence supplied by State Plumbing LLC there was a leak that occurred in the crawlspace of the premise. The City of Asbury Park uploaded and billed for 61,000 gallons for February 2019 (due on the 2nd quarter) at a rate of \$333.15 (including \$80.00 quarterly demand charge); and

WHEREAS, it has been determined by the City of Asbury Park Tax & Sewer Department that the reading of 35,000 should be used for billing due to the aforementioned facts; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10507002-0 for the 2019 2nd quarter sewer billing in the amount of \$107.90 (for 26,000 gallons) and adjust said account to reflect the new total in the amount of \$225.25 which includes the \$80.00 quarterly demand charge and 35,000 gallons of consumption.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-184 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-185

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

AUTHORIZING THE TAX COLLECTOR TO PREPARE AND DELIVER ESTIMATED 2019-3RD QUARTER TAX BILLS

WHEREAS, notwithstanding any provisions of the law, rules or regulations to the contrary, whenever a municipal governing body determines that the tax collector will be unable to complete the mailing or delivery of the final tax billing; and

WHEREAS, the municipal budget has not been adopted at this time, the city may by resolution of the governing body choose to send 3rd quarter estimated tax bills; and

WHEREAS, pursuant to N.J.S.A. 54:4-67 this 3rd quarter estimated bill shall be due 25 days from the date it was mailed; and

WHEREAS, any payment received after the 25th day shall be considered delinquent and subject to interest calculated from the statutory due date of August 1st to the date of payment, which is in accordance with New Jersey state statutes.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park to authorize the tax collector to prepare and deliver the 2019-3rd quarter estimated bills, if necessary.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-185 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-186

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2019 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - SCHOOL RESOURCE OFFICER

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of \$311,667.00. Which is now available from the Asbury Park Board of Education.

BE IT FURTHER RESOLVED, that a like sum of \$311,667.00 Is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

School Resource Officer - \$311,667.00

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2019-186 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-187

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

RESOLUTION APPROVING AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (1114 FOURTH AVENUE)

WHEREAS, request for estimates for Regional Contribution Agreement (“RCA”) project located at 1114 Fourth Avenue were received by the City Clerk on April 29, 2019; and

WHEREAS, the results of those estimates are as follows:

CONTRACTOR	ESTIMATE
Anpe Corp.	\$20,920
Taylor Brothers	\$22,605
M&J Renovation	\$23,400
Staff Estimate	\$19,787

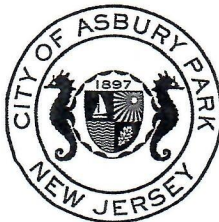
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park as follows:

1. The contract for the RCA project located at 1114 Fourth Avenue be awarded to Anpe Corp. for an amount not to exceed \$20,920, in accordance with the selection of the property owner Scott Lennox, subject of Certification of Funds from the Finance Officer. Available sufficient uncommitted appropriations in Account T-38-56-850-850-802. The maximum dollar value of the pending contract is as set forth in the resolution.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-187 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



MEMO

TO: Cindy Dye, City Clerk

FROM: Carrie Jeannot

RE: Review / Award of RCA Funding

DATE: May 7, 2019

This notice serves to announce the results and selection by the homeowner and make publicly known the awarding of RCA funding.

The following estimate was received for the RCA Project located at 1114 Fourth Avenue – Scott Lennox – Owner Occupied – 1 Unit

Contractor	Estimate
Anpe Corp	\$20,920
Taylor Brothers	\$22,605
M & J Renovation	\$23,400
Staff Estimate	\$19,787

The owner has selected Anpe Corp at a cost of \$20,920.

cj

Attachments

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

CITY OF ASBURY PARK
HOUSING REHABILITATION PROGRAM
BID RESULTS FORM

OWNER: Scott Lennox DUE DATE: April 29, 2019
 ADDRESS: 1114 Fourth Avenue DATE OPENED: _____
Asbury Park, NJ 07712 STAFF ESTIMATE: \$19,787
\$16,818.95-\$22,755

PROGRAM BIDS ARE FOR: REGIONAL CONTRIBUTION AGREEMENT PROGRAM

THE FOLLOWING ARE THE BID RESULTS FOR THE ABOVE PROPERTY:

CONTRACTOR	BID AMOUNT
1. <u>M+S Renovation</u>	<u>23,400</u>
2. <u>Taylor Bros</u>	<u>22,605</u>
3. <u>Anpe Corp.</u>	<u>20,920</u>
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

Reasonableness of cost criteria: HAS _____ HAS NOT _____ been met by one or more bidders.

OWNER SELECTION AND ACKNOWLEDGMENT

Based on the above Bid Results, I hereby acknowledge my selection of:

Anpe Corp. at a cost of: \$20,920
 for the work on my property at the above address. I understand that I may select any bidder listed, but that if my choice is other than the lowest bidder, I will provide the difference in cost between the lowest bid and that selected.

I further acknowledge that if the selected bid amount exceeds the amount of funding available through the City's designated program for which I am eligible, I am responsible for paying any costs which exceed that eligible amount.

If low bidder is not selected, give reason:

OWNER: SA Lennox
Scott Lennox

DATE 5/6/19

OWNER: Sara May

DATE 5/6/19

NOTE: _____

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

CONTRACTOR MUST BID ON THESE FORMS

BID AND PROPOSAL

Owner: Scott Lennox & Sara Mugavero Property Address 1114 Fourth Avenue,
Asbury Park

Telephone (347) 461-2728

In response to a request from the property owner named above, the enclosed Bid and Proposal is hereby submitted.

The work involved will be carried out according to the work write-up and specifications, general conditions and the NJ Uniform Construction Code.

All labor and materials for the items listed is the enclosed work write-up will be furnished for the sum of \$ 23,400

Work on this property will begin within days _____ of the receipt of a written notice to proceed, and will be completed within _____ days.

I hereby certify that I have liability and Workmen's Compensation Insurance as follows: (Please attach Certificate of Insurance).

Liability \$ _____ Policy# _____ SS# _____
 Carrier _____ Fed. I.D. # _____

Workmen's Compensation Policy # _____

This proposal is submitted for consideration by the owner, and shall be valid for a period of 60 days.

Signed by: _____

Date: 4/28/19

For: M & J Renovation
 Name of Company

Title: Owner - Contractor
1907 Strand Road Ave
New June NJ 07753
 Company Address

732-620-1443
 Company Telephone # and Fax #

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

REGIONAL CONTRIBUTION AGREEMENT WORK WRITE UP

HOMEOWNER'S NAME	Scott Lennox	PROPERTY ADDRESS	1114 Fourth Avenue, Asbury Park
CONTRACTOR'S NAME		ADDRESS	
PREPARED BY	Steve LoSacco	DATE	March 27, 2019

#	WORK TO BE PERFORMED	BID PRICE
	NOTE TO CONTRACTOR: A copy of the Work Write Up is to be given to the Construction Code Official so he can properly determine which items require permits. All permits are to be drawn prior to the commencement of work. The contractor shall comply with all state, county and municipal codes and/or other laws in effect at the time of the award of the contract and applicable to such work and shall (WITHOUT EXCEPTION) obtain at his own expense such permits, certificates and licenses as may be required in the performance of the work specified. The contractor should make arrangements for inspections required for permits, etc. All work to follow Lead Safe work practices as required by the State. Per Inspector, give square foot prices on all items where applicable.	
	REPLACEMENT WINDOWS	
1.	Remove 17 existing storm windows and window sashes. Install vinyl replacement double hung windows in existing opening. Insulate and caulk interior and exterior.	6,800
	BATHROOM RENOVATION	
2.	Remove existing fixtures (vanity, sink, toilet, tub and shower body) and discard.	600
3.	Remove existing flooring.	400
4.	Remove wall and ceiling coverings.	450
5.	Replace any damaged plumbing pipes if discovered.	650
6.	Install new subfloor and repair any structural damage.	900
7.	Install new mold resistant drywall (Insulate exterior walls where required).	400
8.	Install new light fixture.	350
9.	Install new plumbing fixtures (vanity, sink, faucets, two-piece toilet).	1500
10.	Install new recessed medicine cabinet.	450

23,400

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

WORK TO BE PERFORMED	BID PRICE
11. Install new tub, shower body.	800
12. Install ceramic tile floor and new base molding (Daletile or equal @ \$2.00 sf).	800
13. Install ceramic wall tile 4 feet high and full height in shower.	1700
14. Install toothbrush holder and soap dish holders (vanity and tub).	150
15. Prime and paint walls.	270
16. Reinstall existing shower curtain rod.	100
17. Install new door trim casings.	280
Consult owner on style/color choices of all fixtures and wall/floor finishes.	(10,330)
KITCHEN	
18. Remove and replace 12 linear feet of 25" laminated countertop and 4" backsplash. Field measured and shop-build by fabricators and installed on the job by carpenters.	3000
19. Install new kitchen sink and faucet (new water supply lines and PVC trap).	500
20. Remove 154 square feet of existing vinyl tile and water damaged substrate. Install 3/4 T&G plywood substrate to prepare for tile.	2000
21. Install 154 square feet of Porcelain tile kitchen floor (minimum floor tiles allowance, Daletile or equal @ \$2.00 per square feet.	700
DEBRIS REMOVAL	
22. Remove all debris by truck.	600

Lennox, Scott-Word

23,400

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

CONTRACTOR MUST BID ON THESE FORMS

BID AND PROPOSAL

Owner: Scott Lennox & Sara Mugavero **Property Address** 1114 Fourth Avenue,
Asbury Park

Telephone (347) 461-2728

In response to a request from the property owner named above, the enclosed Bid and Proposal is hereby submitted.

The work involved will be carried out according to the work write-up and specifications, general conditions and the NJ Uniform Construction Code.

All labor and materials for the items listed is the enclosed work write-up will be furnished for the sum of \$ 20 920.00

Work on this property will begin within days 30 of the receipt of a written notice to proceed, and will be completed within 60 days.

I hereby certify that I have liability and Workmen's Compensation Insurance as follows: (Please attach Certificate of Insurance).

Liability \$ 2000000 Policy# WPP158970001 SS# _____
Carrier Amtwest North America Inc. Fed. I.D. # 22-3813577

Workmen's Compensation Policy # WWC 3328266

This proposal is submitted for consideration by the owner, and shall be valid for a period of 60 days.

Signed by: _____

Date: 4-26-19

For: _____

ANPE CORP
Name of Company

Title: _____

President

25 Sandra Ln

Wayne, NJ 07470

Company Address

973-340-4420 & 973-340-4421

Company Telephone # and Fax #

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

REGIONAL CONTRIBUTION AGREEMENT WORK WRITE UP

HOMEOWNER'S NAME	Scott Lennox	PROPERTY ADDRESS	1114 Fourth Avenue, Asbury Park
CONTRACTOR'S NAME		ADDRESS	
PREPARED BY	Steve LoSacco	DATE	March 27, 2019

#	WORK TO BE PERFORMED	BID PRICE
	NOTE TO CONTRACTOR: A copy of the Work Write Up is to be given to the Construction Code Official so he can properly determine which items require permits. All permits are to be drawn prior to the commencement of work. The contractor shall comply with all state, county and municipal codes and/or other laws in effect at the time of the award of the contract and applicable to such work and shall (WITHOUT EXCEPTION) obtain at his own expense such permits, certificates and licenses as may be required in the performance of the work specified. The contractor should make arrangements for inspections required for permits, etc. All work to follow Lead Safe work practices as required by the State. Per Inspector, give square foot prices on all items where applicable.	
	REPLACEMENT WINDOWS	
1.	Remove 17 existing storm windows and window sashes. Install vinyl replacement double hung windows in existing opening. Insulate and caulk interior and exterior.	6800.00
	BATHROOM RENOVATION	
2.	Remove existing fixtures (vanity, sink, toilet, tub and shower body) and discard.	200.00
3.	Remove existing flooring.	200.00
4.	Remove wall and ceiling coverings.	800.00
5.	Replace any damaged plumbing pipes if discovered.	500.00
6.	Install new subfloor and repair any structural damage.	600.00
7.	Install new mold resistant drywall (Insulate exterior walls where required).	1100.00
8.	Install new light fixture.	300.00
9.	Install new plumbing fixtures (vanity, sink, faucets, two-piece toilet).	1000.00
10.	Install new recessed medicine cabinet.	300.00

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

#	WORK TO BE PERFORMED	BID PRICE
11.	Install new tub, shower body.	1100.00
12.	Install ceramic tile floor and new base molding (Daletile or equal @ \$2.00 sf).	800.00
13.	Install ceramic wall tile 4 feet high and full height in shower.	1400.00
14.	Install toothbrush holder and soap dish holders (vanity and tub).	100.00
15.	Prime and paint walls.	450.00
16.	Reinstall existing shower curtain rod.	50.00
17.	Install new door trim casings.	300.00
	Consult owner on style/color choices of all fixtures and wall/floor finishes.	9.200
	KITCHEN	
18.	Remove and replace 12 linear feet of 25" laminated countertop and 4" backsplash. Field measured and shop-build by fabricators and installed on the job by carpenters.	1100.00
19.	Install new kitchen sink and faucet (new water supply lines and PVC trap).	800.00
20.	Remove 154 square feet of existing vinyl tile and water damaged substrate. Install ¾ T&G plywood substrate to prepare for tile.	680.00
21.	Install 154 square feet of Porcelain tile kitchen floor (minimum floor tiles allowance, Daletile or equal @ \$2.00 per square feet.	1540.00
	DEBIS REMOVAL	
22.	Remove all debris by truck.	800.00

Lennox, Scott-Word

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

CONTRACTOR MUST BID ON THESE FORMS

BID AND PROPOSAL

Owner: Scott Lennox & Sara Mugavero **Property Address** 1114 Fourth Avenue,
Asbury Park

Telephone (347) 461-2728

In response to a request from the property owner named above, the enclosed Bid and Proposal is hereby submitted.

The work involved will be carried out according to the work write-up and specifications, general conditions and the NJ Uniform Construction Code. *LAPE*

All labor and materials for the items listed is the enclosed work write-up will be furnished for the sum of \$ 22,605. *22,665*

Work on this property will begin within days 60 of the receipt of a written notice to proceed, and will be completed within 60 days.

I hereby certify that I have liability and Workmen's Compensation Insurance as follows: (Please attach Certificate of Insurance).

Liability \$ 500,000 Policy# UDC-2363076 CGL-18 SS#
Carrier HISCOX Ins CO Fed. I.D. # 22 3812399

Workmen's Compensation Policy # TAR NJ 98773-00

This proposal is submitted for consideration by the owner, and shall be valid for a period of 60 days.

Signed by: *Jerry Taylor*

Date: 4/29/19

For: Taylor Bros Contracting

Name of Company

Title: owner

Company Address

707 4th Ave, ASBURY PARK NJ 07712

732-897-1117

Company Telephone # and Fax #

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

REGIONAL CONTRIBUTION AGREEMENT WORK WRITE UP

HOMEOWNER'S NAME	Scott Lennox	PROPERTY ADDRESS	1114 Fourth Avenue, Asbury Park
CONTRACTOR'S NAME		ADDRESS	
PREPARED BY	Steve LoSacco	DATE	March 27, 2019

#

WORK TO BE PERFORMED

BID PRICE

NOTE TO CONTRACTOR: A copy of the Work Write Up is to be given to the Construction Code Official so he can properly determine which items require permits. All permits are to be drawn prior to the commencement of work. The contractor shall comply with all state, county and municipal codes and/or other laws in effect at the time of the award of the contract and applicable to such work and shall (WITHOUT EXCEPTION) obtain at his own expense such permits, certificates and licenses as may be required in the performance of the work specified. The contractor should make arrangements for inspections required for permits, etc.

All work to follow Lead Safe work practices as required by the State. Per Inspector, give square foot prices on all items where applicable.

REPLACEMENT WINDOWS

1. Remove 17 existing storm windows and window sashes. Install vinyl replacement double hung windows in existing opening. Insulate and caulk interior and exterior. *17 @ 425.00*

7225.

BATHROOM RENOVATION

2. Remove existing fixtures (vanity, sink, toilet, tub and shower body) and discard. *1000*
3. Remove existing flooring. *500*
4. Remove wall and ceiling coverings. *1000*
5. Replace any damaged plumbing pipes if discovered. *675*
6. Install new subfloor and repair any structural damage. *750*
7. Install new mold resistant drywall (Insulate exterior walls where required). *975*
8. Install new light fixture. *375*
9. Install new plumbing fixtures (vanity, sink, faucets, two-piece toilet). *850*
10. Install new recessed medicine cabinet. *250*

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)

#	WORK TO BE PERFORMED	BID PRIC
11.	Install new tub, shower body.	875.
12.	Install ceramic tile floor and new base molding (Daletile or equal @ \$2.00 sf).	575.
13.	Install ceramic wall tile 4 feet high and full height in shower.	780.
14.	Install toothbrush holder and soap dish holders (vanity and tub).	175.
15.	Prime and paint walls.	175.
16.	Reinstall existing shower curtain rod.	125.
17.	Install new door trim casings.	190
	Consult owner on style/color choices of all fixtures and wall/floor finishes.	9,240.
	KITCHEN	
18.	Remove and replace 12 linear feet of 25" laminated countertop and 4" backsplash. Field measured and shop-build by fabricators and installed on the job by carpenters.	1575
19.	Install new kitchen sink and faucet (new water supply lines and PVC trap).	475
20.	Remove 154 square feet of existing vinyl tile and water damaged substrate. Install ¾ T&G plywood substrate to prepare for tile.	1275.
21.	Install 154 square feet of Porcelain tile kitchen floor (minimum floor tiles allowance, Daletile or equal @ \$2.00 per square feet.	1875.
	DEBIS REMOVAL	1000.
22.	Remove all debris by truck.	22,605.

Lennox, Scott-Word

Attachment: RCA 1114 Fourth Ave (2019-187 : RCA - 1114 Fourth Avenue)



RESOLUTION NO. 2019-188

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

RESOLUTION AUTHORIZING THE SUBMISSION OF A U.S. DEPARTMENT OF JUSTICE, COPS OFFICE STOP SCHOOL VIOLENCE PROGRAM – 2019 SCHOOL VIOLENCE PREVENTION PROGRAM (SVPP) APPLICATION

WHEREAS, the U.S. Department of Justice, COPS Office Stop School Violence Program is making grant funding available to local law enforcement agencies through its 2019 School Violence Prevention Program (SVPP); and

WHEREAS, this program will provide grant funding for projects that will utilize evidence-based school safety programs to improve security at schools and on school grounds; and

WHEREAS, the City of Asbury Park wishes to apply for funding through this program to secure funding for the purchase of one hybrid mobile security trailers on behalf of the Asbury Park Police Department; and

WHEREAS, the total cost of completing said project is \$49,900.00 based upon a professional quote received from an outside vendor; and

WHEREAS, all applicants are required to provide a 25% cash match towards projects that funding is being sought for.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park hereby authorize the submission of said application.

BE IT FURTHER RESOLVED, that upon the receipt of a grant award, the City will supply the necessary 25% cash match for the completion of said project.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-188 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-189

**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 \$364,590.37

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>364,590.37</u>
TOTAL VOUCHERS	\$ <u>364,590.37</u>

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-189 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK

May 16, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

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P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
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: Planning Department
Extd: Planning Department

8-01-21-179-000-201	Planning Dept. General Plant					
CLACAN	CLARKE CATON HINTZ PC	19-01386	Services thru Aug & Nov 2019	4,643.98	0.00	
	Extd Total: Planning Department			4,643.98		
	Department Total: Planning Department			4,643.98		
	CAFR Total:			4,643.98		

Department: POLICE DEPARTMENT
Extd: POLICE DEPARTMENT

8-01-25-240-000-201	POLICE General Plant					
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	18-04075	#E350 Lettering for trailer	0.40	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	19-00065	(7) Analysis (1) Applicant	360.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	19-00068	(10) Applicant Analysis	450.00	0.00	
				810.40		

8-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	19-01454	Animal Control December 2018	4,700.00	0.00	
	Extd Total: POLICE DEPARTMENT			5,510.40		
	Department Total: POLICE DEPARTMENT			5,510.40		

Department: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
DEFEME	DEFENDER EMERGENCY PRODUCTS	18-03963	Modifications to Truck 8385	5,992.88	0.00	
	Extd Total: FIRE DEPARTMENT			5,992.88		
	Department Total: FIRE DEPARTMENT			5,992.88		
	CAFR Total:			11,503.28		
	Fund Total: CURRENT			16,147.26		
	Year Total:			16,147.26		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

9-01-20-100-000-201	ADMINISTRATION General Plant					
LIFSTO	LIFE STORAGE #448	19-01060	storage unit 3/2019 - 12/2019	2,055.39	0.00	
GEECHA	GEESE CHASERS, LLC	19-01165	2ND QTR 2019 CLEARNG AND	1,079.00	0.00	B
OTTGRO	Otteau Group Inc.	19-01360	Resolution 2019-66 Appraisal	3,237.30	0.00	B
JAYVNE	JAY NEWCOMB	19-01391	D.J. services for Easter	250.00	0.00	

Attachment: Bill List May 22, 2019 (2019-189 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-100-000-201	ADMINISTRATION General Plant		Continued			
SHIINT SHI INTERNATIONAL CORP	19-01411 Q#16980562 - GoverLAN Renewal			138.60	0.00	
FRADEL FRANK'S DELI RESTAURANT	19-01497 Easter lunch			268.75	0.00	
ATLLC AT&T MOBILITY LLC	19-01562 #287284651437 3/12 - 4/11/19			52.85	0.00	
VERIZON VERIZON WIRELESS	19-01599 #485430396-00001 3/26 - 4/25			103.21	0.00	
THECOA THE NEW COASTER, LLC	19-01603 Ad for Easter 2019			330.00	0.00	
				<u>7,515.10</u>		
9-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP MUNICIPAL CAPITAL CORPORATION	19-01595 #16024:PMT. 43 OF 60			415.22	0.00	
9-01-20-100-000-217	ADMINISTRATION Ads&Promotion					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	19-01487 AD LAND USE PLANNER/ZONING			115.00	0.00	
	Extd Total: ADMINISTRATION			8,045.32		
	Department Total: ADMINISTRATION			8,045.32		
Department: HUMAN RESOURCES						
Extd: HUMAN RESOURCES						
9-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS LAW OFFICE OF STEVEN S.	19-01550 services for January 2019			6,000.00	0.00	
LAWOFFS LAW OFFICE OF STEVEN S.	19-01551 Services for April 2019			6,000.00	0.00	
				<u>12,000.00</u>		
	Extd Total: HUMAN RESOURCES			12,000.00		
	Department Total: HUMAN RESOURCES			12,000.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.	19-01251 Business Cards			90.00	0.00	
WBMASON W.B.MASON CO., INC.	19-01405 Office Supplies			99.25	0.00	
				<u>189.25</u>		
9-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	19-01559 Order #3526706			174.64	0.00	
THECOA THE NEW COASTER, LLC	19-01579 Invoice #53367			32.01	0.00	
				<u>206.65</u>		
9-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC	19-01556 Invoice #112513 MAY 2019			706.20	0.00	
	Extd Total: MUNICIPAL CLERK			1,102.10		
	Department Total: MUNICIPAL CLERK			1,102.10		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
CRAPRI CRAFTMASTER PRINTING, INC.	19-01522 ESTIMATE #10814 ENVELOPES			47.50	0.00	

Attachment: Bill List May 22, 2019 (2019-189 : Payment of Bills)

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-130-000-201	FINANCE General Plant		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	<u>389.23</u>	0.00	
				436.73		
9-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01522	ESTIMATE #10814 ENVELOPES	250.80	0.00	
9-01-20-130-000-204	FINANCE Outside Services					
NWFIN	NW FINANCIAL GROUP, LLC	19-01394	Invoice 24944 Financail Servs.	1,020.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			1,707.53		
	Department Total: FINANCIAL ADMINISTRATION			1,707.53		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
SHIINT	SHI INTERNATIONAL CORP	19-01411	Q#16980562 - GoverLAN Renewal	138.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-01558	Q#17083323 - Computer Hardware	<u>42.00</u>	0.00	
				180.00		
	Extd Total: COMPUTERIZED DATA PROCESSING			180.00		
	Department Total: COMPUTERIZED DATA PROCESSING			180.00		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01189	Encelopes #10 windows blk ink	399.00	0.00	
9-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	236.52	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			635.52		
	Department Total: TAX REVENUE ADMINISTRATION			635.52		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
9-01-20-150-000-202	TAX ASSESSOR Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01402	DeIre Business Cards	47.50	0.00	
9-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	19-01430	Haushalter Legal Defense-2018	3,919.00	0.00	
	Extd Total: TAX ASSESSOR			3,966.50		
	Department Total: TAX ASSESSOR			3,966.50		

Attachment: Bill List May 22, 2019 (2019-189 : Payment of Bills)

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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						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	42.14	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			42.14		
	Department Total: DIRECTOR OF COMMUNICATIONS			42.14		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
9-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	19-01388	SERVICES RENDERED THRU MAR-19	2,030.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-01392	Services for March 2019	9,736.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-01395	Invoice 437099 red. agency	1,067.50	0.00	
PIROZ005	PIRO ZINNA CIFELLI PARIS &	19-01626	McKeon vs. AP Hearing Officer	765.00	0.00	
				13,598.50		
	Extd Total: LEGAL SERVICES			13,598.50		
	Department Total: LEGAL SERVICES			13,598.50		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
9-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
JERACC	JERSEY ACCESS GROUP	19-01019	2019 Membership Dues	200.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			200.00		
	Department Total: CABLE TV ADVISORY COMMITTEE			200.00		
	CAFR Total:			41,477.61		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
SUSJER	SUSTAINABLE JERSEY	19-01420	Registr-2019 Sustain Summit	35.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	200.97	0.00	
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	79.13	0.00	
				315.10		
	Extd Total: Planning Department			315.10		
	Department Total: Planning Department			315.10		
	CAFR Total:			315.10		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-01529	ACCOUNT #190657 MARCH & APRIL	72.41	0.00	
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	480.40	0.00	
JUNLAS	JUNGLE LASERS, LLC	19-01627	CE application 4/1-4/30-19	475.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-22-195-000-299	CODE ENFORCE Misc.		Continued			
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-01628	water and cooler	48.44	0.00	
				<u>1,076.25</u>		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,076.25		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,076.25		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
WBMASON	W.B.MASON CO., INC.	19-00964	SUPPLIES	1,268.01	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	582.97	0.00	
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	395.60	0.00	
				<u>2,246.58</u>		
	Extd Total: CONSTRUCTION CODE OFFICIAL			2,246.58		
	Department Total: CONSTRUCTION CODE OFFICIAL			2,246.58		
	CAFR Total:			3,322.83		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
THEHAR	THE HARDWARE STORE	19-01381	#1305728 (2) Hvy duty tow	75.98	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-01382	#2019-2020 Pest Control Servic	1,200.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01403	Full Color Business Cards	35.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	202.52	0.00	
				<u>1,513.50</u>		
9-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-01326	Order# S089936795 4TB Desktop	405.23	0.00	
9-01-25-240-000-203	POLICE Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-01177	Blanket Auto Repairs	514.76	0.00	B
SEAFOR	SEA BREEZE FORD INC.	19-01215	#Q000255284 Engine Brackett	51.41	0.00	
MELCOR	AP CARWASH AND OIL CHANGE	19-01602	CAR WASHES MARCH & APRIL 2019	437.00	0.00	
				<u>1,003.17</u>		
9-01-25-240-000-218	POLICE Contract.Serv.					
ATLLC	AT&T MOBILITY LLC	19-01562	#287284651437 3/12 - 4/11/19	1,053.39	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01586	#3466020519 Contract #18726	515.72	0.00	
XERCOR	XEROX CORPORATION	19-01587	#096836360 Meter Usage 3/21 -	161.80	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	299.96	0.00	
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	491.44	0.00	
				<u>1,539.43</u>		
9-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00335	Rapid Response Active Shooter	50.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00391	Rapid Response Active Shooter	25.00	0.00	
LEADI005	L.E.A.D. INC.	19-01613	Lead Instructor Training Kit 8	150.00	0.00	
				<u>225.00</u>		

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	19-01219	April Blanket Meals for	18.45	0.00	
	Extd Total: POLICE DEPARTMENT			4,704.78		
	Department Total: POLICE DEPARTMENT			4,704.78		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
ATLLC	AT&T MOBILITY LLC	19-01562	#287284651437 3/12 - 4/11/19	849.24	0.00	
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-00310	Blanket PO not to exceed	253.41	0.00	B
MELCOR	AP CARWASH AND OIL CHANGE	19-00311	Blanket PO not to exceed	92.00	0.00	B
FIRONE	FIREFIGHTER ONE LIMITED	19-00979	Estimate #: 19166989	464.56	0.00	
FISONS	FIS on Site Service LLC	19-01401	Order #: 62743	300.00	0.00	
				1,109.97		
9-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
GENSAF	GEN-EL SAFETY & IND.PROD.	19-00615	Quote #: 30206	65.55	0.00	
FIRONE	FIREFIGHTER ONE LIMITED	19-01252	Quote: SQ 00218000	294.80	0.00	
				360.35		
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	75.44	0.00	
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	19-00496	Quote #79376 QA Pack Black	471.20	0.00	
VERALP	V.E. RALPH & SON, INC.	19-01279	EMS Suppl-ESCNJ Contr pricing	1,465.54	0.00	
AIRUSA	AIRGAS USA, LLC	19-01340	INV #: 9960614196	40.27	0.00	
				1,977.01		
	Extd Total: FIRE DEPARTMENT			4,372.01		
	Department Total: FIRE DEPARTMENT			4,372.01		
	CAFR Total:			9,076.79		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	19-00082	Electrical Equipment/Tools	64.35	0.00	B
THEHAR	THE HARDWARE STORE	19-00128	Various Tools, Parts, etc	60.13	0.00	B
JOHGUI	JOHN GUIRE CO.	19-01284	Power Head and Sweeper	527.95	0.00	
ALLDIE	ALLIED DIESEL SERVICE, INC.	19-01359	Tubing for jet vac	199.98	0.00	
SUFFREDI	SUFFOLK REDI-MIX	19-01538	#8020B Concrete 4000 & Freight	781.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	211.19	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-01611	#138773 Hot Mixed Asphalt 4/22	80.35	0.00	
				1,924.95		
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHAR	THE HARDWARE STORE	19-00126	Various Tools, Parts, etc	41.82	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-00891	Various Supplies, Parts, etc	111.53	0.00	B

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Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
9-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
MODGRO	MODERN GROUP, LTD.	19-01124	Various Filters & Set of Keys	230.05	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	19-01423	Camera Splitter Box, etc	1,067.82	0.00	
SEAFOR	SEA BREEZE FORD INC.	19-01437	Step Assembly #HC3Z 16450 FA	342.13	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-01534	#40IV008889 HD Commercial, etc	407.90	0.00	
CHEVAL	CERRY VALLEY TRACTOR SALES	19-01537	#60170C Switch #K7711-96130	144.22	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	19-01544	Q# 0179796 AY-Dirt Shoe, RH	582.96	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	19-01581	#892232 Ace & Oxy Cylinders	166.50	0.00	
LAWPRO	LAWSON PRODUCTS, INC.	19-01635	Fender Washer Zinc .060 Thick	174.30	0.00	
				3,269.23		
9-01-26-290-000-211	STREETS & ROAD	Traffic				
THEHAR	THE HARDWARE STORE	19-01298	WD-40, Scraper, Gloves, etc	20.35	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	19-01439	SATCO Clear 130V Traffic Lamp	36.00	0.00	
				56.35		
9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
APPINC	APPLE INC.	19-01450	iphone 7 Plus Screen Repair	169.00	0.00	
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	46.26	0.00	
				122.74		
9-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
GASFAM	GASKOS FAMILY FARM	19-01520	Plants	587.93	0.00	
GASFAM	GASKOS FAMILY FARM	19-01640	#012529 Various Plants, etc	404.55	0.00	
				992.48		
		Extd Total: STREETS & ROADS MAINTENANCE		6,365.75		
		Department Total: STREETS & ROADS MAINTENANCE		6,365.75		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	19-00705	Construction Debris Removal	1,744.86	0.00	B
DELDEM	DELISA DEMOLITION, INC.	19-01370	#158962 Trash Tipping Fees	32,300.48	0.00	
ATLCOAS	ATLANTIC COAST FIBERS, LLC	19-01374	Single Stream - Inbound Charge	6,271.90	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-01539	#159117 Construction Debris	1,807.91	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-01541	#160348 Tipping Fees 4/16-30	32,435.15	0.00	
MICBEN	MICKEY BENOIT, INC	19-01633	Brush, Delivered - April 2019	500.40	0.00	
				75,060.70		
9-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	19-01540	#160171 Monthly Service - May	36,146.67	0.00	
		Extd Total: SOLID WASTE COLLECTION		111,207.37		
		Department Total: SOLID WASTE COLLECTION		111,207.37		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND	General Plant				
MONARCH	MONARCH ELECTRIC COMPANY	19-00084	Electrical Equipment/Tools	138.02	0.00	B

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9-01-26-310-000-201	BUILDING & GND	General Plant	Continued			
DUNSMI DUNPHEY-SMITH COMPANY		19-00994	Fiberglass Tab Collar, etc	146.90	0.00	
				284.92		
9-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
LAGGLA LAGER GLASS COMPANY, INC.		19-00947	Provide Labor and Materials	1,780.00	0.00	
HARSTE HARTFORD STEAM BOILER		19-01055	Certificate of Operation Fee	145.00	0.00	
BELPLU BELMAR PLUMBING & HEATING INC		19-01499	Service Call and Labor	293.22	0.00	
TERPES THE TERMINIX INTERNATIONAL CO		19-01547	#385140554 Pest Control 4/15	125.00	0.00	
EASCOAIR EAST COAST IRRIGATION		19-01607	#24725 Start-Up Lawn Sprinkler	150.00	0.00	
				2,493.22		
	Extd Total:	BUILDINGS & GROUNDS		2,778.14		
	Department Total:	BUILDINGS & GROUNDS		2,778.14		
	CAFR Total:			120,351.26		
Department:	SOCIAL SERVICES:					
Extd:	SOCIAL SERVICES:					
9-01-27-345-000-201	SOCIAL SERVICES	General Plant				
VERIZON VERIZON WIRELESS		19-01599	#485430396-00001 3/26 - 4/25	126.32	0.00	
	Extd Total:	SOCIAL SERVICES:		126.32		
	Department Total:	SOCIAL SERVICES:		126.32		
Department:	SENIOR CENTER					
Extd:	SENIOR CENTER					
9-01-27-350-000-201	SENIOR CENTER	General Plant				
VERIZON VERIZON WIRELESS		19-01599	#485430396-00001 3/26 - 4/25	84.08	0.00	
OPTIMUM OPTIMUM		19-01601	Cable Service 4/15-5/14/19	8.33	0.00	
				92.41		
9-01-27-350-000-203	SENIOR CENTER	Motor Vehicle				
ALLDIE ALLIED DIESEL SERVICE, INC.		19-01315	Bus Brake Parts	646.34	0.00	
9-01-27-350-000-299	SENIOR CENTER	Misc.				
FRASCA FRANTASTIC YOGA		19-01160	Yoga 2nd Quarter Classes	520.00	0.00	
WBMASON W.B.MASON CO., INC.		19-01241	Custom Print Pencils	187.80	0.00	
WBMASON W.B.MASON CO., INC.		19-01397	OfficeSupplies cospypaper,clips	147.88	0.00	
				855.68		
	Extd Total:	SENIOR CENTER		1,594.43		
	Department Total:	SENIOR CENTER		1,594.43		
	CAFR Total:			1,720.75		
Department:	RECREATION SERVICES & PROGRAM					
Extd:	RECREATION SERVICES & PROGRAM					
9-01-28-370-000-299	RECREATION	Misc.				
ADPIMP ADPRO IMPRINTS, INC.		19-01062	INVOICE #31234 SHIRTS FOR GIRL	1,054.86	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		19-01363	summer camp flyers in spanish	90.00	0.00	
ALLPUR ALL PURPOSE RENTALS, INC.		19-01364	family bbq-Kendle	594.54	0.00	

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9-01-28-370-000-299	RECREATION Misc.		Continued			
ALLPUR	ALL PURPOSE RENTALS, INC.	19-01365	balloons family bbq- kendle	191.00	0.00	
INTNEI	INTERFAITH NEIGHBORS, INC.	19-01366	family bbq- kendle	456.99	0.00	
STAPLE	STAPLES BUSINESS ADVANTAGE	19-01369	drinks/chips for rec com bbq	400.25	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	19-01525	games for rec com bbq	262.58	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01552	summer rcreation flyers	360.00	0.00	
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	38.01	0.00	
				<u>3,448.23</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			3,448.23		
	Department Total: RECREATION SERVICES & PROGRAM			3,448.23		
	CAFR Total:			3,448.23		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	19-01563	#100 064 167 420 3/27 - 4/25	3.15	0.00	
NJAMER	N.J. AMERICAN WATER CO.	19-01658	#1018-210026563478 4/3 - 5/2	2,552.74	0.00	
				<u>2,555.89</u>		
	Extd Total: LIGHT, HEAT & POWER			2,555.89		
Extd: STREET&TRAFFIC LIGHTING						
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	19-01563	#100 064 167 420 3/27 - 4/25	1,173.61	0.00	
JCPL	JCPL	19-01620	#200 000 001 293 MASTER ACCT	1,470.56	0.00	
				<u>2,644.17</u>		
	Extd Total: STREET&TRAFFIC LIGHTING			2,644.17		
	Department Total: LIGHTING			5,200.06		
Department: TELEPHONE						
Extd: TELEPHONE						
9-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	19-01594	INVOICE#293656-M MAY 2019	4,322.24	0.00	
VERZON	VERIZON BUSINESS	19-01657	ACCT #152-069-551-0001-78	124.99	0.00	
				<u>4,447.23</u>		
	Extd Total: TELEPHONE			4,447.23		
	Department Total: TELEPHONE			4,447.23		
Department: GASOLINE						
Extd: GASOLINE						
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-01148	Unleaded and Diesel Fuel	10,167.49	0.00	B
	Extd Total: GASOLINE			10,167.49		
	Department Total: GASOLINE			10,167.49		
	CAFR Total:			19,814.78		

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Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	83.31	0.00	
KEPSPR	KEPWELL SPRING WATER	19-01644	cooler rental \$14.00	14.00	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	19-01645	mail machine 5/2/19	145.00	0.00	
CITCOU	CITY OF ASBURY PARK	19-01647	credit card fees april 2019	473.52	0.00	
				<u>715.83</u>		
9-01-43-490-000-202	MUNIC COURT Office Supplies					
MUNREC	MUNICIPAL RECORD SERVICE	19-01167	traffic tickets	757.00	0.00	
IMPTEC	IMPACT TECHNOLOGY SOLUTIONS	19-01460	annual rental video system	1,500.00	0.00	
				<u>2,257.00</u>		
9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	19-01459	interpreter 4/12, 4/26	448.75	0.00	
9-01-43-490-000-246	MUNIC COURT Postage					
CMRSFP	CMRS-FP	19-01646	postage	5,000.00	0.00	
	Extd Total: MUNICIPAL COURT			8,421.58		
	Department Total: MUNICIPAL COURT			8,421.58		
	CAFR Total:			8,421.58		
	Fund Total: CURRENT			207,948.93		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	19-00611	Various Supplies, Tools, etc	120.04	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	19-01089	Bucket 5" Ledgerlok Screws	151.19	0.00	
STASUP	STANDARD SUPPLY CO. INC.	19-01422	Various Guarddog Screws	219.98	0.00	
SHEWIL	SHERWIN WILLIAMS	19-01434	Exterior Acrylic Stain, white	1,200.00	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	19-01546	Beachfront Supplies & Parts	78.73	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	19-01578	#s112920227 BUSS KTK-20 600V	51.85	0.00	
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	81.44	0.00	
THEHAR	THE HARDWARE STORE	19-01648	#1310470 DWV SCH 40 Pipe, etc	291.73	0.00	
				<u>2,194.96</u>		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,194.96		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,194.96		
	CAFR Total:			2,194.96		
	Fund Total: BEACH			2,194.96		
Fund: PARKING UTILITY: BUDGET:						
Department: PARKING UTILITY O/E: OTHER EXPENSES:						
Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
WBMASON	W.B.MASON CO., INC.	19-01308	#S089955898 Supplies	112.64	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant		Continued			
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01412	#10811 Parking ZoneSign Decals	75.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-01413	#5090168620 File Cabinet/Chair	485.31	0.00	
WBMASON	W.B.MASON CO., INC.	19-01431	#5090466140 Parking Offic Safe	87.50	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	135.31	0.00	
OPTIMUM	OPTIMUM	19-01630	#07866-196915-01-3 April 2019	128.05	0.00	
ATMOB	AT&T MOBILITY	19-01631	#287260245452 April 2019	232.44	0.00	
				<u>1,256.25</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			1,256.25		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			1,256.25		
	CAFR Total:			1,256.25		
	Fund Total: PARKING UTILITY: BUDGET:			1,256.25		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	19-00127	Various Tools, Parts, etc	59.91	0.00	B
CENJER	CENTRAL JERSEY SUPPLY COMPANY	19-00138	Various Materials, Tools, etc	1,000.00	0.00	
PILELE	PILOT ELECTRIC COMPANY, INC.	19-01442	2HP WEG 1800 Frame TERC Motor	428.40	0.00	
BURCONT	BURKE CONTRACTING, LLC	19-01512	Emergency Sewer Repair	7,705.00	0.00	
VERIZON	VERIZON WIRELESS	19-01599	#485430396-00001 3/26 - 4/25	60.30	0.00	
				<u>9,253.61</u>		
9-07-55-502-000-203	SEWER UTILITY O/E: Motor Vehicle					
GRAING	GRAINGER, INC.	19-01354	Various Supplies	46.44	0.00	B
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL	JCPL	19-01593	#100 016 434 381 1/26 - 4/25	16,392.51	0.00	
NJAMER	N.J. AMERICAN WATER CO.	19-01658	#1018-210026563478 4/3 - 5/2	5,078.84	0.00	
				<u>21,471.35</u>		
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	19-01542	#15644718 Tank Unit 35 GAL	496.82	0.00	
OPTIMUM	OPTIMUM	19-01545	Account No. 07866-152521-04-4	100.55	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-01595	#16024:PMT. 43 OF 60	75.00	0.00	
ANSWER	ANSERCOMM COMMUNICATIONS	19-01612	#M4541-042919 Answering Svcs	145.25	0.00	
SECWOR	SECURITY WORLD INC.	19-01637	Emergency Service Labor	217.50	0.00	
				<u>1,035.12</u>		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			31,806.52		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			31,806.52		
	CAFR Total:			31,806.52		
	Fund Total: SEWER UTILITY: BUDGET:			31,806.52		
	Year Total:			243,206.66		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-005	Software Planning, Building & Code					
SHIINT	SHI INTERNATIONAL CORP	19-01236	Quote# 16290376 - SQL Server	4,362.34	0.00	

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C-04-55-998-177-011	Administration IT					
SHIINT	SHI INTERNATIONAL CORP	19-01319	Res#2019-238 Meraki Switches	11,277.40	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-01557	Q#17082707 - Clerk Printer	<u>873.11</u>	0.00	
				12,150.51		
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			16,512.85		
	Department Total:			16,512.85		
	CAFR Total:			16,512.85		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			16,512.85		
	Year Total:			16,512.85		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-015-201	Waterfront Redevelopers (Police) - 2015					
LANASO	LANIGAN ASSOCIATES. INC.	19-00779	UNIFORMS AND EQUIPMENT	1,000.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	19-01335	Handcuffs, case, baton	<u>920.00</u>	0.00	
				1,920.00		
G-02-43-871-015-209	MONMOUTH CONSERVATORY - SPRINGWOOD PARK					
SUBCON	SUBURBAN CONSULTING ENGINEERS, 19-01518		Invoice 37492 Shade for SWP	3,962.50	0.00	
	Extd Total:			5,882.50		
G-02-43-871-016-211	Clean Communities 2016					
NJCLEAR	NJ CLEAN COMMUNITIES COUNCIL	19-01576	2019 Clean Communities Seminar	220.00	0.00	
	Extd Total:			220.00		
	Department Total:			6,102.50		
G-02-43-885-017-200	Body Armor Fund - State					
LANASO	LANIGAN ASSOCIATES. INC.	19-00515	Bullet Proof Vest	904.65	0.00	
	Extd Total:			904.65		
	Department Total:			904.65		
G-02-43-886-018-200	2018 Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	18-03517	Medication Assistance clients	15.00	0.00	B
	Extd Total:			15.00		
	Department Total:			15.00		
G-02-43-890-018-200	Redevelopers Contr. Police					
MURARM	MURRAY'S UNIFORMS	19-01016	Class 1 Uniforms	1,580.00	0.00	
	Extd Total:			1,580.00		
	Department Total:			1,580.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-906-018-200	2018 Justice Assistance Grant					
SIGSEA	SIGNS,SEALED & DELIVERED, INC. 18-04075 #E350 Lettering for trailer			837.60	0.00	
	Extd Total:			837.60		
	Department Total:			837.60		
	CAFR Total:			9,439.75		
	Fund Total: GRANT FUND BUDGET:			9,439.75		
	Year Total:			9,439.75		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV. 19-01636 APRIL DOG REPORT 2019			21.60	0.00	
	Extd Total:			21.60		
	Department Total:			21.60		
	CAFR Total:			21.60		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			21.60		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-71-850-850-811	2014 CDBG - ROAD IMPROVEMENTS					
ANTHFRAM	ANTHONY F. RAMONDO & SON, INC. 19-00720 Poligon Unit Installed			20,393.00	0.00	
	Extd Total:			20,393.00		
	Department Total:			20,393.00		
	CAFR Total:			20,393.00		
Extd:	2018 CDBG Allotment					
T-17-75-850-850-001	Administration					
CASDIC	CASSANDRA DICKERSON 19-01524 parking fees for training			20.25	0.00	
T-17-75-850-850-003	Basketball Courts, Road Repair, Sidewalk					
RENTA005	RENT-A-FENCE, INC 19-01065 fencing			2,514.00	0.00	
T-17-75-850-850-008	Homelessness Prevention/Relocation					
JCP	JCP&L 19-01584 100 127 151 163			400.00	0.00	
	Extd Total: 2018 CDBG Allotment			2,934.25		
	Department Total:			2,934.25		
	CAFR Total:			2,934.25		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			23,327.25		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: TRUST OTHER						
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
GOOJOH GOOD JOHN, LLC		19-00773	PREMIUM B-1403 L-20 B-1706/11	52,000.00	0.00	
	Extd Total:			52,000.00		
	Department Total:			52,000.00		
	CAFR Total:			52,000.00		
	Fund Total: TRUST OTHER			52,000.00		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-438-000-299	534 PROSPECT AVENUE(JONATHAN BLATT)					
JACSER JACK A. SERPICO		19-01419	Serpico bulk PB/ZB Invoices	525.00	0.00	
	Extd Total:			525.00		
	Department Total:			525.00		
T-21-00-441-000-299	1201 MONROE/1500 SEWALL(BOYS&GIRLS CLUB)					
INSENG INSITE ENGINEERING, LLC		19-01302	Insite invoices 02/2019	1,850.00	0.00	
JACSER JACK A. SERPICO		19-01419	Serpico bulk PB/ZB Invoices	112.50	0.00	
				1,962.50		
	Extd Total:			1,962.50		
	Department Total:			1,962.50		
T-21-00-458-000-299	510 5TH AVENUE(510 5TH AVENUE, LLC)					
INSENG INSITE ENGINEERING, LLC		19-01302	Insite invoices 02/2019	275.00	0.00	
	Extd Total:			275.00		
	Department Total:			275.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			2,762.50		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			2,762.50		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-816	545 LAKE AVE(545 LAKE URBAN RENEWAL,LLC)					
JACSER JACK A. SERPICO		19-01419	Serpico bulk PB/ZB Invoices	337.50	0.00	
	Extd Total:			337.50		
	Department Total:			337.50		
	CAFR Total:			337.50		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			337.50		
	Year Total:			78,448.85		
Total Charged Lines: 335 Total List Amount: 363,755.37 Total Void Amount: 0.00						

Attachment: Bill List May 22, 2019 (2019-189 : Payment of Bills)

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	8-01	16,147.26	0.00	16,147.26	0.00	0.00	16,147.26
CURRENT	9-01	207,948.93	0.00	207,948.93	0.00	0.00	207,948.93
BEACH	9-05	2,194.96	0.00	2,194.96	0.00	0.00	2,194.96
PARKING UTILITY:	9-06	1,256.25	0.00	1,256.25	0.00	0.00	1,256.25
SEWER UTILITY: BU	9-07	31,806.52	0.00	31,806.52	0.00	0.00	31,806.52
Year Total:		243,206.66	0.00	243,206.66	0.00	0.00	243,206.66
GENERAL CAPITAL F	C-04	16,512.85	0.00	16,512.85	0.00	0.00	16,512.85
GRANT FUND BUDGET	G-02	9,439.75	0.00	9,439.75	0.00	0.00	9,439.75
ANIMAL CONTROL FU	T-12	21.60	0.00	21.60	0.00	0.00	21.60
COMMUNITY DEVELOP	T-17	23,327.25	0.00	23,327.25	0.00	0.00	23,327.25
TRUST OTHER	T-20	52,000.00	0.00	52,000.00	0.00	0.00	52,000.00
PLANNING & ZONING	T-21	2,762.50	0.00	2,762.50	0.00	0.00	2,762.50
CITY OF ASBURY PA	T-48	337.50	0.00	337.50	0.00	0.00	337.50
Year Total:		78,448.85	0.00	78,448.85	0.00	0.00	78,448.85
Total of All Funds:		363,755.37	0.00	363,755.37	0.00	0.00	363,755.37

May 22, 2019 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 363,755.37
NJ DEP	<u>835.00</u>
	<u>\$ 364,590.37</u>



RESOLUTION NO. 2019-190

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

RESOLUTION AUTHORIZING THE REAPPOINTMENT OF MICHAEL CAPABIANCO AS MUNICIPAL MANAGER AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT RELATING THERETO

WHEREAS, pursuant to N.J.S.A. 40:69A-89, et seq., and Section 2-3 of the “Code of the City of Asbury Park, New Jersey,” the Municipal Council shall appoint a Municipal Manager to serve as the chief executive and administrative official of the municipality, at such salary and under such conditions as the Municipal Council by a majority vote may decide; and

WHEREAS, it is the desire of the Asbury Park Mayor and Council to reappoint Michael N. Capabianco to serve as the Municipal Manager (a/k/a the “City Manager”) of the City, commencing on May 22, 2019, in accordance with the terms and conditions set forth in the attached Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Michael N. Capabianco is hereby reappointed to serve as the Municipal Manager of the City of Asbury Park, pursuant to N.J.S.A. 40:69A-89, et seq., and Section 2-3 of the “Code of the City of Asbury Park, New Jersey,” effective May 22, 2019, in accordance with the terms and conditions set forth in the attached Employment Agreement.

BE IT FURTHER RESOLVED, that the execution of the attached Employment Agreement by the Mayor and City Clerk, on behalf of the City, is hereby authorized and/or ratified.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution, along with the attached Employment Agreement, shall be provided to each of the following:

- a. Michael N. Capabianco, Appointed Municipal Manager
- b. Director, N.J. Division of Local Government Services
- c. Edward Sasdelli, State Fiscal Monitor
- d. JoAnn Boos, Asbury Park Chief Financial Officer
- e. Mary Kay Callahan, Personnel Officer
- f. Steven Glickman, Esquire, Labor Counsel
- g. Frederick C. Raffetto, Esquire, City Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-190 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK

EMPLOYMENT AGREEMENT

This Agreement entered into this 22nd day of May 2019, by and between **Michael N. Capabianco** (hereinafter “Capabianco”) and the **City of Asbury Park** (hereinafter “the City”), a municipal corporation of the State of New Jersey.

1. **Position.** The City will employ Capabianco as the Municipal Manager (also known as the “City Manager”) of the City. Such appointment will be subject to all provisions of applicable law, including but not limited to N.J.S.A. 40:69A-89, et seq., and all applicable provisions of the Ordinances of the City, including but not limited to Section 2-3 of the Asbury Park City Code. Subject to the supervision and pursuant to the orders and directives of the Mayor and City Council (also referenced as the “Governing Body”), and in accordance with all provisions of applicable law and applicable provisions of the Ordinances of the City, Capabianco shall perform all duties prescribed for such position by relevant law and City Ordinances, and all those customarily performed by one holding such position, as well as any additional duties as may be assigned to him by the Mayor and City Council from time to time.

2. **Commencement Date; Term of Agreement.** The commencement date of this Agreement, and of Capobianco’s employment and responsibilities as the City Manager, shall be ENTER DATE FROM ABOVE. Except as explicitly stated herein, this Agreement governs and sets the terms and conditions of employment of Capabianco for the period of May 22, 2019 through December 31, 2021.

3. **Manner and Performance of Manager’s Duties.** Capabianco agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talent, perform all of the duties that may be required of him pursuant to the express and implicit terms of this Agreement,

to the reasonable satisfaction of the Mayor and City Council. He shall, at all times, present a professional demeanor, and carry out his responsibilities in accordance with the law.

4. **Salary and Benefits.**

A. Salary:

Capabianco's salary shall be \$145,000.00 for the duration of this Agreement.. All increases shall be subject to approval by the State of New Jersey Division of Local Government Services (the "DLGS"), for as long as the City remains a transitional aid municipality and subject to the requirements of a Memorandum of Understanding with the DLGS. All increases after December 31, 2021 shall be negotiated by the parties.

B. Benefits:

Capabianco shall be entitled to the following:

- Four (4) weeks (twenty work days) of vacation for each calendar year thereafter.
- Four4 (4) personal days per year
- Fifteen (15) work days of sick time per year.
- All normal days off, such as but not limited to fourteen (14) paid holidays pursuant to the City's holiday schedule.
- All health, dental, prescription benefits standard to current employees.

5. **Hours of Employment.** Capabianco shall devote his full time, energy and effort to the business and affairs of the City. He may not engage in other employment which conflicts or interferes with his primary duties for the City without prior approval from the Governing Body. The approval shall not be unnecessarily withheld by the Mayor and City Council. Capabianco will

be allowed to have reasonable flexibility in his hours of work, as appropriate and approved by the Mayor and City Council, during said normal office hours, as the demands of his position permit.

6. **Non-applicability of Overtime.** Capabianco and the City agree that the City Manager position is an exempt position from any maximum hour requirements found under State or Federal law, and, accordingly, Capabianco will not be paid any overtime or any extra compensation above that explicitly stated in this Agreement.

7. **Performance Review.** Capabianco shall be subject to a performance review to be held once annually, with goals and objectives to be set on an annual basis by the Mayor and City Council.

8. **Reimbursement of Expenses.** The Mayor and Council will consider reasonable requests for expenses incurred by Capabianco in connection with professional and official travel, meetings and occasions for professional development (including courses and seminars). Approval of the Mayor and Council for such expenses shall not be unreasonably withheld.

9. **Vehicle.** **Language removed** The City, within its means, shall attempt to provide a City vehicle for use during the work day; said vehicle shall not be for private use.

10. **Indemnification.** The City shall defend, save harmless and indemnify Capabianco against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Capabianco's duties as the City Manager or as an individual, to the extent permitted by applicable law. The City, or its insurance carrier, in its sole discretion may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. If Capabianco is required to defend against claim as an individual, he shall be entitled to his own legal counsel at a rate not-to-exceed \$225.00 (two hundred twenty-five dollars) and hour.

11. **Termination of Agreement by the City.** Capabianco shall serve as an “at will” employee. The City may terminate this Agreement and the employment of Capabianco, with or without cause, in accordance with the applicable provisions contained in relevant City Ordinances and State Statute.

12. **Termination of Agreement by Employee.** Capabianco may terminate this Agreement at his will. However, Capabianco shall provide a minimum of thirty (30) calendar days’ notice of his intention to resign from the position of City Manager and shall assist the City in any transition work required to assist in finding a replacement City Manager. Upon separation, Capabianco will answer any questions regarding the City for free for a period of three (3) months. Starting at month four all time shall be billed at \$100.00 an hour in quarter hour increments. There shall be no charge for “simple” email requests or clarification. Capabianco agrees to defend the City in issues of litigation at no charge.

13. **Non-applicability of other Policies/Agreements.** Capabianco agrees and acknowledges that the following Policy/Agreements are not applicable to his employment except as explicitly stated herein:

- (1) The City’s personnel policies; and
- (2) Any collective negotiations agreements.

14. **Retirement and Pension.** Retirement and pension system contributions shall be subject to the requirements set by State law, City Ordinance and the Administrative Code.

15. **Salary and Benefit Reduction.** The Mayor and Council shall not reduce the salary, compensation or other financial benefits of Capabianco, except to the degree of an across-the-board reduction for all managerial employees.

16. **Entire Agreement.** This Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other Agreements between the parties. There are no representations, warranties or agreements, whether express or implied, except as set forth in this Agreement. This Agreement may not be canceled, changed, modified, or amended orally, and no cancellation, change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by the City and Liston.

17. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom same is charged.

18. **Controlling Law.** All the terms, conditions and other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

19. **Interpretation and Severability.** If any term or provision of this Agreement shall to any extent be deemed invalid or unenforceable by a Court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement should be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures and seals on this 22nd day of May, 2019.

ATTEST:

CITY OF ASBURY PARK

CINDY A. DYE, CITY CLERK

MAYOR JOHN B. MOOR

ATTEST:

Witness

MICHAEL N. CAPABIANCO

Attachment: CAPABIANCO.AP CITY MANAGER.AGREEMENT edited for 2019 (2019-190 : Renewal of City Manager Contract)



RESOLUTION NO. 2019-191

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO THE RODGER'S GROUP FOR POLICE ACCREDITATION AND TRAINING MODULES

WHEREAS, the City has a need for professional service for the Accreditation Service and Maintenance for the Police Department; and

WHEREAS, the City has obtained the attached invoice from the Rodger's Group totaling \$10,900.00; and

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

WHEREAS, the City has a need for training modules that are specifically designed to meet the New Jersey Attorney General's mandatory In-Service requirements; and

WHEREAS, the City has obtained the attached invoice from the Rodger's Group totaling \$23,660.00; and

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 9-01-25-240-000-237; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Accreditation and training Modules to The Rodger's Group in a not-to-exceed amount of \$34,560.00; and

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-191 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



Invoice

Date	Invoice #
12/12/2018	4975

PO Box 831
Island Heights, NJ 08732
(732) 279-6657

Bill To

Asbury Park Police Dept.
Chief David Kelso
1 Municipal Plaza
Asbury Park, NJ 07712

Project	Terms
Maintenance	Net 30

Quantity	Description	Rate	Amount
	Service and Maintenance of the Asbury Park Police Department Accreditation Policy & Files \$10,900.00 Annually (Year 2 of 3 year accreditation cycle) One year service and maintenance of all Asbury Park Police Department policies related to the New Jersey State Association of Chiefs of Police accreditation standards. Service and Maintenance to include: Maintaining with consistency, a Rodgers Group, LLC Project Manager who will maintain regular contact with the Asbury Park Police Department related to accreditation. Notifying the Asbury Park Police Department of all updates and rewriting any policies affected by those updates. Maintaining, updating and modifying all Asbury Park Police Department policies related to accreditation so as to ensure they continue to meet	10,900.00	10,900.00
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	



Invoice

Date	Invoice #
12/12/2018	4975

PO Box 831
Island Heights, NJ 08732
(732) 279-6657

Bill To

Asbury Park Police Dept.
Chief David Kelso
1 Municipal Plaza
Asbury Park, NJ 07712

Project	Terms
Maintenance	Net 30

Quantity	Description	Rate	Amount
	the Asbury Park Police Department business needs and state accreditation standards. Providing specific guidance and oversight to the agencies Accreditation Manager regarding the compilation of "Proofs" related to maintaining accreditation files. Conducting quarterly assessments of the agency's accreditation files to ensure compliance with NJSACOP Standards. Providing oversight and direction for the preparation for the Asbury Park Police Department Re-accreditation efforts. This is the second of three annual installments in this 3 year reaccreditation cycle.		
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	\$10,900.00



PO Box 831
Island Heights, NJ 08732
(732) 279-6657

Invoice

Date	Invoice #
4/29/2019	5183

Bill To

Asbury Park Police Dept.
Chief David Kelso
1 Municipal Plaza
Asbury Park, NJ 07712

Project	Terms
Online Training	Net 30

Quantity	Description	Rate	Amount
	19 Module subscription to The Rodgers Group, LLC online training Sworn Personnel: 1-75 75 @ \$304 = \$22,800 76-100 17 @ \$228 = \$3,876 SLEO 29 @ \$100 = \$2900 Total training costs \$29,576 less 20% discount for over 15 modules Discount \$5916 Total annual training costs: \$ \$23,660 The program consists of nineteen (19) Training Modules that are specifically designed to meet the New Jersey Attorney General's mandatory In-Service requirements. Each module is customized to incorporate the specific business requirements of the Asbury Park Police Department. Each module includes a bank of test questions which are based on that particular course material.	23,660.00	23,660.00
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	\$23,660.00

Attachment: THE RODGER'S GROUP - POLICE ACCREDITATION (2019-191 : Authoring a professional services contract to The Rodger's

4-01-25-240-000-231

1-4-19 2-10-185



RESOLUTION NO. 2019-192

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

AUTHORIZING CLARKE CATON HINTZ TO PERFORM VARIOUS ACTIONS FROM THE MASTER PLAN

WHEREAS, on March 11, 2019 the City of Asbury Park and the Planning Board received a proposal to professional services to conduct activities outlined in the Master Plan by the Planning Board Planner Clarke Caton Hintz (CCH); and

WHEREAS, the City of Asbury Park has adopted their full budget and desires for this work to begin; and

WHEREAS, Clarke Caton Hintz's not-to-exceed proposal is attached to this Resolution in an amount of \$51,000.00; and

WHEREAS, the Planning Board and City Administration have identified the outlines outlined in CCH's proposal are high-priority actions to be completed as recommended within the Master Plan; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-15(a)(i) Professionals Services this contract can be awarded as the Planning Board has appointed CCH as Board Planners and all contracts shall be awarded by the municipal governing body; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 9-01-20-165-000-209; and

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Clarke Caton Hintz a professional services contract in the in a not-to-exceed amount of \$51,000.00 for completion of actions associated with the implementation of the Master Plan.

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to advertise this award as required by law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-192 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK

**Clarke Caton Hintz**

Architecture
Planning
Landscape Architecture

Michael Capabianco
Asbury Park City Manager
Municipal Plaza
Asbury Park, NJ 07712

March 11, 2019

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

**Re: Proposal for Professional Planning Services for Revisions to Chapter 30,
Land Development Ordinance, to Implement the 2017 Master Plan/Master Plan
Reexamination Report**

Dear Mr. Capabianco,

Pursuant to your request, please find this proposal for professional planning services to assist Asbury Park to update and revise Chapter 30 Land Development of the City Code to reflect the recommendations from the 2017 Asbury Park Master Plan/ Master Plan Reexamination Report. This proposal reflects discussions with City Planning Staff and our experience in working with Chapter 30 as we advise the Planning Board and Zoning Board of Adjustment. It also reflects an approach that would bundle, relatively, simple changes with those requiring more substantial effort in order to maximize the efficiency of meetings, drafting of documents and review of alternatives. This proposal includes those tasks that we have been able to define and excludes recommendations that would require more detailed discussions with your office, the City Planner and the Planning Board in order to define scope and approach. The tasks outlined in this proposal should be sufficient to implement a substantial portion of the zoning recommendations from the 2017 Plan prioritized by the Planning Board. .

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

Approach + Scope

We propose to address, primarily, the bulk of the Master Plan recommendations contained in section 5.2.2 Land Use Recommendations relating to the Lands Development Ordinance in Task 1 under a not-to-exceed budget. For Task 2 and Task 3, we have included allowances, rather than a not-to-exceed budget, since the elements of these tasks are not fully definable based on the master plan. The scopes are as follows:

Emeriti
John Clarke, FAIA
Carl Hintz, AICP, ASLA

Clarke Caton Hintz

Task 1: Land Use MP §5.2.2	
5.2.2.1 Zoning District Boundaries	Zoning Map Amendments: 1. Eliminate the R1A Attached Single Family Residential district; 2. Replace much of the eastern-central R2 Two to Four Family Residential district with the R1 Single Family district. 3. Expand the R3 Multi-family Medium Density District. 4. Eliminate the PO Professional Office district 5. Reduce the LI Light Industrial district; 6. Merge the NC Neighborhood Commercial district with the B2 Main Street Retail Sales and Service district (Asbury Avenue) 7. Expand the P4 Public Schools district.
5.2.2.2 R1 District Regulation Changes	R1 SF §30-67; §30-70.3: eliminate Density requirement; Eliminate FAR; Increase max building coverage; create impervious limit (requires impervious coverage assessment); front yard setbacks; TH as conditional use
5.2.2.3 R1A Eliminate regs	Eliminate R1A
5.2.2.4 R2 Regulations Changes	R2-4 Fam: §30-67; §30-70.5: Rename to 1-2 fam; eliminate 3-4 Fam uses; eliminate FAR; increase max building coverage; regulate impervious (requires impervious coverage assessment); front yard setbacks;
5.2.2.5 R3 Regulations changes	R3 Medium Density MF §30-67; §30-70.6: eliminate FAR for 1-2 fam; increase FAR for MF; increase max building coverage; regulate impervious (requires impervious coverage assessment); front yard setbacks; SF standards
5.2.2.6 B1 Downtown	B1 Downtown Retail-eliminate district
5.2.2.7 B2 Main Street Retail S&S	Rename B2 to B Business §30-67; §30-71.4: add and remove land uses; define as necessary; height; coverage; FAR, front yard;
5.2.2.8 NC- Neighborhood Comm	Eliminate NC district
5.2.2.9 LI Light Industrial	LI District §30-67; §30-71.6: Expand and eliminate uses; add definitions; modify standards for more intense development
5.2.2.10 Waterfront Redevelopment	Improve Bed and breakfast standards in Renovation/Infill Area

Clarke Caton Hintz

5.2.2.12.9 Professional Office	§30-15: Expand Professional office definition to be more inclusive
5.2.2.12.10 Conditional Uses	§30-76.2 + §30-76.3: Conditional Use: eliminate general standards; review and repair all conditional use standards;
5.2.2.12.11 Community Gardens	Define and permit community gardens; include regulations;
5.2.2.12.12 Mixed-use Development	§30-73.11: Eliminate mixed -use development barriers and accommodate on upper floors
5.2.2.12.13 Home occupation	§30-73.10: Home Occupation standards--definitions and regs for minor and major
5.2.2.12.14 Prohibit exclusive alley access	§30-68.2 Require subdivisions to have street access rather than only alley access;
5.2.2.12.15 P2 Public Land	§30-71.8, §30-72 Eliminate P2 district references
5.2.2.12.16 Planting design	§30-57.12 + 57.14: planting design standards and screening/greening of parking areas
5.2.2.12.17 Lighting	§30-56.4: Create site lighting standards/regulations
5.2.2.12.19 Adult Use	§30-76.3: Consider Prohibition/updated Regulation of Sexually Oriented Businesses; align with State

Task 2: MP §5.2.2.12.18 Sign Regulations	§30-61: Evaluate and review existing sign standards; align with first amendment req's + sizes and appropriate areas for freestanding signs;
---	---

Task 3: MP § 5.2.2.12.1 Clarify the Land Use Ordinance	<i>Not fully defined, but could include:</i>
	Elimination of ambiguous provisions; identify variances vs. design exceptions; addition of definitions
	§30-56.1 – Building Orientation: This section pertains to the distances between buildings on separate lots and the orientation of entrances. It belongs in either the design standards section (§30-57) or yard regulations (§30-68.4)
	Clarify the differences between multi-unit dwellings, townhouses, and single-family attached dwellings. The language in the footnotes of the bulk schedule at 30-67, which treats townhouses as multi-family dwellings if they are under condo-style ownership should be removed.



Clarke Caton Hintz

	Street tree standards are regulated in at least two places (§30-56.3 and §30-57.12) and are not entirely consistent. They should consolidated to the extent reasonable.
	The ordinance should have specific design standards for refuse enclosures
	The community design regulations at §30-69 should be limited to historic districts and residential neighborhoods immediately adjacent to the historic districts. Also should be clear as design exceptions rather than variances.
	§30-59.5h, parking standards for commercial uses: § 5h.1 provides parking standards for commercial uses for when specific commercial uses cannot be identified, but where the number of employees can be predicted; and § 5h.2 provides parking standards for when the specific commercial use can be determined but the number of employees cannot be determined. It is not clear which standards to apply if neither the employee count nor the specific commercial use can be determined or if both the employee count and specific use can be determined.
	Remove residential parking requirements; reference RSIS
	§30-63 Fences: setbacks; design

Task 4: Add'll Work Beyond Scope

Additional work that may arise during the course of Tasks 1-3

Cost Estimates and Assumptions

It is assumed that CCH would conduct our work in close coordination with the City Planner and Planning Board, and any other such executive committee as you would assemble. From a fee perspective, we proposes to undertake Task 1 as time and materials, not-to-exceed budget. Any unused funds could be used to address other tasks. For Tasks 2 and 3, since we cannot fully define the scope, we have suggested budget allowances such that we could begin work with you, but would work to, further, define the tasks and effort. If additional effort was required beyond the allowance, we can provide cost estimates for additional work. The order that we would address these tasks is up to you.



Clarke Caton Hintz

Task 1. Land Development Ordinance Revisions (§5.2.2 of the 2017 MP)

\$30,000.00 (time and materials, not-to-exceed). This assumes:

Meetings: Up to 10 meetings with City representatives/stakeholders;

Draft Ordinances: one (1) draft and up to two (2) revisions of draft ordinances;

Task 2. Sign Ordinance Revisions (§5.2.2.12.18 of the 2017 MP)

\$6,000.00 budget allowance (time and materials).

Task 3. Land Development Ordinance Clean-up /Revisions (§5.2.2.12.1 of the 2017 MP)

\$5,000.00 budget allowance (time and materials).

Task 4. Additional Work

\$10,000.00 budget allowance (time and materials).

These budgets are inclusive of all reimbursable expenses.

While this proposal does not address all of the recommendations and priorities of the City based on the 2017 Master Plan, it represents a meaningful first step towards implementation. We can address other recommendations, beyond these, that require more input on scope and effort at your convenience.

Please do not hesitate to contact me if you have any questions or if you would like to discuss this matter further.

Sincerely,

Clarke Caton Hintz, by:

Michael Sullivan, ASLA, AICP
Principal

Proposal: 2017 Master Plan Implementation
Page 5 of 5



RESOLUTION NO. 2019-193

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

RESOLUTION AWARDING A CONTRACT FOR IMPROVEMENTS TO DEAL LAKE DRIVE

WHEREAS, on April 4, 2019, the City of Asbury Park (the “City”) received four (4) sealed bids for the project named “Deal Lake Drive Improvements”; and

WHEREAS, Black Rock Enterprises, of Old Bridge, NJ is the lowest responsible and responsive bidder; and

WHEREAS, Black Rock Enterprises has been recommended to be awarded the bid in a letter dated April 4, 2019 written by the City Engineer which is attached; and

WHEREAS, Black Rock Enterprises is recommended the contract in the amount of \$1,138,701.05; and

WHEREAS, the City Engineer’s recommendation is contingent upon (1.) the review and approval of the low bidder’s bid documents by the City Attorney, (2.) a certification of the availability of funds from the City’s Chief Financial Officer, and (3.) Concurrence of Award by the New Jersey Department of Transportation; and

WHEREAS, the City’s Chief Financial Officer has certified that sufficient funds have been allocated and are currently available in account C-04-55-998-173-003 and C-04-55-998-173-02; and

WHEREAS, the City Attorney has confirmed that the low bidder’s bid documents are in satisfactory legal form; and

WHEREAS, the Mayor and/or City Manager are hereby authorized to execute, and the City Clerk to attest, a contract with the lowest responsive bidder for the completion of this project in accordance with the bid documents, so long as the contract is in a form that is deemed satisfactory to the City Attorney.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Asbury Park, Monmouth County, New Jersey, does hereby award the Deal Lake Drive Improvements bid to Black Rock Enterprises, of Old Bridge, NJ in the amount of \$1,138,701.05 for work

related to the Deal Lake Drive Project.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-193 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK

ENGINEER'S ESTIMATE

PO Box 556
Farmingdale, NJ 07727
PHONE: 732-308-1113
FAX: 732-308-1034
bmead@earleco.com
bcooper@earleco.com

G:\Projects\ASPK\00764\Estimates\ASPK-00764 BID SUMMARY & TABULATION 4-4-19.xlsASPK-00764 BID SUMMARY & TABULATION 4-4-19.xlsDeal Lake Dr. Improvements

CITY OF ASBURY PARK ASPK-00764 - DEAL LAKE DRIVE IMPROVEMENTS Bids Received April 4, 2019				ENGINEER'S ESTIMATE		Black Rock Enterprises, LLC 1316 Englishtown Road Old Bridge, NJ 08857 PHONE: 732-967-6400 FAX: 732-967-6402 info@blackrocknj.com		L&L Paving Company 89 Yellowbrook Road Farmingdale, NJ 07727 PHONE: 732-922-6303 FAX: 732-922-6304 lance@llpaving.com		Lucas Brothers Inc. 80 Amboy Road Morganville, NJ 07751 PHONE: 732-536-6663 FAX: 732-536-5831 daniellucas@lucasbros.com		Earle Asphalt Company PO Box 556 Farmingdale, NJ 07727 PHONE: 732-308-1113 FAX: 732-308-1034 bmead@earleco.com bcooper@earleco.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT

I, CHRISTINE A. BALLARD, P.E., CONSULTING ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.

CHRISTINE A. BALLARD, P.E., GE47267

DATEApril 4, 2019

FORMS

BID PACKET

FOR:

Deal Lake Drive Improvements

City of Asbury Park,
Monmouth County,
New Jersey

BY:

Black Rock Enterprises, LLC.

(Bidder Name)

1316 Englishtown Road

Old Bridge, NJ 08857

(Bidder Address)

732-967-6400

(Bidder Phone Number)

(Bidder Alternative Phone Number)

732-967-6402

(Bidder Fax Number)

26-2873194

(Bidder Federal I.D. # or S.S. #)

info@BlackRockNJ.com

(Bidder Email Address)

(Name of Bidder's Authorized Representative)

TO:

City of Asbury Park

Asbury Park Municipal Complex
One Municipal Plaza

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC
(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	<u>NR</u>
2. BID PROPOSAL	<u>NR</u>
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c, 1, 2, & 3</u>	<u>NR</u>
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	<u>NR</u>
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	<u>NR</u>
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	<u>NR</u>
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	<u>NR</u>
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	<u>NR</u>
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	<u>NR</u>
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	<u>NR</u>
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	<u>NR</u>
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>NR</u>
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	<u>NR</u>
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	<u>NR</u>
15. BIDDER'S ACKNOWLEDGMENT	<u>NR</u>
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	<u>NR</u>
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	<u>NR</u>
18. PENDING ETHICAL VIOLATIONS STATEMENT (on company letterhead)	<u>NR</u>
19. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	<u>NR</u>

BID PROPOSAL

Deal Lake Drive Improvements - City of Asbury Park

Black Rock Enterprises, LLC.
(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	SILT FENCE	1600	LF	\$ 2.00	\$ 3,200.00
2.	INLET FILTER, TYPE 1	200	SF	\$ 15.00	\$ 3,000.00
3.	BREAKAWAY BARRICADE	10	UNIT	\$ 0.01	\$ 0.10
4.	DRUM	25	UNIT	\$ 0.01	\$ 0.25
5.	TRAFFIC CONE	50	UNIT	\$ 0.01	\$ 0.50
6.	CONSTRUCTION SIGNS	420	SF	\$ 15.00	\$ 6,300.00
7.	POLICE TRAFFIC DIRECTORS (IF & WHERE DIRECTED)	2,250	HOURL	\$ 75.00	\$ 168,750
8.	FUEL PRICE ADJUSTMENT	400	DOLLAR	\$ 1.00	\$ 400.00
9.	ASPHALT PRICE ADJUSTMENT	2,700	DOLLAR	\$ 1.00	\$ 2,700.00
10.	EXCAVATION, TEST PIT	15	UNIT	\$ 200.00	\$ 3,000.00
11.	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF & WHERE DIRECTED)	10,270	SY	\$ 0.01	\$ 102.70
12.	GRAVEL DRIVEWAY	30	SY	\$ 25.00	\$ 750.00
13.	HMA MILLING, 3" OR LESS (IF & WHERE DIRECTED)	950	SY	\$ 5.00	\$ 4,750.00
14.	POLYMERIZED JOINT ADHESIVE	6,510	LF	\$ 0.50	\$ 3,255.00
15.	TACK COAT	1,160	GAL	\$ 4.00	\$ 4,640.00
16.	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	1,380	TON	\$ 95.00	\$ 131,100.00
17.	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	2,540	TON	\$ 115.00	\$ 292,100.00
18.	12" REINFORCED CONCRETE PIPE, CLASS V W/ O-RING GASKETS	107	LF	\$ 75.00	\$ 8,025.00
19.	15" REINFORCED CONCRETE PIPE, CLASS V W/ O-RING GASKETS	51	LF	\$ 79.00	\$ 4,029.00
20.	12" DUCTILE IRON PIPE, CLASS 52	35	LF	\$ 100.00	\$ 3,500.00
21.	14" DUCTILE IRON PIPE, CLASS 52	680	LF	\$ 100.00	\$ 68,000.00
22.	INLET, TYPE B	13	UNIT	\$ 3,550.00	\$ 46,150.00

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
23.	INLET, TYPE DOUBLE B	2	UNIT	\$ 6,500.00	\$ 13,000.00
24.	INLET, TYPE E	1	UNIT	\$ 4,000.00	\$ 4,000.00
25.	MANHOLE, 4' DIAMETER	2	UNIT	\$ 5,000.00	\$ 10,000.00
26.	RESET EXISTING CASTING	3	UNIT	\$ 375.00	\$ 1,125.00
27.	CONCRETE SIDEWALK, 4" THICK	1,100	SY	\$ 63.00	\$ 69,300.00
28.	HOT MIX ASPHALT DRIVEWAY, 5" THICK	10	SY	\$ 40.00	\$ 400.00
29.	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	90	SY	\$ 70.00	\$ 6,300.00
30.	RESET PAVER DRIVEWAY (IF & WHERE DIRECTED)	5	SY	\$ 85.00	\$ 425.00
31.	DETECTABLE WARNING SURFACE	9	SY	\$ 200.00	\$ 1,800.00
32.	COMBINATION CONCRETE CURB AND GUTTER	3,700	LF	\$ 38.00	\$ 140,600.00
33.	CONCRETE GUTTER, REINFORCED, 7' WIDE	95	SY	\$ 100.00	\$ 9,500.00
34.	6" x 6" TIMBER TIE EDGING	30	LF	\$ 35.00	\$ 1,050.00
35.	6" BOLLARD	5	UNIT	\$ 1,000.00	\$ 5,000.00
36.	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 4" WIDE	6,970	LF	\$ 0.65	\$ 4,530.50
37.	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 24" WIDE	390	LF	\$ 3.85	\$ 1,501.50
38.	TRAFFIC MARKINGS, LONG-LIFE, THERMOPLASTIC	210	SF	\$ 6.00	\$ 1,260.00
39.	REGULATORY AND WARNING SIGN	88	SF	\$ 38.00	\$ 3,344.00
40.	8" DUCTILE IRON SEWER PIPE (REPLACEMENT) (IF & WHERE DIRECTED)	25	LF	\$ 75.00	\$ 1,875.00
41.	10" DUCTILE IRON SEWER PIPE (REPLACEMENT) (IF & WHERE DIRECTED)	25	LF	\$ 100.00	\$ 2,500.00
42.	4" POLYVINYL CHLORIDE SEWER PIPE LATERAL (REPLACEMENT) (IF & WHERE DIRECTED)	25	LF	\$ 100.00	\$ 2,500.00
43.	6" POLYVINYL CHLORIDE SEWER PIPE LATERAL (REPLACEMENT) (IF & WHERE DIRECTED)	25	LF	\$ 100.00	\$ 2,500.00
44.	6" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT) (IF & WHERE DIRECTED)	25	LF	\$ 100.00	\$ 2,500.00
45.	8" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT) (IF & WHERE DIRECTED)	25	LF	\$ 100.00	\$ 2,500.00
46.	10" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT) (IF & WHERE DIRECTED)	25	LF	\$ 100.00	\$ 2,500.00
47.	SANITARY SEWER SERVICE CONNECTION (REPLACEMENT) (IF & WHERE DIRECTED)	1	UNIT	\$ 1,500.00	\$ 1,500.00
48.	CLEANOUT (REPLACEMENT) (IF & WHERE DIRECTED)	1	UNIT	\$ 1,500.00	\$ 1,500.00

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
49.	MANHOLE, SANITARY SEWER (IF & WHERE DIRECTED)	1	UNIT	\$ 5,000.00	\$ 5,000.00
50.	MANHOLE, SANITARY SEWER (REPLACEMENT) (IF & WHERE DIRECTED)	1	UNIT	\$ 7,500.00	\$ 7,500.00
51.	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	5	UNIT	\$ 375.00	\$ 1,875.00
52.	TREE REMOVAL, OVER 18" TO 24" DIAMETER (IF & WHERE DIRECTED)	1	UNIT	\$ 2,000.00	\$ 2,000.00
53.	BORROW TOPSOILING, 5" THICK	5,925	SY	\$ 6.00	\$ 35,550.00
54.	WILDFLOWER SEEDING AND FERTILIZING	2,050	SY	\$ 2.00	\$ 4,100.00
55.	SEEDING AND FERTILIZING, TYPE G	3,875	SY	\$ 1.00	\$ 3,875.00
56.	STRAW MULCHING	5,925	SY	\$ 1.50	\$ 8,887.50
57.	LARGE DECIDUOUS TREE, 2"-2 1/2" DIAMETER, B&B (IF & WHERE DIRECTED)	2	UNIT	\$ 1,000.00	\$ 2,000.00
58.	SMALL DECIDUOUS TREE, 1 1/2"-2" DIAMETER, B&B (IF & WHERE DIRECTED)	2	UNIT	\$ 575.00	\$ 1,150.00
59.	BENCH	8	UNIT	\$ 2,500.00	\$ 20,000.00

TOTAL BID AMOUNT (Items 1 through 59): \$ 1,138,701.05

WRITE TOTAL BID AMOUNT (Items 1 through 59): One Million One Hundred Thirty Eight Thousand Seven Hundred One Dollar AND FIVE CENTS

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

[Signature]

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC.
(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____

☒ No Addendum received:

SV

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate:

SV

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

**Deal Lake Drive Improvements
City of Asbury Park**Black Rock Enterprises, LLC.
(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:** JN

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC.

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

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

AN

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

**Deal Lake Drive Improvements
City of Asbury Park**Black Rock Enterprises, LLC

(Bidder Name)

PART I - Check the box that represents the type of business organization:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
☐ Limited Partnership
 ☒ Limited Liability Corporation
 ☐ Limited Liability Partnership
☐ Subchapter S Corporation
 ☐ Other: _____

PART II - Please check the appropriate box below:

- ☐ The Bidder certifies that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

- OR -

- ☒ The Bidder certifies that the list below contains the names and addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

	<u>FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>SHARE OWNED</u>
1.	<u>Jaqueline Vale</u>	<u>13 Villa Farm Circle</u> <u>Monroe, NJ</u>	<u>51</u> %
2.	<u>Manuel Da Rocha</u>	<u>208 West Greystone</u> <u>Old Bridge, NJ 08857</u>	<u>49</u> %
3.	_____	_____	_____ %

NOTES:

1. Attach additional sheets in this format, if necessary.
2. If a corporation or partnership is shown as a greater than ten percent (10%) owner, attach similar breakdown of ("its") individual owners.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **OWNERSHIP DISCLOSURE** is complete and accurate: JD

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

Deal Lake Drive Improvements

City of Asbury Park

(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX BELOW:



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

- OR -



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

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**(CONTINUED)**(Pursuant to N.J.S.A. 52:25-24.2)**Deal Lake Drive Improvements****City of Asbury Park**

(Bidder Name)

PART III - Certification:

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

BY:

Jacqueline Vale
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Jacqueline Vale
(Print or Type)

TITLE:

Managing Member

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC.
(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

☐ Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

☒ Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

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

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

TV

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder,

(Bidder Name)

located at

(Bidder Address)

, (hereinafter called the "Principal"), and

, located at

(Surety Name)

, (hereinafter called the "Surety"), are hereby and firmly bound

(Surety Address)

onto

City of Asbury Park

, as Owner, in the penal sum of

(\$)

(10% of Bid Amount or \$20,000 [in words])

(10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

Deal Lake Drive Improvements

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of _____

(Date)

in the year of 20 _____

(Month)

(Year)

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Attached to Bid Bond

Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY in substantially the following form.

The _____ located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

_____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

Deal Lake Drive Improvements

, located in the

City of Asbury Park,
Monmouth County,
New Jersey

, is awarded to

, the

(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20_____
(Date) (Month) (Year)

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

Bidders are required to submit, along with Bid Packets, this NON-COLLUSION AFFIDAVIT.I, Jacqueline Vale, residing in Monroe
(Bidder's Authorized Representative Name) (Municipality Name)In the County of Middlesex and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am Managing Member of the firm of Black Rock Enterprises
(Bidder's Authorized Representative Title) (Bidder's Name)LLC, the Bidder making this Bid Proposal for the Bid Packet entitled,
Deal Lake Drive Improvements

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

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

Black Rock Enterprises, LLC
(Bidder's Name)

BY:

Jacqueline Vale
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Jacqueline Vale
(Print or Type)

TITLE:

Managing Member

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

**Bridge Street Improvements and Heck Street Improvements
City of Asbury Park**Black Rock Enterprises, LLC.
(Bidder Name)**PART I - Please check the appropriate box below:**

- ☒ A.) The Bidder, signing and submitting this Bid Packet, **OWNS, LEASES, OR CONTROLS** all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- ☐ B.) The Bidder, signing and submitting the attached Bid Packet, **DOES NOT OWN OR LEASE** the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

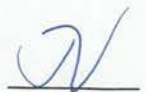
PART II - ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:



SUBCONTRACTOR IDENTIFICATION(Pursuant to N.J.S.A. 40A:11-16)**Deal Lake Drive Improvements
City of Asbury Park**Black Rock Enterprises, LLC.
(Bidder Name)**PART I** – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

<u>WORK</u>	<u>SUBCONTRACTOR</u>
1. Plumbing and gas fitting and all kindred work	Name: <u>None</u> Address: _____ License No.: _____ Expiration: _____
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work	Name: <u>None</u> Address: _____ License No.: _____ Expiration: _____
3. Electrical work	Name: <u>None</u> Address: _____ License No.: _____ Expiration: _____
4. Structural steel and ornamental iron work	Name: <u>None</u> Address: _____ License No.: _____ Expiration: _____
5. Other	Name: <u>None</u> Address: _____ License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC.
(Bidder Name)

PART II - In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

a.) Evidence of Business Registration Certificate for all Subcontractors listed;

- AND -

b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

NR

PREVAILING WAGE COMPLIANCE DECLARATION

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

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC.

(Bidder Name)

Bidders must submit, along with their Bid Packets, this PREVAILING WAGE COMPLIANCE DECLARATION.

The above-named Bidder, located at 1316 Englishman Rd., Old Bridge, NJ 08857,
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION:

2

BIDDER'S ACKNOWLEDGEMENT

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC.
(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and

regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC.
(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:

BY:

Jacqueline Vale
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Jacqueline Vale
(Print or Type)

TITLE:

Managing Member

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC.
(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:



STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Deal Lake Drive Improvements City of Asbury Park

Black Rock Enterprises, LLC
(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

- 1.) Date of Incorporation or Formation of bidding entity: 2008
- 2.) State of Incorporation or Formation of bidding entity: 2008
- 3.) Number of years engaged in the contracting business under your present firm or trading name: 8
- 4.) General character of work performed by company: _____
- 5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.
No
- 6.) Have you ever defaulted on a contract? If so, please explain the circumstances.
No
- 7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?
No
- 8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.
No
- 9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.
Yes

Deal Lake Drive Improvements

City of Asbury Park

Black Rock Enterprises, LLC.
(Bidder Name)

(Bidder Name)

- 10.) Upon request, will you provide a detailed financial statement and furnish any other financial information that may be required by the proper agency? Yes
- 11.) Please provide a minimum of five (5) references and the following information for projects currently in progress or completed within the last three (3) years:

Yes

[illegible]



PH: 732-967-6400
FAX: 732-967-6402
WWW.BLACKROCKNJ.COM

3.H.5.b

April 4, 2019

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ

RE: Deal Lake Drive Improvements
Pending Ethical Violations Statement

To Whom It May Concern:

Please be advised that there are no pending ethics violations against Black Rock Enterprises, LLC or any of its officers.

Sincerely,

Jacqueline Vale
Managing Member

Attachment: Bid Package_Black Rock Enterprises (2019-193 : Awarding a contract for improvements to Deal Lake Drive)

Equal Employment Opportunity Employer

PENDING ETHICAL VIOLATIONS STATEMENT

All Bidders are required to submit, along with Bid Packets, a statement on the Bidder's company letterhead that indicates there are no pending ethics violations against the Bidder or any of its officers.

*By initialling here, the Bidder hereby acknowledges this requirement and represents that the information provided in its **PENDING ETHICAL VIOLATIONS STATEMENT** is complete and accurate:*



BID PACKET CERTIFICATIONSTATE OF NEW JERSEY
COUNTY OF Monmouth

SS.

I, Jacqueline Vale, residing in Monroe
(Authorized Representative Name) (Municipality Name)In the County of Middlesex and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:I am Member of the firm of Black Rock Enterprises, LLC
(Authorized Representative Title) (Bidder Name)_____, the Bidder submitting this Bid Packet for the Project, entitled
Heck Street Improvements

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: Jacqueline Vale
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: Jacqueline Vale
(Print or Type)TITLE: Managing Member

This Bid Packet has been Sworn and Subscribed before me this

4 Day of April, 20 19

NOTARY PUBLIC SEAL:

NOTARY
PUBLICFlorbela Goncalves
(Notary Public Signature)
Florbela Goncalves
(Print or Type Name)

My Commission Expires Notary Public

New Jersey

My Commission Expires 7-7-2021

No. 2410251

CONTRACT

THIS AGREEMENT made on the _____ of _____, 20____ by and between
(Day) (Month) (Year)

City of Asbury Park

Hereinafter called the Owner, and

(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

- I. DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **ARTICLE 1: DEFINITIONS** of the Contract Documents.
- II. CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract, and the Special Provisions,*), the Introduction, the Special Provisions, the Specifications, Submittals, Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.
- III. THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.
- IV. CONTRACT SUM.** As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

(Contract Sum)

- V. SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security or safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance of the Contract and, b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** – Insurance Certificate
 - **EXHIBIT II** – Performance Bond
 - **EXHIBIT III** – Payment Bond
- IX. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to Appendixes A, B, and C regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- X. NEW LAW.** New Jersey S-3409, effective as of January 15th, 2018, is an act which establishes standardized changed conditions clauses for construction contracts, is hereby expressly incorporated into these Contract Documents and attached hereto as **EXHIBIT IV**. In the event any of the provisions in these Contract Documents conflict with the provisions of New Jersey S-3409, the provisions of the New Jersey S-3409 shall govern.
- XI. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;
 3. If a Sole Proprietorship, the Proprietor;
 4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.
- XII. BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

Contractor's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT I – INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II - PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____, (Contractor's Name),
located at _____, (hereinafter called the "Principal"), and
_____, (Contractor's Address),
_____, located at _____, (Surety Name),
_____, (hereinafter called the "Surety"), are hereby and firmly bound
_____, (Surety Address),
onto **City of Asbury Park**, as Owner, in the penal sum of
_____, (\$ _____),
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____ (Date)

of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
City of Asbury Park, County of **Monmouth**, State of
New Jersey, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ (Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III - PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,

(Contractor's Name)

located at _____, (hereinafter called the "Principal"), and

(Contractor's Address)

_____, located at

(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound

(Surety Address)

onto **City of Asbury Park**, as Owner, in the penal sum of

(\$

_____) (100% of Contract Sum [in words])

_____) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____

(Date)

of the month of _____ in the year of 20 _____, enter into a Contract with

(Month)

(Year)

City of Asbury Park

, County of

Monmouth

, State of

New Jersey

, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____

(Date)

of the month of _____ in the year of 20 _____

(Month)

(Year)

BY:

(Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

EXHIBIT IV – NEW JERSEY SENATE, NO. 3409

Pursuant to section **X. NEW LAW** of the Contract Forms, the following language is hereby incorporated and made a part of the Contract Documents in accordance S-3409, which Senate passed recently and is effective as of January 15th, 2018:

1. All Construction Contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L. XX, c. (C. xx) (*pending before the Legislature of this bill*) shall include the changed conditions contract provisions set forth in this Section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

A. A Contract subject to this section shall include the following differing site conditions provisions:

- (1) If the Contractor encounters differing site conditions during the progress of the Work of the Contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exists, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (4) (a) If the contracting unit's investigation and directions increase the Contractor's costs or time of performance, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If both Parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance. (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. A Contract subject to this section shall include the following suspension of work provisions:

- (1) The contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the Work of the contract is suspended by the contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of

work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds sixty (60) days, upon seven days' written notice, the Contractor shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.

- (3) Upon receipt of the Contractor's suspension of Work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- (4) If the contracting unit determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the Contract Work, and shall be entitled to pursue a suspension of Work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

C. A Contract subject to this section shall include the following change in character of Work provisions:

- (1) If the Contractor believes that a change directive by the contracting unit results in a material change to the Contract Work, the Contractor shall so notify the contracting unit in writing. The Contractor shall continue to perform all Work on the Project that is not the subject of the notice.
- (2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (3) (a) If the contracting unit determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character or as otherwise mutually agreed upon by the Contractor and the contracting unit prior to the Contractor performing the subject work. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all Contract Work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, delays or shortens the amount of time by which the Contractor completes the Work in relation to the contractually required completion date, or both.

D. A Contract subject to this section shall include the following change in quantity provisions:

- (1) The contracting unit may increase or decrease the quantity of the Work to be performed by the Contractor.
- (2) (a) If the quantity of a pay item is cumulatively increased or decreased by twenty (20) percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity. (b) If the quantity of a pay item is increased or decreased by more than twenty (20) percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4) (a) For a major increase in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement

cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional ten (10) percent for overhead and an additional ten (10) percent for profit. (b) For a major decrease in quantity, the contracting unit or Contractor may request to renegotiate the price for quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional ten (10) percent for overhead and an additional ten (10) percent for profit; provided, however, that the contracting unit shall not make a payment in an amount that exceeds eighty (80) percent of the value of the bid price multiplied by the bid proposal quantity.

- (5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed".

APPENDIX A

MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR CONSTRUCTION CONTRACTS

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

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said

assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Subcontractor:
 - (i) The Contractor or Subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or Subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or Subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

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

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

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

APPENDIX B

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (*the "Act"*) (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Black Rock Enterprises, LLC as Principal, and
(name of contractor)

Great American Insurance Company as Surety,
(name of surety)

City of Asbury Park
are hereby held and firmly bound unto _____ as Owner
(name of owner)

in the penal sum of 10% of Bid Amount Not to Exceed \$20,000.00

Dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 4th day of April, 2019.

The Condition of the above obligation is such that whereas the Principal has submitted
City of Asbury Park
to _____ a certain Bid, attached hereto and hereby made a part
hereof to enter into a contract in writing, for the _____
Deal Lake Drive Improvements

NOW, THEREFORE,

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

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

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

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

ATTEST:


(SEAL)

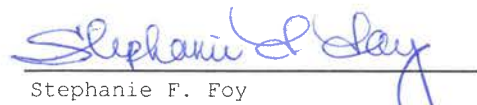
Black Rock Enterprises, LLC

Principal

BY: 

Managing Member

ATTEST:


Stephanie F. Foy
(SEAL)

Great American Insurance Company

Surety

BY: 
Attorney-in-Fact
Lisa Nosal

Bond No. N/A

GREAT AMERICAN INSURANCE COMPANY®

OHIO

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Ohio and licensed to do business in the State of New Jersey

consents and agrees, that if the contract for the _____

Deal Lake Drive Improvements

be awarded to Black Rock Enterprises, LLC

the undersigned corporation agrees with the said City of Asbury Park

_____ to execute the final bond as required by the specifications, and to become surety in the full amount of the contract price for the faithful performance of the contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this 4th day of April, 2019.

GREAT AMERICAN INSURANCE COMPANY

By _____

Lisa Nosal, *Attorney-in-Fact*

GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than **FIVE**

No. 0 20526

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DONALD GOETZ	ALL OF	BOTH
ROBERT CULNEN	MENDHAM, NEW JERSEY	\$100,000,000
MARK CULNEN		
LISA NOSAL		
LOUIS VLAHAKES		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **21ST** day of **MARCH**, 2018.



[Signature]
Assistant Secretary

[Signature]
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this **21ST** day of **MARCH**, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

[Signature]

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **4th** day of **April**, 2019.



[Signature]
Assistant Secretary



301 East Fourth Street
Cincinnati, OH 45202

GreatAmericanInsuranceGroup.com

GREAT AMERICAN INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS AS OF DECEMBER 31, 2017

ADMITTED ASSETS

Bonds.....	\$	3,060,398,285
Stocks.....		1,120,055,822
Mortgage loans on real estate.....		308,124,727
Real estate (net of encumbrances).....		58,358,036
Cash and short-term investments.....		520,408,082
Other invested assets.....		430,810,257
Receivable for securities.....		7,897,029
Investment income due and accrued.....		27,048,212
Agents' and premium balances.....		594,218,747
Reinsurance recoverable on loss and loss expense payments.....		52,851,306
Net deferred tax asset.....		140,164,743
Receivable from affiliates.....		8,697,586
Receivable from Federal Crop Insurance Corporation.....		493,151,000
Company owned life insurance.....		182,436,210
Funds held as collateral.....		21,842,395
Funded deductibles.....		23,360,505
Other admitted assets.....		26,701,805
Total.....	\$	7,076,524,747

LIABILITIES, CAPITAL AND SURPLUS

Unpaid losses and loss expenses.....	\$	3,234,968,473
Reserve for underwriting expenses.....		250,415,601
Federal and foreign income taxes.....		16,201,046
Reserve for unearned premiums.....		1,213,165,459
Ceded reinsurance premiums payable.....		116,264,469
Funds held under reinsurance treaties.....		528,220,952
Retroactive reinsurance ceded.....		(152,393,446)
Other liabilities.....		201,309,283
Total liabilities.....		5,408,151,837
Capital stock.....	\$	15,440,600
Paid in surplus.....		801,812,831
Special surplus funds.....		108,684,165
Unassigned funds.....		742,435,314
Policyholders' surplus.....		1,668,372,910
Total.....	\$	7,076,524,747

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

SS:

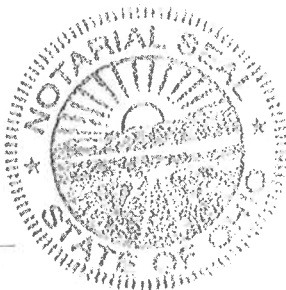
COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2017.

Subscribed and sworn to before me

this 15th day of March, 2018.

Public Notary
JENNIFER A. MEYER
Notary Public, State of Ohio
My Commission Expires 11-08-2021



Controller

Assistant Secretary

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. 9305)

(name of surety(ies)) GREAT AMERICAN INSURANCE COMPANY

surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2017, (most recent calendar year which capital and surplus amounts are available), which amounts have been certified on a Consolidated Certification by Ernst & Young LLP, 250 E. 5th Street, Cincinnati, Ohio 45202 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

SURETY COMPANIES(Y)

Great American Insurance Company

CAPITAL AND SURPLUS

\$1,668,372,910

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein on July 1, 2018 (most recent calendar year available) is as follows:

SURETY COMPANIES(Y)

Great American Insurance Company

LIMITATION

\$164,046,000

(4) The amount of the bond to which the statement and certification is attached is \$ 10% of Bid Amount Not to Exceed \$20,000.00
(fill in bond amount)

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

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

REINSURERADDRESSAMOUNT

and:

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying
agent for each surety on the bond)

I, Thomas M. Turner, as Divisional Vice President - Bond Division for Great American Insurance Company, a corporation domiciled in Ohio, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Thomas M. Turner

(Printed name of certifying agent/officer)

Divisional Vice President

(Title of certifying agent/officer)

Dated: April 4, 2019

(fill in month, day, year)

Certificate Number
667926

Registration Date: 02/09/2019
Expiration Date: 02/08/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Jacqueline Vale, Managing Member

Responsible Representative(s):
Manuel Darocha, Managing Member

Black Rock Enterprises, LLC
2019


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

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

NON TRANSFERABLE

Attachment: Bid Package Black Rock Enterprises (2019-193 : Awarding a contract for improvements to Deal Lake Drive)

STATE OF NEW JERSEY		DIVISION OF TAXATION TRENTON, NJ 08646
Certificate of Authority		
The person, partnership or corporation named below is hereby authorized to collect: NEW JERSEY SALES & USE TAX		
pursuant to N.J.S.A. 54:32B-1 ET SEQ.		
This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected.		
BLACK ROCK ENTERPRISES LIMITED 1316 ENGLISHTOWN ROAD OLD BRIDGE NJ 08857	Tax Registration No.: XXX-XXX-194/000 Tax Effective Date: 04-01-10 Document Locator No.: I0000399328 Date Issued: 06-02-12	<i>Michael J. Boy</i> Acting Director, Division of Taxation
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
BUSINESS REGISTRATION CERTIFICATE		
TAXPAYER NAME: BLACK ROCK ENTERPRISES LIMITED LIABILITY	TRADE NAME:	
ADDRESS: 1316 ENGLISHTOWN ROAD OLD BRIDGE NJ 08857	SEQUENCE NUMBER: 1424975	
EFFECTIVE DATE: 07/18/08	ISSUANCE DATE: 06/02/12	<i>James J. [Signature]</i> Director New Jersey Division of Revenue
FORM-BRC	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

JAMES J. FRUSCIONE
Director

CERTIFIED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **BLACK ROCK ENTERPRISES LLC** is a **WBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: August 13 2018
Certificate Number: 72361-15

Expiration: August 12, 2021

THE PORT AUTHORITY OF NY & NJ

John Degnan
Chairman

Patrick J. Foye
Executive Director

Black Rock Enterprises, LLC

This certificate acknowledges that the above-named firm is certified as a Woman-owned Business Enterprise.

Certification Date: December 17, 2015
Re-Evaluation Date: December 17, 2020



Lash Green, Director
Office of Business Diversity and Civil Rights

BLACK ROCK ENTERPRISES LLC
1316 ENGLISHTOWN RD
OLD BRIDGE, NJ 08857

State of New Jersey



**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034**



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$50,000,000	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK C059 -ROAD CONSTRUCTION & PAVING C056 -SEWER PIPING & STORM DRAINS C054 -SITE WORK C058 -UNDERGROUND WATER & UTILITIES	11/29/2018 11/29/2018 11/29/2018 11/29/2018 11/29/2018	11/28/2020

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

December 7, 2018

Jacqueline Vale, Managing Member
Black Rock Enterprises, LLC
1316 Englishtown Road
Old Bridge, NJ 08857

Re: Contractor Prequalification Notice
Federal Tax ID: 26-2873194

Dear Ms. Vale:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Black Rock Enterprises, LLC** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

<i>Trade(s)</i>	<i>Aggregate Rating</i>
CONCRETE/FOUNDATION FOOTINGS/MASONRY WORK	\$50 MILLION
SITE WORK	
SEWER PIPING & STORM DRAINS	
UNDERGROUND WATER & UTILITIES	
ROAD CONSTRUCTION & PAVING	

Your firm is prequalified by the NJSDA until **November 28, 2020**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

Firms like yours are critical to our success. Exciting opportunities are available for Small Business Enterprises (SBEs) in the Schools Construction Program. In order to enhance your participation in the program as an SBE-designated firm, the NJSDA is offering assistance in becoming registered as an SBE with the NJ Department of Treasury, Division of Revenue and Enterprise Services. Among other requirements, firms applying for SBE Registration must have fewer than 100 full-time employees.

To obtain information on the Standards of Eligibility for SBE Registration by the Division of Revenue and Enterprise Services, visit their website at <http://www.nj.gov/njbusiness/contracting> or call the Business Services Call Center at 609-292-2146.

Attachment: Bid Package_Black Rock Enterprises (2019-193 : Awarding a contract for improvements to Deal Lake Drive)



State of New Jersey

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

June 21, 2018

B5015
Identification No.

Black Rock Enterprises, LLC
1316 Englishtown Road
Old Bridge, NJ 08857

RE: NOTICE OF CLASSIFICATION

Dear Sir/Madam:

In accordance with Title 27:7-35.1 et. seq., and Regulations of the New Jersey Department of Transportation, you are hereby notified that the following CLASSIFICATION has been assigned to your firm by the Department:

Financial Capability
\$50,000,001 to \$100,000,000

Work Classification(s):

Project Rating

2a-Apply Bituminous Material	\$10,000,001 to \$20,000,000
3a-Grading & Bituminous Paving	" " "
8-General Concrete	" " "
22-Underground Utilities	" " "
24-Maintenance & Protection of Traffic	" " "
25-Milling	" " "

Your financial capability is based on (net working capital or net worth x 15) + (net book value of construction equipment less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x7) as determined by the Department from the information you submitted for the Close of Business on 12/31/17. See attachment for explanation.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

Attachment: Bid Package_Black Rock Enterprises (2019-193 : Awarding a contract for improvements to Deal Lake Drive)

NOTICE OF CLASSIFICATION
Black Rock Enterprises, LLC
Page 2

Please be advised that the supplementary provisions (Project specific Specifications) for all present & future Bridge Painting contracts requires all contractors and sub-contractors to have valid Certificates SSPC-QP1 & SSPC-QP2 issued by The Society for Protective Coatings (<http://www.sspc.org/>) at the time of bid and duration of the contract.

This CLASSIFICATION will be effective 7/3/18 and will expire 6/30/19.

Your financial capability is defined as the dollar threshold on the maximum amount of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted by the contractor in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a contractor shall be allowed to bid in a particular work type on an individual project.

Bids will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work types required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work type or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,



Keith A. Daniels

Manager

Bureau of Construction Services

* Attachment

Attachment: Bid Package_Black Rock Enterprises (2019-193 : Awarding a contract for improvements to Deal Lake Drive)



New Jersey Turnpike Authority

1 TURNPIKE PLAZA - P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095
TELEPHONE (732) 750-5300

PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LIEUTENANT GOVERNOR

DIANE GUTIERREZ-SCACCETTI, *Chair*
RONALD GRAVINO, *Vice Chairman*
MICHAEL R. DuPONT, *Treasurer*
RAYMOND M. POCINO, *Commissioner*
ULISES E. DIAZ, *Commissioner*
JOHN D. MINELLA, *Commissioner*
RAPHAEL SALERMO, *Commissioner*
JOHN M. KELLER, *Executive Director*

September 18, 2018
CERTIFIED MAIL

Black Rock Enterprises, LLC
1316 Englishtown Road
Old Bridge, NJ 08857

In accordance with the "Procedure for Prequalification and Award on New Jersey Turnpike Authority Construction Contracts" you have been prequalified to bid on construction contracts for the Authority on both the Turnpike and Parkway. You are eligible to bid on any contract for work within the following classification(s) and rating(s):

CLASSIFICATION	RATING
1. Grading and Drainage	Unlimited (increase)
2. Paving	Unlimited (increase)
4. General Construction, Highway	Unlimited (increase)

EFFECTIVE DATE: September 18, 2018

EXPIRATION DATE: September 17, 2019

The Contractor's Qualifying Statement form for filing your renewal along with prequalification requirements is available on the Authority's web site as follows:

<http://www.njta.com/doing-business/construction-and-maintenance-contracts>

then click on "Contractor Prequalification Requirements."

In order to be continuously eligible to submit bids for construction contracts undertaken by the Authority, your next Contractor's Qualifying Statement to prequalify in classification should be submitted one month before the above expiration date.

Very truly yours,

Robert J. Fischer, P.E.
Chief Engineer

Website address <http://www.njta.com/>

Attachment: Bid Package_Black Rock Enterprises (2019-193 : Awarding a contract for improvements to Deal Lake Drive)

Certification 46690

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2018** to **15-MAY-2021**



**BLACK ROCK ENTERPRISES, LLC
1316 ENGLISH TOWN ROAD
OLD BRIDGE NJ 08857**



Elizabeth Maher Muoio

**ELIZABETH MAHER MUOIO
State Treasurer**



CURRENT CONTRACT STATUS REPORT

NAME OF OWNER CONTRACT DESCRIPTION	ORIGINAL CONTRACT PRICE	WORK COMPLETED TO DATE	ESTIMATED COMPLETION DATE	CONTRACT AMOUNT TO COMPLETE	LIQUIDATED DAMAGES
County of Middlesex					
Improvements to Main St., South Amboy, NJ	\$2,835,156.70	\$0.00	OCT. 2019	\$2,835,156.70	NO
City of Plainfield					
Green Brook Multi-Use Trail	\$219,862.50	\$134,344.50	MAY 2019	\$85,518.00	NO
Township of East Brunswick					
Bicentennial Park- Handball Court	\$118,170.00	\$98,200.00	MAY 2019	\$19,970.00	NO
County of Ocean					
Reconstruction & Resurfacing of Various County Roads	\$3,209,348.23	\$1,947,206.12	JUNE 2019	\$1,262,142.11	NO
Township of East Brunswick					
2019 Road Improvement Program	\$2,056,728.10	\$0.00	SEPT. 2019	\$2,056,728.10	NO
Township of Holmdel					
Chestnut Ridge Culvert	\$307,510.00	\$267,342.88	APRIL 2019	\$40,167.12	NO
Borough of Keansburg					
Twilight Avenue Reconstruction	\$667,638.30	\$168,153.56	MAY 2019	\$499,484.74	NO
Township of Middletown					
Improvements to Thompson Avenue	\$323,193.30	\$232,930.18	MAY 2019	\$90,263.12	NO
Middlesex County College					
Bid # 19-24 Site Improvements 2019	\$1,090,000.00	\$0.00	AUGUST 2019	\$1,090,000.00	NO
Township of Piscataway					
2018 Road Reconstruction	\$1,686,720.00	\$1,183,872.35	JUNE 2019	\$502,847.65	NO
South Plainfield					
Lonsdale Dr., Orchard Dr., Risolli Terrace Improvements	\$491,040.00	\$461,156.34	MAY 2019	\$29,883.66	NO
Tinton Falls Board of Education					
Tinton Falls Middle School	\$600,841.45	\$555,948.97	MAY 2019	\$44,892.48	NO
Township of Little Egg Harbor					
2018 Sidewalk Improvement Project	\$620,966.00	\$456,585.05	JUNE 2019	\$164,380.95	NO
Borough of Fanwood					
Safe Routes on Madison Avenue	\$558,226.59	\$541,284.71	JUNE 2019	\$16,941.88	NO
TOTALS	\$14,785,401.17	\$6,047,024.66		\$8,738,376.51	

BLACK ROCK ENTERPRISES, LLC

COMPLETED CONTRACTS

NAME OF OWNER CONTRACT DESCRIPTION	ORIGINAL CONTRACT PRICE	FINAL CONTRACT PRICE	COMPLETION DATE	SCOPE OF WORK
NJ Department of Transportation <i>Maintenance Resurfacing Contract Central 2018</i>	\$4,479,566.00	\$6,979,566.00	APRIL 2019	Milling, Paving, Traffic Safety, Castings Inlet Replacement
City of Asbury Park <i>2016 Road Improvement Program</i>	\$3,628,779.93	\$3,988,963.82	DEC. 2018	Milling, Paving, Concrete Curbs Sidewalks, Handicap Ramps
County of Monmouth <i>Resurfacing of Various County Roads</i>	\$6,313,060.00	\$6,751,392.17	APRIL 2019	Milling, Paving, Concrete Sidewalks Curbs, Traffic Control, Landscaping
NJ Department of Transportation <i>DP# 16142, Route 82 Resurfacing, Contract# 000153670</i>	\$3,598,191.75	\$4,849,991.05	JAN. 2019	Milling, Paving, Concrete Curb Sidewalks, Handicap Ramps, Inlets
NJ Department of Transportation <i>DP# 17143, Route 1&9,Rt.28 Roadway Repair, Cont#N313</i>	\$7,381,602.96	\$7,777,746.89	DEC. 2018	Milling, Paving, Traffic Control Inlets & Castings
City of Trenton <i>Reconstruction & Resurfacing of Various City Roads</i>	\$2,130,000.00	\$1,879,479.91	JAN. 2019	Milling, Paving, Concrete Curbs Sidewalks, Handicap Ramps, Inlets
Township of Union <i>2018 Road Improvement</i>	\$1,585,143.70	\$2,009,821.50	NOV. 2018	Concrete Curbs, Sidewalks, Handicap Ramps Milling, Paving, Landscaping
Allendale Board of Education <i>Hillside Parking Lot</i>	\$147,795.75	\$174,343.77	NOV. 2018	Milling, Paving, Concrete Curbs Line Striping
County of Middlesex <i>Repairs & Modifications to Plainfield Ave. Underpass</i>	\$1,589,385.90	\$1,746,184.27	APRIL 2019	Retaining Wall, Concrete Barrier Curb Guiderail, Sanitary Sewer Repairs
County of Somerset <i>Resurfacing of Various County Roads</i>	\$8,811,528.88	\$8,876,254.02	AUGUST 2018	Milling, Paving, Traffic Control Inlet Replacement
Township of Berkeley <i>Improvements to Nelson Ct., Parisian Ct., Le Lamentin Dr.</i>	\$557,895.49	\$424,845.26	JULY 2018	Milling, Paving, Concrete Curbs and Sidewalks
Township of East Brunswick <i>Mason Avenue Watermain Upgrade</i>	\$433,545.28	\$398,819.37	JUNE 2018	Watermain Replacement Concrete Curbs & Sidewalks
Borough of Matawan <i>2017 Road Improvement</i>	\$1,341,223.33	\$1,270,317.83	NOV. 2018	Milling, Paving, Concrete Curbs Sidewalks, Handicap Ramps
City of Plainfield <i>Green Brook Multi-Use Trail</i>	\$219,862.50	\$219,862.50	FEB. 2019	Milling and Paving Landscaping, Drainage Repairs
Township of Hazlet <i>Improvements to West Susan St., W.Richard St...</i>	\$508,805.00	\$468,206.03	JAN. 2019	Underground Utilities, Concrete Curbs, Sidewalks, Milling and Paving
Township of Cherry Hill <i>2016 Road Management Program</i>	\$5,287,297.50	\$4,781,774.87	APRIL 2017	Milling, Paving, Handicap Ramps Sanitary Sewer, Concrete Curb, Sidewalks
Township of Neptune <i>Improvements to 10th Avenue</i>	\$462,261.22	\$415,287.93	DEC. 2017	Sanitary Sewer Repairs, Concrete Curbs Sidewalks, Milling and Paving
Borough of Flemington <i>East Main Street Improvements</i>	\$354,831.00	\$365,083.38	DEC. 2017	Milling, Paving, Concrete Curbs & Sidewalks Sanitary Sewer Repairs
County of Monmouth <i>Reconstruct Bridge MN-28 on Dey Grove Rd., Manalapan</i>	\$1,610,347.14	\$1,582,081.37	DEC. 2017	Excavation, Cofferdam, Sheet piling Bridge Deck, Wall, Abutments
Township of East Brunswick <i>Rues Lane Improvements</i>	\$865,927.56	\$805,024.79	DEC. 2017	Sanitary Sewer, Concrete Curb, Sidewalks Electrical, Milling, Paving
Township of East Brunswick <i>Bicentennial & Lenape Tennis Court Improvements</i>	\$379,041.47	\$379,037.69	APRIL 2017	Sports Courts Installation, Fencing Electrical, Landscaping, Grading

BLACK ROCK
ENTERPRISES, LLC

1316 Englishtown Road
Old Bridge, NJ 08857

P: (732) 967-6400

F: (732) 967-6402

Bank Reference:

Bank of America
Todd Lukaitis
395 Route 70 West
Lakewood NJ 08701
732-942-3522

Bonding Reference:

C&H Agency
Louis Vlahakes
783 Riverview Drive
Totowa, NJ 07512
973-890-0900

Insurance Reference:

IOA Northeast, Inc.
Thomas Fish
1451 Route 34, Suite 101
Farmingdale, NJ 07727
732-751-2900

Work References:

CME Associates
Trevor Taylor, P.E.
140 Route 9 South
Howell, NJ 07731
732-462-7400

Township of East Brunswick
Engineering Department
Keith Kipp, P.E.
1 Jean Walling Civic Center Dr.
East Brunswick, NJ 08816
732-390-6262

Leon S. Avakian, Inc.
Joe O'Neil, P.E.
788 Wayside Road
Neptune, NJ 07753
732-922-9229

Borough of Milltown
Don Hermann
39 Washington Ave.
Milltown, NJ 08850
732-828-2100

City of Elizabeth
Steven P. Rinaldi, PLS, PP
50 Winfield Scott Plaza
Elizabeth, NJ 07201-2462
908-820-4278

T&M Associates
Christine Ballard, P.E.
11 Tindall Rd.
Middletown, NJ 07748
732-671-6400

Henkels & McCoy
Tony Pinho
450 County Avenue
Cliffwood, NJ 07721
732-765-8211

Garden State Sealing
Richard Manners
300 Commerce Drive
Tinton Falls, NJ 07753
732-245-7285

County of Union
Paul Leso
2325 South Ave.
Scotch Plains, NJ 07076
908-789-3690

Sa & Sons Construction
Alfred Sa
PO Box 4333
Warren, NJ 07059
908-754-0884

Remington, Vernick & Vena Engineers
George Allen
3 Jocama Blvd.
Old Bridge, NJ 08857
609-680-8820

City of Perth Amboy
Utility Service Affiliates
Luis Jimenez
260 High Street
Perth Amboy, NJ 08861
732-442-2397

CME Associates
David Coats, P.E.
3141 Bordentown Ave.
Parlin, NJ 08859
732-727-8000

Township of Parsippany
George Winter, PE
1001 Parsippany Blvd.
Parsippany, NJ 07054
973-263-7263

MSP Construction
Danny Pereira
126 Walnut Street
Newark, NJ 07105
908-310-9159



EQUIPMENT BREAKDOWN

#	Year	Make	Model	Serial #
P101	2012	RoadTec Asphalt Paver	RP195	273
P102	2004	Volvo Blaw Knox Paver	PF5510	8708
P103	1999	Blaw Knox Track Asphalt Paver	PF5510	55102562
P104	2015	Caterpillar Track Asphalt Paver	AP1055F	TJ500256
P105	2017	Caterpillar Track Asphalt Paver	AP655F	MH600243

M101	2009	Wirtgen Asphalt Milling Machine	2200	0821-0455
M102	2005	Wirtgen Milling Machine	2200	8210244
M103	2015	Wirtgen Milling Machine	W250i	#0622.0047
M104	2017	Wirtgen Milling Machine	W250i	#0622.1046

B101	2010	John Deere Backhoe	410J	1T0410JXCA0188905
B102	2007	John Deere Backhoe	410J	JX145562
B103	2007	John Deere Backhoe	410J	T0410JX150506
B105	2003	John Deere Backhoe	410G	T0410GX924299
B106	2014	John Deere Backhoe	410K	1T0410KXKEE266619
B107	2007	John Deere Backhoe	310SG	T0310SG936017
B108	2010	John Deere Backhoe	310SJ	1T0310SJCA0186237
B109	2000	John Deere Backhoe	401G	T0410GX893374

R101	2009	Caterpillar Roller	CB24	24001267
R102	2009	Caterpillar Roller	CB54	0JLM00130
R104	1994	Ingersoll Rand Roller	SD70D	16685
R105	n/a	Ingersoll Rand Roller	DD90M	183536
R107	2013	Caterpillar Roller	CB54XW	JLM00667
R108	2013	Caterpillar Roller	CB25	24002787
R109	2015	Hamm Roller	HD12VV	H230.0150
R110	2016	Wacker Trench Roller	RTKX-SC3	24335161
R111	2015	Hamm Asphalt Roller	HD120iV0	H207.0098
R112	2017	Wacker Trench Roller	RTKX-SC3	24331984

E101	2003	Komatsu Excavator	PC228	SAA6D102E
E102	1990	Caterpillar 25' Stick	225DLC	1SCTSH225DLCG
E104	2013	Caterpillar Excavator	328DLCR	RMX00521
E105	2008	Caterpillar Excavator	314CLCR	PCA01841
E106	2016	Case Excavator	CX145C	DAC145K6NGS6E1800
E107	2016	Komatsu Excavator	PC88MR-10	7597

SW101	2007	Freightliner Sweeper	Truck	1FVACXDC57HW86657
SW102	n/a	Rosco Sweeper	RB48	34412
SW103	2010	Broce Sweeper	KR350	406900

Attachment: Bid Package_Black Rock Enterprises (2019-193 : Awarding a contract for improvements to Deal Lake Drive)

SK102	n/a	Caterpillar Loader	950G	3JW0
SK103	2012	Komatsu - 6 Wheel Loader	WA320	A35283
SK104	2016	Caterpillar Skid Steer	299D2 HF	FD200540
SK105	2017	Kubota Compact Track Loader	SVL95-2SHFC	36543

D101	n/a	Caterpillar Dozer	D4H XL	BPJ1485
D102	2001	John Deere Dozer	650G	T0650HX901014
D103	2015	Caterpillar Dozer	D5K2 LGP	KY200677

FL101	n/a	Hyster Pneumatic Fork Lift	H110XL	G005A1134W
FL102	2010	Polaris Ranger (go cart/golf cart)	800	4XAWH76AXB2181201
FL103	n/a	Caterpillar Telehandler Forklift	TL1255	S/N: TBN00684

C101	2008	Atlas Compressor	185CFM	S/N: 1A1A321140
C102	2005	Kaesar Air Compressor	M27	S/N: 1099
C103	2006	Kaesar Air Compressor	M57	S/N: 1299
C104	n/a	Doosan Air Compressor	P185WJD	408258
C105	2017	Message Board /Trailer	SMC1000ST	1P91D1215HG301148 (S/N: 383)
C106	2017	Message Board /Trailer	SMC1000ST	1P91D1217HG301149(S/N: 386)
C107	2017	Message Board /Trailer	SMC1000ST	1P91D1218HG301158 (S/N: 385)
C108	2017	Message Board /Trailer	SMC1000ST	1P91D1214HG301156 (S/N: 363)
C109	2016	Message Board /Trailer	SMC1000ST	1P91D1214GG301981 (S/N: 010032)
C110	2017	Message Board /Trailer	SMC1000ST	1P91D1211HG301017 (S/N: 0322)
C111	2017	Message Board /Trailer	SMC1000ST	1P91D1211HG301003 (S/N: 010024)
C112	2017	Message Board /Trailer	SMC1000ST	1P91D1214HG301030 (S/N: 010030)
C113	2017	Atlas GPCO 185CFM Compressor	XAS185	H0P053176

SCI01	2003	Read Ambassador Screener		R2070210
-------	------	--------------------------	--	----------

REC1	n/a	KM International Infrared Asphalt Recycler		S/N# KM2-18X
REC2	2016	Miller Asphalt Curb Form Machine	MC650	J14237
REC3	2016	Pal Series Hot Cold Pressure Washer	HHS-3004-2E2G	15105315
REC4	2015	CRAFCO Super Shot Tank & Trailer	125D	1C9SY101X51418285

Z101	n/a	Asphalt 40" Zipper		S/N: 100475
------	-----	--------------------	--	-------------

LT101	n/a	Genie Light Tower		S/N: TML04760
LT102	n/a	Terex (4) 1000 watt Light Tower	RL4000	S/N: RL410-2526



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
 (609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.nj.gov

FORM BE

FOR STATE USE ONLY

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

Part 1: General InformationDate of Statement March 20, 2019Activity for Calendar Year 2018
☐ Check if
Amendment
Part 2: Business Entity InformationBusiness Name BLACK ROCK ENTERPRISES, LLCBusiness Type Other Business OrganizationAddress 1 1316 ENGLISHTOWN ROAD

Address 2 _____

City OLD BRIDGEState New JerseyZip 08857*(Area Code) Telephone Number 732-967-6400**ACKNOWLEDGEMENT**

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

First Name JACQUELINELast Name VALETitle/Position MANAGING MEMBERDate March 20, 2019*(Area Code) Telephone Number 732-967-6400
☒ Check this box to certify the above acknowledgement.

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

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

*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy · Lt. Governor Sheila Oliver

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Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form BE 2018.pdf

Confirmation number : 20183029584

Business Entity Name : BLACK ROCK ENTERPRISES, LLC

Filing Year : 2018

The information was received on : 03/20/2019

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

Print this page for your records.

[TOP](#)

Attachment: Bid Package_Black Rock Enterprises (2019-193 : Awarding a contract for improvements to Deal Lake Drive)



BLACROC-04

WISTHD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2019

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

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

PRODUCER License # 0E67768
Insurance Office of America, Inc.
1451 Route 34, Suite 101
Farmingdale, NJ 07727

CONTACT NAME: Tammy Little
PHONE (A/C, No, Ext): (732) 378-7891 44154 **FAX (A/C, No):** (732) 751-2929
E-MAIL ADDRESS: Tammy.Little@ioausa.com

INSURED

Black Rock Enterprises, LLC
1316 Englishtown Road
Old Bridge, NJ 08857

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Family Home Insurance Company	23450
INSURER B :	United States Fire Insurance Company	21113
INSURER C :	North River Insurance Company	21105
INSURER D :	Starr Indemnity & Liability Company	38318
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CG2001/CG2010/CG2037 ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			88A5GL0000271-04	03/27/2019	03/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY FM114.0.1378 11/11 ☒ NON-OWNED AUTOS ONLY CA9948 10/13			133-745395-5	03/27/2019	03/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			5811103314	03/27/2019	03/27/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5811112512	03/27/2019	03/27/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

For Insurance Verification Purposes Only

ACORD 25 (2016/03)

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1316 Englishtown Road
Old Bridge, NJ 08857
P: (732) 967-6400 F: (732) 967-6402

Principals' Info & Experience

Name: Jacqueline Vale

Address: 13 Villa Farms Circle
Monroe, NJ 08831

Title: Managing Member

Years of Construction Experience: 15 Years

Magnitude & Type of Work: Construction Office Management

In What Capacity: \$25 Million+

Name: Manuel DaRocha

Address: 208 W. Greystone Road
Old Bridge, NJ 08857

Title: Managing Member

Years of Construction Experience: 20 Years

Magnitude & Type of Work: Field Operations Management

In What Capacity: \$25 Million+

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

BLACK ROCK ENTERPRISES, LLC

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

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

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

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1316 ENGLISHTOWN ROAD

6 City, state, and ZIP code

OLD BRIDGE, NJ 08857

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 2 8 7 3 1 9 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Jacqueline Vale

Date ►

4/4/2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



YOUR GOALS. OUR MISSION.

ASPK-00764

April 4, 2019
(Via email)

Mr. Michael N. Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Deal Lake Drive Improvements
Recommendation to Award Bid**

Dear Mr. Capabianco:

On Thursday, April 4, 2019, four (4) bids were received for the above referenced project. This project consists of roadway reconstruction, curb, sidewalk, and drainage, as well as sanitary sewer repairs on Deal Lake Drive, between the Rt 71/Park Ave. intersection eastward to the municipal border with Loch Arbor.

A bid summary is provided below and complete bid tabulation is attached for your reference.

Black Rock Enterprises, LLC	\$ 1,138,701.05
L&L Paving, Inc.	\$ 1,156,892.50
Lucas Brothers, Inc.	\$ 1,171,717.11
Earle Asphalt	\$ 1,363,213.13
<i>Engineer's Estimate</i>	<i>\$ 1,245,113.50</i>

The apparent low bidder is Black Rock Enterprises, LLC of Old Bridge, NJ. T&M has worked with Black Rock on past projects in the City of Asbury Park and find their work to be acceptable. We have also contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, Black Rock Enterprises, LLC., for the project bid amount of **\$1,138,701.05**.

Award of the contract should be made contingent upon certification of the availability of funds by the CFO, review of the bid package by the City Attorney, and concurrence of award by NJDOT.

Attachment: Capabianco_CAB_Deal Lake Drive_Recommendation of Award Letter (2019-193 : Awarding a contract for improvements to Deal



Le: Michael N. Capabianco, City Manager

Re: Deal Lake Drive Improvements
Recommendation to Award Bid

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD

CLIENT MANAGER

On Behalf of:

CHRISTINE A. BALLARD, P.E.

ASBURY PARK CITY ENGINEER

JDH:jdh

Enclosures

Cc: Tracy Lizardi, City Purchasing Agent
Cindy Dye, City Clerk (via email)
Frederick C. Raffetto, City Attorney (via email)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)



RESOLUTION NO. 2019-194

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

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS IT EQUIPMENT

WHEREAS, the City has a need to purchase IT Equipment for the Police Department;
and

WHEREAS, the City has obtained the attached:

- Dell Marketing, LP in the amount of \$6,624.08 off of NJ State Contract #A89967, Dell Contract WN23AGW

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$6,624.08; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-177-011. 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 various IT equipment in the amount of \$6,624.08 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-194 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



Savings	\$2,757.24
Subtotal (12)	\$6,624.08
Estimated Shipping	\$0.00
Total	\$6,624.08

✓ You've successfully saved a new eQuote - #1026991833009

Details

TSU
Quote number # 1026991833009
Created April 29, 2019
Expires June 28, 2019
Created by
Joe.Dellaragione@cityofasburypark.com

Billing

Order contact
Joe Dellaragione, City of Asbury Park
Dell Contract Code: WN23AGW
Customer agreement number: MNWNC-108/89967
Phone number: (732) 775-2100
Additional::
Joe.Dellaragione@cityofasburypark.com
Billing information
JOE DELLARAGIONE, CITY OF ASBURY PARK
1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712-0000
Customer number: 4593011
Phone number: (908) 775-2100
Additional::
JOE.DELLARAGIONE@CITYOFASBURY PARK.COM
Tax exemption
I am tax exempt

Shipping

Shipping information
JOE DELLARAGIONE, CITY OF ASBURY PARK
1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712-0000
Phone number: (908) 775-2100
Additional::
JOE.DELLARAGIONE@CITYOFASBURY PARK.COM
Delivery method
FREE Standard Delivery
Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
-------	----------	------------	------------

Bundle: OptiPlex 3050 Tower - Build your own



OptiPlex 3050 Tower - Build your own

Discounted unit price: \$1,363.64

Premier discount
Catalog Number: 26 / xctoo3050mtusr
-\$2,566.84

Category	Description	Code	SKU	ID
OptiPlex 3050 MT	OptiPlex 3050 Mini Tower XCTO	3050TX	[210-AKHO]	1
Processor	Intel® Core™ i7-7700 (QC/8MB/8T/3.6 GHz/65W); supports Windows 10/Linu x	I77700	[338-BKYX]	146
Operating System(s)	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Microsoft Office	No Productivity Software	NOPSW	[630-AAPK]	1002
Memory	16GB 2x8GB DDR4 2400MHz Memory	16G2D4	[370-ADJS]	3
Additional Hard Drive	No Additional Hard Drive	NADDHD	[401-AANH]	637

Attachment: DELL MARKETING POLICE QUOTE (2019-194 : Authorizing the Purchase of Various IT Equipment)

Category	Description	Code	SKU	ID
Video Card	AMD Radeon™ RX 550, 4GB, (DP/mDP/mDP)	GR01BYP	[490-BERJ]	6
Hard Drive	2.5" 512GB SATA Class 20 Solid State Drive	512SSD	[400-AOVM] [575-BBGL]	8
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	8DVDRW	[325-BBRL] [429-AAJV]	16
Media Card Reader	Dell Media Card Reader	MCR	[429-AAZL]	10
Wireless	No Wireless	NOWRLS	[555-BBFO]	19
Driver	No Wireless	NOWRLS	[555-BBFO]	7
Serial Port/PS2 Adapter	No Add On Cards	NOADDIN	[382-BBBZ]	698
Chassis Options	OptiPlex 3050 MT PSU (Bronze)	MTBRNZ	[321-BCKB]	116
Keyboard	Black Dell KB216 Wired Keyboard (English)	US216B	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse	MS116B	[275-BBBW]	12
Cables and Dongles	NO ADAPTER	NOADPTR	[470-AAJL]	592
External Speakers	No External Speaker	NOESPK	[817-BBBC]	200095
Non-Microsoft Application Software	Windows 10	WIN10	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV]	1003
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
E-Star	No E-Star	NOESMRT	[387-BBCG]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Hard Drive Cables and Brackets	No Hard Drive Caddy	NOBRKT	[575-BBKX]	705
Chassis Intrusion Switch	No Chassis Intrusion Switch	NONRSN	[461-AAEI]	289
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Placemat	Documentation, English, French, Dell OptiPlex 3050	DOCENFR	[340-BKBU]	60
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[340-ABJI]	50
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFD0C	[340-AGIK]	21
Hard Drive Software	NO INTEL RESPONSIVE	NOINTR	[551-BBBJ]	707
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-ABFE]	49
CompuTrace Offerings + Stoptrack Label	No Computrace	NCTRACE	[461-AABF]	697
TPM Security	Trusted Platform Module (TPM Enabled)	TPM	[329-BBJL]	297
UPC Label	No UPC Label	NOUPC	[389-BCGW]	292

Attachment: DELL MARKETING POLICE QUOTE (2019-194 : Authorizing the Purchase of Various IT Equipment)

Category	Description	Code	SKU	ID
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	CW8DN	[658-BBTV]	597
Processor Branding	LABEL,INTEL,Ci7,6,SML	KCI7SML	[389-BLST]	749
Power Cord	System Power Cord (English)	US125V	[450-AAOJ]	20
Packaging	Shipping Material for System, Minitor	SHPDAO	[340-BKFJ] [389-BBUU]	465
Regulatory Label	Reg Label, MT, MEX,STD	REGMEX	[389-BRLE]	676
Transportation from ODM to region	Standard shipment	STD	[800-BBIO]	200080
Hardware Support Services	3 Years ProSupport with Next Business Day Onsite Service	PN3	[803-8583] [803-8646] [803-8702] [989-3449]	29

Grouped with your OptiPlex 3050 Tower - Build your own



Dell 24 Monitor - E2417H

8

\$169.99

\$1,359.92

Discounted unit price: \$146.19

Premier discount

-\$190.40

Catalog Number: 26 / e2417hcc

Category	Description	Code	SKU	ID
Dell E2417H 24 Monitor	Dell 24 Monitor - E2417H	E2417H	[210-AIWG]	1
Hardware Support Services	3 Years Advanced Exchange Service	AE3Y	[814-9340] [814-9341]	29

Bundle Total: \$6,624.08

Savings: \$2,757.24

Subtotal (12): \$6,624.08

Savings \$2,757.24

Subtotal (12) \$6,624.08

Estimated Shipping \$0.00

Total \$6,624.08

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon. - Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

Attachment: DELL MARKETING POLICE QUOTE (2019-194 : Authorizing the Purchase of Various IT Equipment)

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^{**}Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

[†]Subject to applicable law and regulations.

ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.

Attachment: DELL MARKETING POLICE QUOTE (2019-194 : Authorizing the Purchase of Various IT Equipment)



RESOLUTION NO. 2019-195

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

RESOLUTION AUTHORIZING THE PURCHASE OF SUV FOR CODE ENFORCEMENT

WHEREAS, the City has a need to purchase an SUV for Code Enforcement; and

WHEREAS, the City has obtained the attached quotes totaling \$32,705.72:

- 2020 Ford Utility Interceptor from Winner Ford off of N.J. State Contract #88728 totaling \$31,832.00
- East Coast Emergency Lighting for installation of safety lighting in the amount of \$873.72 off of NJ State Contract #81336; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-177-004. The maximum amount 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 \$32,705.72; and

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-195 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK



Linda Hoffman
856-214-0759 Phone
856-488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

2020 Ford Utility Interceptor Base Vehicle	30344.00
• 99B 3.3L V6 Engine • 44U 10 Speed Auto Transmission • Heavy Duty Rubber Floor • Cloth Front Bucket/Vinyl Rear Seat • Power Windows/Locks/Mirrors • Air Conditioning • AM/FM Stereo • Tilt Steering • Rear Window Defroster • Headlamps Prep Pkg. • SYNC • Ford Telematics, includes Modem & 2 Year Trial Subscription • 60R Radio Noise Suppression • 87R Back up Camera Rearview Mirror Display • 86T Tail Light Prep Pkg. • 549 Power Heated Mirrors • 18D Global lock/unlock feature • 60A Pre-Wiring for grille LED lights, siren and speaker • 65U Interior Upgrade Package • 65L Full Wheel Covers • 55F Keyless Entry • EAI53 80 Amp Power Source	
Total	31832.00

East Coast Emergency Lighting, Inc

200 Meco Drive
Millstone Twp, NJ 08535

Quote

Date	Estimate #
5/10/2019	20211

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Ship To
City of Asbury Park 800 Main Street Asbury Park, NJ 07712 Attn: Kevin Keddy

P.O. No.	Rep

Item	Description	Qty	Cost	Total
	Ford Explorer 4WD - CODE ENFORCEMENT			
ISFL346	NEW JERSEY STATE WHELEN CONTRACT #81336	1	323.46	323.46
ISSA	INNER EDGE FST LC 6-LT UTILITY****	6	0.00	0.00
	INNER EDGE FST/RST SOLO AMBER			
ITRAYL8	Inner Edge RST Series Lighbar SOLO****	1	550.26	550.26
IS348	INNER EDGE RST 8/10-LT UTILITY	1	0.00	0.00
ISSA	INNER EDGE FST/RST SOLO AMBER	8	0.00	0.00
	Attn: Kevin Keddy 732-502-0186 Kevin.Keddy@cityofasburypark.com			
****denotes a special order item which cannot be cancelled, exchanged, nor returned.				
Total				\$873.72

Attachment: WINNER FORD & EAST COAST QUOTES (2019-195 : Authorizing the purchase of SUV for Code Enforcement)



RESOLUTION NO. 2019-196

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

RESOLUTION AUTHORIZING THE EXTENSION FOR EMERGENCY MEDICAL SERVICES BILLING

WHEREAS, on March 30, 2016 the Temporary Purchasing Agent accepted one bids in response to the Request For Proposals for Emergency Medical Billing Services; and

WHEREAS, the contract was for two years, terminating on May 31, 2019 with a mutual option for two (2) one (1) year extensions; and

WHEREAS, it is to the City's best interest to extend the contract through May 31, 2020; and

WHEREAS, Revenue Guard has expressed an interest in extending the contract for a one (1) year period; and

WHEREAS, the City Manager is hereby authorized to sign any contracts associated with a contract extension; and

WHEREAS, no City resident is balanced billed for services;

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-196 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

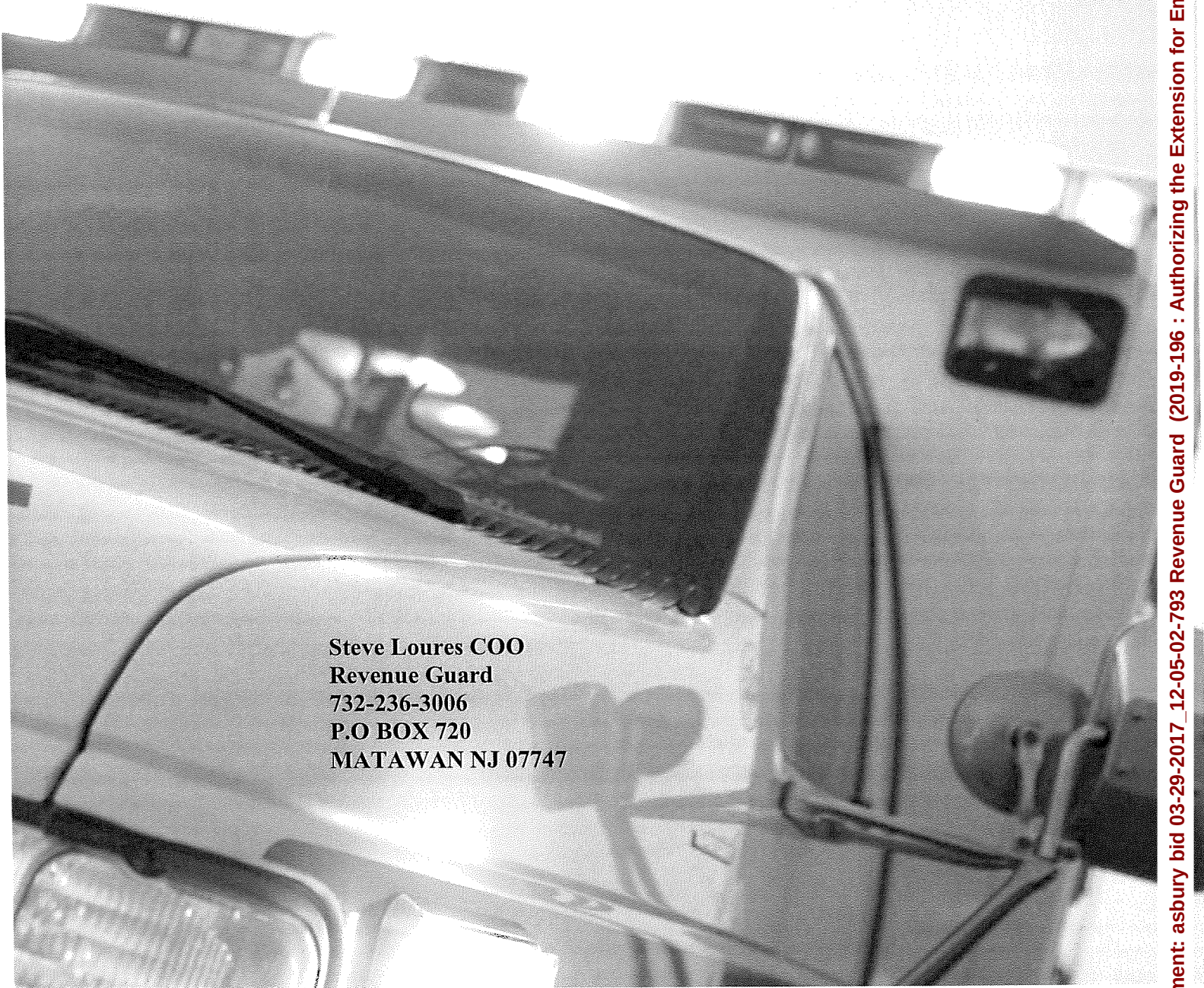
CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK

REVENUE GUARD

*NEW JERSEY EXPERTS IN
AMBULANCE BILLING & COMPLIANCE*

*Emergency Medical Billing Services
Request for Proposal Response
City of Asbury Park, New Jersey **BID***



Steve Loures COO
Revenue Guard
732-236-3006
P.O BOX 720
MATAWAN NJ 07747

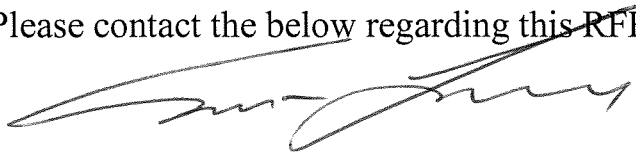
REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

To the City Manager/ City of Asbury Park

Revenue Guard is pleased to present this information for your review. Our objective is to ensure that your organization develops the highest level of cash flow and legal compliance when adjudicating medical claims. In addition, Revenue Guard understands all aspects of the NJ EMS billing process

Please contact the below regarding this RFP:



Steve Loures
VP and Chief Operating Officer
Revenue Guard Medical Claims Management
50 Route 9 North
Morganville, NJ 07751
C (732) 236-3006
F (732)359-1555
Steve@Revenue-Guard.com

XVI. PROPOSAL FORM

City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712

In accordance with your Notice to Bidders, the Bid Proposal, General, Instructions, Conditions and Specifications, we wish to quote the following: **Emergency Medical Billing Services.**

The City of Asbury Park is seeking bids using an incentive based scale to maximize reimbursement of the ambulance services. An example has been provided.

EXAMPLE:

Percentage	Range
<u>5</u> % of	\$ <u>0</u> up to \$ <u>100,000</u>
<u>10</u> % of	\$ <u>101,000</u> up to \$ <u>200,000</u>
<u>15</u> % of	\$ <u>201,000</u> up to \$ <u>Max</u>

Percentage is based in the collections of received cash by the bidder.

Percentage	Range
<u>7</u> % of	\$ <u>0</u> up to \$ <u>250,000</u>
<u>8</u> % of	\$ <u>250,000</u> up to \$ <u>500,000</u>
<u>10</u> % of	\$ <u>500,000</u> up to \$ <u>1,000,000</u>
<u> </u> % of	\$ <u> </u> up to \$ <u> </u>

Name of Bidding Company: REVENUE GUARD.
 Address: 50 RT 9 NORTH MORGANVILLE NJ
 Contact Person: STEVE LOURES.
 Phone Number: 732-236-3006.
 E-mail: STEVE@REVENUEGUARD.COM



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATION AS A QUALIFIED THIRD PARTY BILLING SERVICE

Trenton, NJ
May 6, 2008

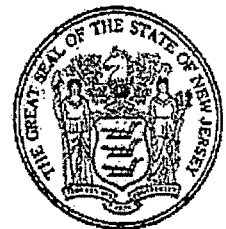
I, Steven M. Goldman, Commissioner of Banking and Insurance of the State of New Jersey do hereby certify that

Revenue Guard Medical Claims Management, LLC
Certification # 20-3756504

has complied with all the requirements of N.J.S.A. 17B:27B-1 of the "Revised Statutes" of this State with respect to operating as a third party billing service and is duly authorized to operate as such in this State on and after May 6, 2008 unless and until such authority is suspended or revoked pursuant to N.J.S.A. 17B:27B-5.

IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed my Official Seal,
at Trenton, NJ, the day and year above written.

Steven M. Goldman
Commissioner of Banking and Insurance



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IV. DECLARATION OF OWNERSHIP

As required by Chapter 33, Laws of 1977 the following statement must accompany or be submitted prior to your bid. Your bid can not be honored unless such statement is completed.

Names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders or partners is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until name and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Name	Address	City, State	Zip
JAMES LOONER	100 LINCOLN AVE	AVON BY THE SEA	07714

(Use additional sheets, if necessary, and attach hereto)

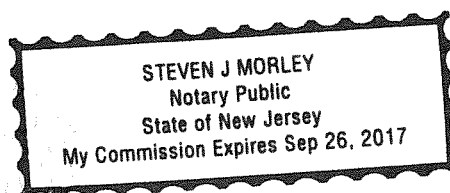
I make this certification individually and on behalf of said entity with full knowledge that the City will rely on this certification in awarding any bids and that any misrepresentations herein shall subject the entity and me to all penalties provided by Chapter 33 of the Public Laws of 1977.

Signed: [Signature] Date: 3-20-17
 Printed Name & Title: STEVE LOONER COO

NOTARY PUBLIC

Sworn before me this 30th day of March 2017.

[Signature]
 Signature of Notary Public
 My Commission Expires:



VIII. STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business REVENUE - GUARD MEDICAL CLAIMS MGT

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

OR

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

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☒ Subchapter S Corporation

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

Stockholders:

Name: JAMES LOURES.
 Home Address: 100 Lincoln Ave
AVOID BY THE SEA OTT

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

Name: _____
 Home Address: _____

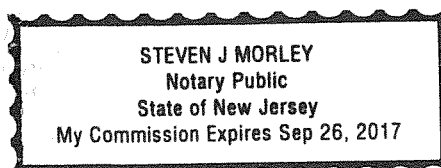
[Signature]
 (Affiant)

STEVE LOURES COO
 (Print name & title of affiant)
 (Corporate Seal)

NOTARY PUBLIC

Sworn before me this 20 day of MARCH 2017.

[Signature]
 Signature of Notary Public
 My Commission Expires:



XVII. GENERAL CONTRACT INFORMATIONBUSINESS NAME: REVENUE GUARD MEDICAL CLAIMS MGBUSINESS ADDRESS: 50 RT 9 NORTH MORGANVILLE NJCONTACT PERSON: STEVE LOUISLOCATION OF YOUR OFFICE FROM THE CITY OF ASBURY PARK, CITY MUNICIPAL BUILDING, 1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712 (DISTANCE IN MILES): 17TELEPHONE NUMBER(S): 732-236-3006

FAX NUMBER: _____

EMAIL ADDRESS: STEVE@REVENUEGUARD.COMWEB-SITE ADDRESS: REVENUEGUARD.COM

FEDERAL I.D. NO.: _____

SIGNATURE: DATE: 3-20-17NUMBER OF DAYS REQUIRED PRIOR TO START-UP OF SERVICE (DAYS): 15NAME AND MODEL OF COMPUTER SOFTWARE BEING UTILIZED FOR THIS CONTRACT: TRITECH

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Additional Clients

Robert Wood Johnson / Barnabas Health

RWJHN has trusted Revenue Guard to maximize ambulance revenue and provide compliant claims management for over **14 years**. We have been measured by revenue cycle Vice Presidents, accounts receivable managers, hospital consultants and have received outstanding performance reviews. Revenue Guard has provided EMS claims management and compliance guidance that have proved to be successful over the long term. Currently, we adjudicate over 35,000 EMS claims per year for RWJHN.

Revenue Guard provides the following service levels of Revenue Recovery

- Mobile Intensive Care Unit Paramedic (MICU)
- City of New Brunswick BLS-E 911
- Adult Specialty Care Transport Unit (SCTU)
- Neonatal and Pediatric Specialty Care Services (NICU-PICU)
- Piscataway Township BLS-E 911
- Hamilton Township BLS-E911
- Franklin Somerset Township BLS-E 911

Hackensack Meridian Heath System

HUMC realized that EMS collections, awareness in EMS compliance, and detail in billing procedures were lacking. Revenue Guard was thus contracted to manage HUMC claims and maximize its revenue. Revenue-Guard has substantially increased the Net Revenue compared to in house collections efforts.

Currently, we adjudicate over 25,000 EMS claims per year for HUMC.

Revenue Guard provides the following service levels of Revenue Recovery

- Mobile Intensive Care Unit Paramedic (MICU)
- City of Hackensack BLS-E 911
- Adult Specialty Care Transport Unit (SCTU)
- Hospital General Ambulance Transport
- Neonatal and Pediatric Specialty Care Services (NICU-PICU)

Holy Name Medical Center

Revenue Guard acquired the billing contract after DM medical billing failed to collect maximum cash as per the Hospital VP. We have increased revenue and detailed reporting systems. We have delivered a substantial increase in net revenue per billable event since inception 4 years ago. Additionally, assisted with compliance guidance that has proven to be successful.

St Joseph's Healthcare System

St Joseph's Healthcare System, located in the **City of Paterson NJ**, and has contracted with Revenue Guard to increase Net Revenue per MICU treatment. Combined with the City of Paterson contract above, Revenue Guard provides all EMS BLS and MICU Billing and compliance in the city of Paterson. This is of slimier size and scope. We have delivered a substantial increase in net revenue per billable event since inception 4 years ago. Additionally, assisted with compliance guidance that has proven to be successful. The demographics and payer mix are similar to the City of Newark and Camden. Currently, we adjudicate over 9,000 all MICU claims per year for St Joseph's Health Care

Atlantic Health System

AHS realized that EMS collections, awareness in EMS compliance, and detail in billing procedures were lacking. Revenue Guard was thus contracted to manage claims and maximize its revenue. We also bring prior Air Ambulance experience and currently bill Air 1 EMS Helicopter trips for HUMC. Revenue-Guard has substantially increased the Net Revenue compared to in house collections efforts. Currently, we adjudicate over 60,000 EMS claims per year for HUMC.

Revenue Guard provides the following service levels of Revenue Recovery

- Mobile Intensive Care Unit Paramedic (MICU)
- BLS-E 911
- Adult Specialty Care Transport Unit (SCTU)
- Hospital General Ambulance Transport
- Neonatal and Pediatric Specialty Care Services (NICU-PICU)

Hackettstown Regional Medical Center

HUMC realized that EMS collections, awareness in reimbursement techniques, and detail in billing procedures were lacking. Revenue Guard was thus contracted to manage claims and maximize revenue. Revenue Guard has surpassed expectations and has promoted growth, profitability, and legal compliance while meeting the organization's demands and goals. Currently, we adjudicate over 7000 EMS claims per year

- Hospital Ambulance General Transport
- Municipal 911 mutual aid in local area.
- Adult Specialty Care Transport Unit

Saint Clare's Health System

Saint Clair's realized that EMS collections, compliance and awareness in reimbursement techniques were lacking. Revenue Guard was thus contracted to manage claims and maximize revenue. Revenue Guard has surpassed expectations and has promoted growth

- Hospital Ambulance General Transport
- Municipal 911 mutual aid in local area.
- Adult Specialty Care Transport Unit

City of Paterson New Jersey

Revenue Guard has worked closely with the City of Paterson Fire Department EMS and has increased Net Revenue over previous vendors. Revenue Guard management has worked to improve field documentation and charting that has ultimately increase compliance and net revenue. The contract leaders are extremely satisfied with our contract performance.

Additional Revenue Guard Client List

Emergency Medical Service Clients

- City of Clifton Fire
- West Orange Fire Department
- Clifton Fire Department
- Township of Union Fire
- Nutley EMS
- Rochelle Park EMS
- Lodi Volunteer Ambulance Rescue Squad
- Woodbridge Twp Ambulance & Rescue
- Township of Union Emergency Medical Unit.
- Passaic County Sheriff's Department
- Bloomfield Township
- Township of Belleville
- Carteret Fire & EMS
- Township of Lakewood
- Township of Brick
- South Brunswick Township EMS
- Ironbound Ambulance Squad(Newark EMS)
- Rutgers University EMS
- Borough of South River EMS
- Hackensack Volunteer EMS
- West Orange FAS
- Borough of Fair Lawn
- Borough of Maywood

And 20 more more

**REQUIRED REFERENCE LIST OF NEW JERSEY
GOVERNMENTAL/MUNICIPAL CUSTOMERS**

NAME OF BUSINESS: CITY OF PATERSON FIRE DEPT
 BUSINESS ADDRESS: 850 MARION AVE. PATERSON, NJ 07505
 TELEPHONE NUMBER: 973-903-2848
 FAX NUMBER: /
 EMAIL ADDRESS: MPOSTORINO@PATERSONNJ.GOV
 CONTACT PERSON: MIKE POSTORINO
 NUMBER OF CLAIMS BILLED ANNUALLY: 28,000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 22 MILLION PER YEAR
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

NAME OF BUSINESS: WEST ORANGE FIRE DEPT.
 BUSINESS ADDRESS: 10 DUNNELL ROAD, WEST ORANGE
 TELEPHONE NUMBER: 973-609-6617 / 973-325-4185
 FAX NUMBER: / 973-325-4175
 EMAIL ADDRESS: FIRECHIEF@WESTORANGE.NJ.GOV
 CONTACT PERSON: PETER SMERALDO CHIEF
 NUMBER OF CLAIMS BILLED ANNUALLY: 4000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 3.5 MILLION
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

**REQUIRED REFERENCE LIST OF NEW JERSEY
GOVERNMENTAL/MUNICIPAL CUSTOMERS**

NAME OF BUSINESS: City of Clifton Fire
 BUSINESS ADDRESS: 900 CLIFTON AVE Clifton NJ 070
 TELEPHONE NUMBER: 973-470-5801
 FAX NUMBER: 973-470 5844
 EMAIL ADDRESS: _____
 CONTACT PERSON: KEVIN MCCARTHY
 NUMBER OF CLAIMS BILLED ANNUALLY: 7000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 5.6 M. USD
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

NAME OF BUSINESS: Union Township Fire
 BUSINESS ADDRESS: 1. Bond Drive. Union NJ 07083
 TELEPHONE NUMBER: 908-851-5420
 FAX NUMBER: /
 EMAIL ADDRESS: FIRE@UNIONTOWNSHIP.COM
 CONTACT PERSON: MICHAEL SCANIO CHIEF
 NUMBER OF CLAIMS BILLED ANNUALLY: 3000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 2.3 million
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25Listpdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____ Contact Phone Number _____	

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

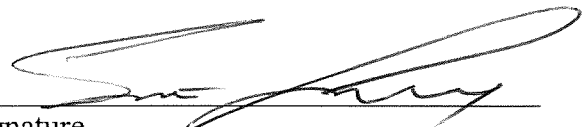
Full Name (Print): STEVE LOVES Signature: [Signature]
 Title: COO Date: 3-20-17
 Name of Company: REVENUE GUARD City/State/Zip: MORRISTOWN NJ 07751

To be completed, signed below & returned with proposal.

XIV. HOLD HARMLESS

REVENUE GUARD (Bidder) shall defend, indemnify and save harmless, the City of Asbury Park from and against all losses, costs (example: any and all attorney costs; etc.), damages, expenses, claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided including all suits or actions of every kind of description brought against the City of Asbury Park, either individually or jointly with (Bidder) for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission, fault or alleged act, omission or fault of the (Bidder), its employees or agents, or others under its control.

STEVE LOUVES
Name (print)


Signature

COO
Title

3-20-17.
Date

B.2 R.6.

IX. BUSINESS REGISTRATION CERTIFICATE

Business registration is required for this bid.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME: REVENUE GUARD MEDICAL CLAIMS MANAGEMENT	TRADE NAME:
ADDRESS: 50 ROUTE 9 NORTH MORGANVILLE NJ 07751	SEQUENCE NUMBER: 1192012
EFFECTIVE DATE: 11/14/05	ISSUANCE DATE: 04/20/11
 Director New Jersey Division of Revenue	
FORM-BRC (04-08) 1205848V This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

Certification 40191

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2014 to 15-JUL-2017

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
50 ROUTE 9 NORTH
MORGANVILLE NJ 07751


 Andrew P. Sidamon-Erisoff
 State Treasurer



V. AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27, GOODS AND SERVICES CONTRACTS --
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Signature: 

Company: REVENUE GUARD MCN

Title: COO

Print Name: STEVE LOUVES

Date: 3-20-17

III. QUALIFICATIONS – ALL CONTRACTS

The following information shall be completely filled out by the respective bidders and presented with each Proposal.

The undersigned herewith states that he is financially capable of financing the entire project, and herewith refers the Owner to the following parties for information concerning the business and financial standing of the Undersigned, and agrees to the Owners and their officials conferring with the parties named hereafter.

The Undersigned herewith declares he has maintained the business represented for 5 years, and he has been actively engaged in construction or work similar to the work specified in the contract for 5 years.

The Undersigned herewith states he maintains the following permanent establishment for the transaction of business.

The Undersigned herewith submits a list of works completed by the Undersigned as Contractor, and similar in character to that upon which he is bidding under this Contract, as evidence of ability and experience.

Project	Location	Contact Person	Phone Number
SEE			
REFERENCES			

Signed: [Signature]

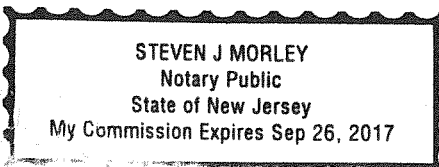
Date: 3-20-17

Print Name & Title: STEVE LAUREN COO

NOTARY PUBLIC

Sworn before me this 20th day of March 2017.

[Signature]
Signature of Notary Public
My Commission Expires:



XII. NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

I, STEVE LOUDES residing in HOLMDEL
(name of affiant) (name of municipality)

in the County of Monmouth and State of NEW JERSEY of
full age, being duly sworn according to law on my oath depose and say that:

I am COO of the firm of REVENUE GUARD INC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled Emergency Medical Billing Services and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the City of
Asbury Park relies upon the truth of the statements contained in said Proposal and in the
statements contained in this affidavit in awarding the contract for the said project.

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

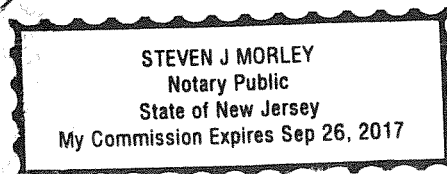
[Signature]
Signature

STEVE LOUDES.
Print

NOTARY PUBLIC

Sworn before me this 30th day of March 2017.

[Signature]
Signature of Notary Public
My Commission Expires:



REVENUE GUARD

NEW JERSEY EXPERTS IN EMS BILLING & COMPLIANCE

City of Asbury Park Why Revenue Guard ?

WE COLLECTED OVER 90 MILLION DOLLARS LAST YEAR FOR NJ EMS CLIENTS

Revenue Guard specializes in New Jersey EMS revenue recovery. Revenue Guard adjudication systems and procedures are honed, proven and measured by our many customers. Additionally, our staff is experienced and structured with specialized payer class collections functions. We have collections experts for all the major payers.

20 YEARS OF AMBULANCE PROVIDER EXPERIENCE

Revenue Guard's owners and staff have ambulance industry expertise and compliance depth that our competitors do not have. This experience will help Jackson EMS produce financial and compliance goals. This is the key to our proven track with all of our clients.

REPORTS

Revenue Guard offers customized and detailed financial statistics that offer transparency. Our financial reports allow you to measure and trend our financial performance with extreme detail. Our custom reports allow Administrators to project cash flow and handle audits with confidence. This helps with creating operating budgets and smart business development cash projections before expanding or retracting EMS services.

CLIENTS LEVERAGE OUR 20-YEAR RELATIONSHIP WITH NJ INSURANCE COMPANIES

Our expertise and long history working with the leaders of insurance companies improves your collections and decreases poor reimbursement. When denials and partial payments affect your claims we call the executives for solutions not just the provider customer service phone line. Our knowledge of all the pitfalls associated with insurance companies and how to navigate their procedures will maximize revenue.

CUSTOM EMS BILLING SYSTEM

After years of NJ EMS billing and collection experience we have customized our system to maximize performance. Our system helps us keep track of every invoice, partial payment, under payment, denials and co-payments from Jackson EMS accounts. We have custom reminders set to our parameters by payer class. Also, our dedicated denial and secondary experts maximize every potential dollar. Revenue Guard's compliance standards and professionalism have allowed us direct access to a number of hospital billing systems.

SSAE 16 FINANCIAL CONTROLS AND AUDIT

SSAE 16 certification and independent auditor reports are not required, but Revenue Guard wanted to add an extra level of security and customer confidence when dealing with your federal and state funds. This self-started security tool is to prevent fraud and theft. Additionally, this demonstrates our level of professional ethics and redundant financial controls.

CASH PER TRIP

Population demographics, payer mix, established service rates, ALS billing agreements, billing preferences for and aggressive collection efforts will affect the EMS operations "cash per trip". Revenue Guard will help a client develop an EMS Revenue Recovery Program which works for them and still maximizes the "cash per trip"

MEDICARE DOCUMENTATION COMPLIANCE TRAINING

Revenue Guard has assisted EMS providers establish and maintain billing and documentation compliance. We will conduct continuous compliance claims screening and follow up to EMS leadership. Revenue Guard's experience in managing post payment reviews from Medicare and other payers is highly regarded by our clients.

WE ARE PART OF YOUR EMS DEPARTMENT

When communicating to your patients or families we understand when to push and when not to push a collection issue. The majority of our staff is Emergency Medical Technicians, and has worked as EMS providers.

TECHNICAL PROPOSAL

CITY OF ASBURY PARK NJ

1. SCOPE OF WORK

No exceptions to RFQ requirements

Revenue Guard is to provide outstanding customer service through a proven combination of people, technology and knowledge. Revenue Guard offers meaningful and dependable solutions through **time-proven billing and collections methods to increase your revenue while handling your claims in a timely and professional manner.** This means that the support and service Revenue Guard provides to each customer matches the expectations and goals of the customer, not just the size of the project. Revenue Guard is a leader among the best in the business. Revenue Guard will be your solution to all your billing and claims needs.

Functions performed by Revenue Guard include, but are not limited to the following:

1. Establish billing, determine insurance eligibility, track bills through complete billing process, provide customer service, provide accounts receivable systems, and provide skip tracing services.
2. Respond to and resolve in a timely manner all insurance claim information submitted by patients, including an electronic claims filing system required for Medicare claims.
3. Identify billable transports and where possible, locate proper billing address and bill patient.
4. Provide monthly reconciliation of PCRs processed to total accounts billed including a report of the on going status on non-billable and uncollected accounts.
5. Provide operational management reports for processing billing, collection and vendor performance activity. Also, furnish report on general project operations in support of payment requests, and in support of recommendations to write off uncollected delinquent accounts, to be furnished on a monthly basis or as specified therein, by the client.
6. Review all revenue activity including but not limited to: processing of bad checks, refunding of erroneous payments, and recording unidentified payments.
7. Provide a dedicated customer service phone line for the following functions:
 - process insurance information for patients;
 - solicit additional information from patients in order to resubmit claims which resulted in eligibility denials;
 - respond to correspondence from patients and payers and;
 - receive and follow up on denials/ requests for medical record documentation;
 - respond to and resolve all ambulance users' inquiries and complaints regarding the billing and collection of ambulance fees in a prompt and satisfactory manner.

9. Follow up on eligibility denials by contracting the patient to obtain the accurate insurance identification numbers and any other relevant information pertaining to bill processing information.
10. Document all reasonable efforts to routinely collect co-payments and deductibles for patients. Customer service shall also properly document all determinations made.
11. Review accounts for credit balances, including possible over payments, and take timely steps to contact the patient with respect to making the appropriate adjustment.
12. Identify uncollected accounts that have not responded to collection efforts. Document collection efforts for each account and submit to the client Headquarters.
13. Perform dunning and collection services utilizing all ethical and legal methods to obtain outstanding revenue.
14. Provide reporting of billing, collection, and payment activity on a monthly basis.
15. Receive and process in a prompt manner all insurance claim information submitted by patients, including electronic claims filing systems. Such system should be in operation for Medicare, Medicaid HMO, and suitable for approval for all private insurance companies. Functions shall include but not be limited to the following: proper assignment of claim, correction and re-filing of rejected claims and prompt refunding of duplicate payments and overpayments.
16. Provide system capability and facilities for archiving and retrieving ambulance accounts.
17. Keep complete and accurate books/files of accounts and records of its business operations. Such records shall be made available to the client at any time requested.

PRE-BILLING

At Revenue Guard, each claim is evaluated by a pre-billing staff for completion and accuracy. All patient and insurance information is verified prior to data input to decrease claim rejections. All mandatory provider information is checked for completion to assure that the claim is ready to be billed. At this first step of quality assurance, the pre-billing staff will research and obtain any additional information required to enable each claim to move to the next stage of completion. Over 90% of all claims are released from Pre-billing within two business days of receipt. The Pre-billing department must submit an administrative report of any claim that is unable to be billed within 3 business days of receipt. Any claim not deemed suitable for billing within 5 business days is turned over to supervisory personnel for further action, which may include return to the provider for additional information. Procedures for these steps are as follows:

1. Upon receipt of the patient information, Revenue Guard shall utilize standard skip tracing techniques to verify the authenticity of the address, verify the name and location of the patient, and verify if the patient has provided a release to obtain medical and insurance information.
2. Verification of the release to obtain medical and insurance information shall be authenticated by the signature of the patient on the PCR, signature of a Township employee confirming patient approval, of signature of a relative of the patient. The signature approves the release of medical information required for billing. The indication of which type of signature is on the PCR, if applicable, is included on the database provided by the client.

3. Skip tracing shall utilize standard review procedures including but not limited to:
 - a) Direct access to computerized data bases of credit reporting services;
 - b) Direct access to many hospitals' database systems through Business Associate relationships
 - c) DBT/Choice Point Person Locator
 - d) Lexis/Nexus Person Finder
 - e) Reverse Directory
4. The information is generally furnished on the EMS Billing Information Sheet and is attached to the pink copy of the PCR. Some hospitals also furnish this information in a computerized format. Due to Revenue Guard's high standards of work and ethics, many relationships have been established affording our organization to the main billing systems of major hospitals and entities such as Robert Wood Johnson University Hospital, the St. Barnabas Healthcare System, St. Joseph's Regional Medical Center (Paterson & Wayne), and the Solaris Healthcare System (JFK Medical Center). These features enable us to ensure the verification of gathered information as well as a venue for the retrieval of pertinent missing information required in the billing process.
5. Upon completion of the skip tracing review for each record Revenue Guard shall determine patient eligibility for Medicare, primary and secondary insurance, if the claim is directly paid by the patient, or if the claim is ineligible for billing (i.e. Medicaid transport or special case transport).
6. For all eligible patient claims, Revenue Guard shall generate a claim for payment in the form of one of the following formats:
 - a) A Medicare claim in either a NSF or ANSI electronic format, as applicable;
 - b) An invoice for a claim to the primary insurance company. At the sole option of the insurance company, claims be issued in other formats such as e-mail, batch tapes, or on disc.
 - c) An invoice to the patient or responsible party.
7. PCRs without the required medical release signature(s) may not be released for a claim to Medicare or the insurance company. Such claims shall be forwarded directly to the patient or provider to obtain the required signature(s).

ELECTRONIC TRANSMISSION OF CLAIMS

Revenue Guard's staff are all highly qualified and trained in all Medicare, Medicaid, Automobile, Workers Compensation and Commercial Health Benefits. All employees are fully trained in Medicare and HIPAA compliance rules and regulations. We offer our clients HIPAA rules and regulations training for privacy and security compliance. Our system not only meets Medicare and HIPAA compliance standards, but has been customized over the years to overcome almost every possible billing obstacle in order to attain our client's revenue goals. Revenue Guard maintains one of the highest rates of revenue returns per billed claims in the industry.

The submission department at Revenue Guard is responsible for generating all invoices after the billing entry has been completed. An additional quality assurance step relies upon software edits that report any errors in patient or payer fields. At this point in the process, errors are less than

0.25% (one error per 400 claims). Any errors are immediately corrected, and the printed or electronic claim is created and forwarded to the responsible party for payment without delay. Ninety-eight percent of all claims are released for payment within five business days of receipt from the provider. All electronic claims transmissions are confirmed within 24-48 hours to insure receipt by the appropriate payers. Confirmation of paper claims, for private patients and those insurance companies that do not yet accept electronic claims, begin 10-14 days after printing. Reminder notices are mailed every 30 days thereafter, up to 90 days, when collection notices are generated.

MEDICARE CLAIMS

All claims shall be transmitted in an electronic format acceptable to Medicare. Revenue Guard shall forward the claims determined to be medically necessary or not medically necessary to Medicare with all required supporting documentation. The claims shall clearly indicate the determination status. Revenue Guard successfully billed over 27,000 Medicare claims last year.

INSURANCE CLAIMS (including Medicare and Medicaid HMOs)

Revenue Guard shall generate an insurance claim in either an invoice (HCFA 1500 form) or electronic format upon receipt of patient approval and notice of the appropriate primary carrier. Revenue Guard shall supply information as required by the insurance company's standard claim format, which may include such information as delineated herein and appropriate medical determination and medical coding criteria. Revenue Guard shall forward claims determined to be medically necessary or not medically to the insurance carrier with all required supporting documentation.

After verification of receipt of payment from the primary insurance carrier, Revenue Guard shall determine if any remaining balance may be covered by a secondary carrier, and if so, forward the remaining balance and required primary payment information to the secondary carrier for reimbursement.

The balance of any revenue, deductibles, or co-payment fees due after the receipt of payment by the insurance carrier(s) will be billed directly to patients who are not township residents. Remaining balances due from township residents will be billed or written off according to Township policies.

*** Statement of Indemnification for Incorrect Billing or Claims:**

The client shall hold harmless and indemnify Revenue Guard, its officers, trustees, employees, agents, or independent contractors from liability upon any and all claims for damages due to false or incorrect invoicing or processing requests for payment, resulting solely from the reliance on medical coding and medical necessity determinations provided by the provider to Revenue Guard.

*** Medical Claims**

Revenue Guard shall not bill or submit claims to patients that are known to be covered by Medicaid (except for Medicaid HMOs).

SELF PAYER

Revenue Guard shall issue an initial invoice for payment to the patient. The size of the invoice and envelope shall be developed in accordance with standard United States Postal Services mailing practices. The invoice shall be easy to read and include but not be limited to the following information: the invoice number, the name and address of the patient, the date of the invoice, the date of service, the description of the services rendered, the fee for each service provided, a total of the fees listed on the invoice, the PCR number, payment due date, telephone number of customer information service, and the name of the hospital receiving the patient. The invoice shall also contain an area reserved for the display of a general public service message.

The invoice shall include either a separate return voucher or perforated voucher which shall include but not be limited to: invoice number, date of invoice, date of transport, patient information, return address information, payment due date, total amount of the bill, statement date and PCR number. The voucher shall also include an area for credit card information indicating the type of credit card, the credit card number, and the expiration date.

The voucher shall include an area to allow patients to provide address correction information as well as terminology for medical records information release, and a signature area for those PCRs requiring such. The voucher may also include a bar code line that will incorporate the amount of the invoice, the PCR number, and the invoice number.

Revenue Guard shall include a return envelope pre-printed with return address information.

If payment or insurance information is not received by the client's designated location (bank lock box) by the printed due date, then Revenue Guard shall issue a second invoice similar to the original invoice. This invoice shall include additional information noting that it is a second invoice that may be disregarded if payment was previously sent.

If payment or insurance information is not received by the bank lock box by the second invoice due date, then Revenue Guard shall issue a collection letter. This letter shall constitute a warning notice to the patient stating that if the patient fails to pay the amount due or provide insurance information, then the account will be forwarded to a collection division. Legal remedies available shall also be indicated on the letter. The letter shall include the amount of the payment, the PCR number, the date of the transport, and the return payment address.

Revenue Guard shall forward the patient information to the collection division if the patient fails to pay the amount due or correspond by the due date on the collection letter.

CITY OF ASBURY PARK RESIDENTS

Under no circumstances will Revenue Guard bill or invoice residents for payment for services rendered by EMS units. If after one billing cycle has been completed as the facility where services were rendered and Revenue Guard is unable to determine insurance coverage. Revenue Guard may make phone calls to patients and/or family to verify insurance coverage. If it is a condition of the insurance coverage that the patient submit the bill directly to the insurance carrier, Township residents will be provided a bill for purposes of submission. However, in any case where a resident is to receive a bill for this purpose to facilitate payment, such bill will be accompanied by a prominent statement stating:

"YOU ARE NOT BEING PROVIDED THIS BILL FOR PAYMENT, BUT IN ACCORDANCE WITH THE TERMS OF YOUR INSURANCE. PLEASE FORWARD TO YOUR INSURANCE COMPANY DIRECTLY."
FOR INSURANCE ONLY BILLING PURPOSES

PAST DUE CLAIMS

Revenue Guard aggressively follows up accounts that are past due. Reports are generated and re-viewed to see what claims have not been paid on or denied. We actively pursue all possible avenues for full claim reimbursement to ensure that providers receive the highest collection available under law. If payment has not been received, we begin contacting insurance companies on behalf of the provider. Any claims at the end of a six (6) month period not currently indicating a pending payment will be dealt with by Revenue Guard by forwarding a list of these accounts to the client with a pending status and reason for nonpayment. The client will designate the activity or method of closing these accounts. The following could be used as guidelines:

- At the sole option of the client, and subject to its approval of the text and content, Revenue Guard may be permitted to mail additional collection letters to the respondent.
- Revenue Guard shall promptly undertake, through ethical and lawful means, to collect on all the bills that monies have not been accounted for. All litigation and collection efforts undertaken on the Department's behalf must be in accordance with relevant laws applicable in the jurisdiction in which the collection is undertaken and must be performed pursuant to the highest standards of ethics. Revenue Guard is expected to utilize all available methods to locate debtors, conduct asset searches, commence judgment enforcement litigation, and (outside New Jersey) obtain enforceable judgments.
- Revenue Guard's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and re-verify each judgment debtor's address, place of employment and assets subject to attachment and execution.
- Revenue Guard shall perform asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods.
- Prior to commencing litigation services Revenue Guard shall be permitted to utilize telephone-dunning techniques to collect outstanding bills.

DENIED/REJECTED CLAIMS

In order to be clear on the payment of a medical billing claim, the billing provider must have complete knowledge of different federal and commercial insurance plans that companies are offering, and the laws and regulations that preside over them. Large insurance companies can have up to 15 different plans contracted with one provider. That is why Revenue Guard consistently trains and informs staff members on any changes in the insurance industry greatly avoiding any unnecessary denials.

The collections department is responsible for all action required for claim payment after a paper or electronic claim has been created and submitted to the proper payer. Collections staff activities include, but are not limited to, the following:

- Contacting commercial insurance companies for status of received electronic claims 14 days after transmission.
- Contacting commercial insurance companies for status of mailed paper claims 10-14 days after printing. Confirmed claims are rescheduled for additional contact 14 days later for processing and/or payment status.
- Completing any requests for additional information requested by payers.
- Processing any additional insurance information received by private patients and redirecting affected claims to the appropriate payers for payment.
- Contacting private patients on invoices unpaid after 30 days to request payment and negotiate payment plans.
- Evaluating unpaid invoices over 90 days old for collection agency action and forwarding those claims for required collections procedures.

The processing of claims denied or rejected by an insurance company due to insufficient information shall be reprocessed within ten (10) business days of Revenue Guard's notification of rejection of the claim. This does not apply to claims rejected for not meeting coverage or medical necessity guidelines. Revenue Guard will be afforded additional time to receive added information required for reprocessing. At the time of contract start-up it is anticipated that there will be denied/rejected claims from the previous contract that will require resubmission.

DELAYED CLAIMS - Claims not meeting documentation requirements

Revenue Guard assists providers, patients and payers in reducing the costs associated with delayed claims. Revenue Guard's knowledge of documentation techniques and requirements as well as the access to the tools to implement these accelerates the efficiency of the billing and payment process. Revenue Guard will help the Department with a fully customizable solution assuring that the documentation is received and corrected without further delay. However, claims not meeting documentation requirements may be delayed in processing until corrected information is received by Revenue Guard.

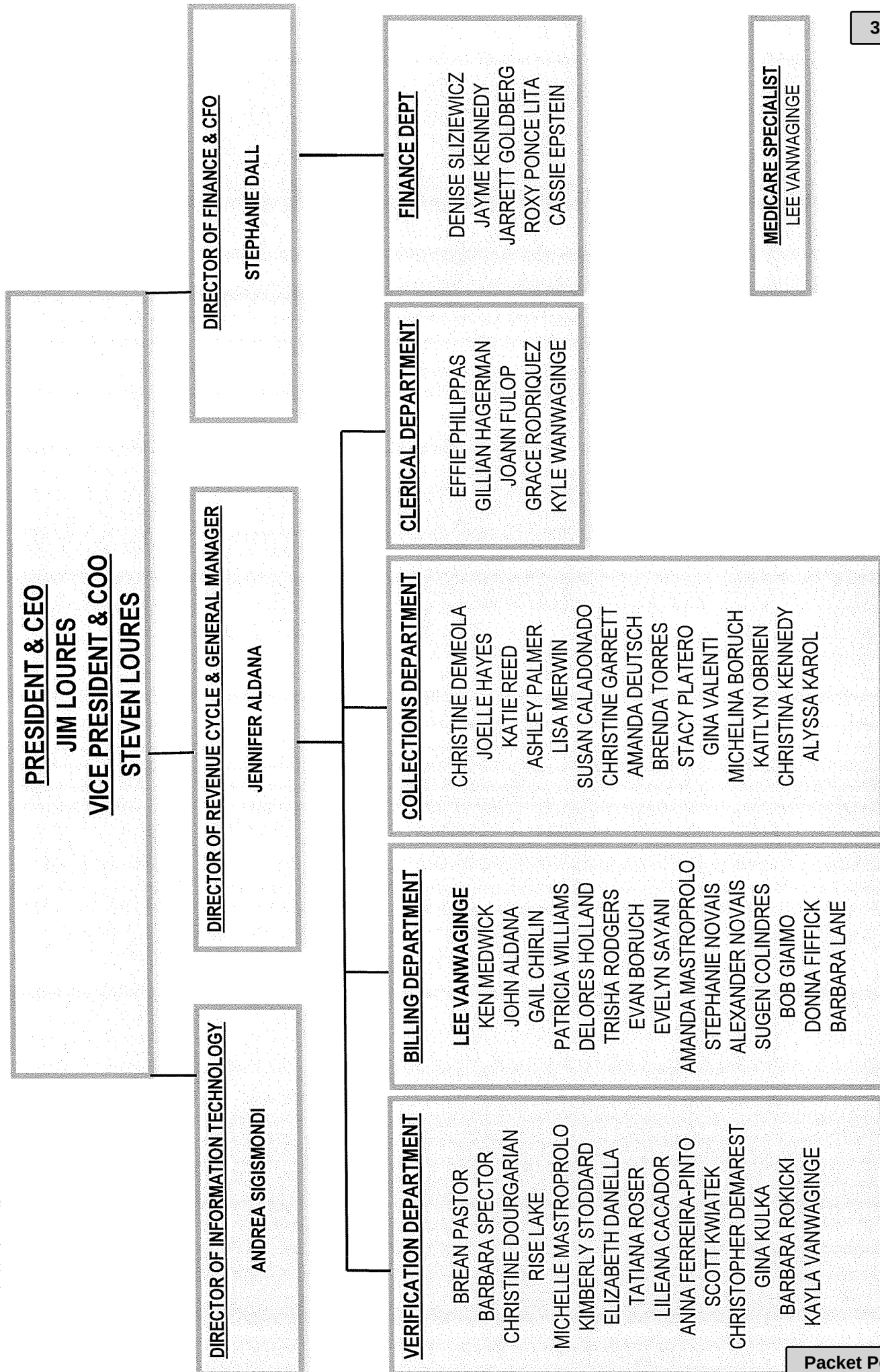
800 NUMBER

Revenue Guard will provide, at its own expense, a dedicated customer service phone line for clients/patients or their insurers, a local exchange, or 800 number for questions regarding bills or billing services. This phone line will serve the following functions:

- process insurance information for patients;
- solicit additional information from patients in order to resubmit claims which resulted in eligibility denials;
- respond to correspondence from patients and payers and;
- receive and follow up on denials/ requests for medical record documentation;
- respond to and resolve all ambulance users' inquiries and complaints regarding the billing and collection of ambulance fees in a prompt and satisfactory manner.

The lines shall be manned by Revenue Guard staff, Monday through Friday from 8:30a.m. to 5:00pm (excluding holidays). These lines will be answered with the generic phrase: "Good Morning Billing Office". After hours, these phone lines will be answered by a voice mail system.

REVENUE GUARD ORGANIZATION CHART EFFECTIVE 10/01/2015



Revenue Guard Medical Claims Management, LLC.

Management Resumes

Steven J. Loures

Senior Vice President & COO
Financial Analyst

Steve has 25 years experience in the New Jersey EMS industry, as a General Manager for a nationwide ambulance provider. He was responsible for 110 emergency ambulances and over 570 employees in NY, NJ and PA with an annual budget of \$27 million. His current position entails financial analysis and A/R management oversight for EMS clients. He oversees 7 managers doing the same analysis. Steve is the liaison to all major HMO and Commercial payers in New Jersey. He regularly reviews all accounts to maximize provider revenue and has increased many clients' cash-per-trip figures. Hospital CFO's rely on his expertise to maximize revenue

Andrea Sigismondi

Executive Vice President
Director of Information Technology

Andrea has 27 years experience in the New Jersey EMS industry, with extensive EMS billing and collections experience. Her current position as IT Director includes network security, data integrity, software integration, data backup, electronic claims submissions, and emsCharts administration. She has multiple certificates in Windows and Server Operating Systems, Network Operations, and Database management. Andrea also assists new clients with NJ Department of Health licensing procedures and Medicare/Medicaid application processes.

Glorisa Harvilla

Internal Process Manager

Glorisa holds a Bachelor of Science degree in Business Administration from Rutgers University, and is responsible for revenue cycle management. Her current responsibilities include financial analysis of payer mixes and cash trends for all clients. Glorisa also manages Revenue Guard's foreign language communication services for translation services to non-English speaking patients.

Stephanie Dall

Director of Finance

Stephanie has 20 years experience with public and privately held corporations in the New Jersey EMS industry, specializing in financial reporting and budget analysis. Stephanie holds an Accounting degree from Rutgers University, and is experienced in Sarbanes Oxley accounting standards and A/R financial analysis. Her current responsibilities include managing Revenue Guard's SAS 70 accounting controls and compliance.

Management Resumes (cont'd.)**Sereida VanWageninge**

Billing and Collections Manager

Lee has 14 years experience exclusively dedicated to ambulance revenue collections for public and privately held corporations in the New Jersey EMS industry. Lee has established long-term relationships with major HMOs and commercial payers, with proven systems in place to maximize revenue while limiting denials. Her current responsibilities include day-to-day management of all billing and collections staff, and monitoring Medicare and Medicaid payments for all clients on a daily basis. She has also developed specialized processes for transitioning new clients from other billing services to Revenue Guard, aimed at keeping the provider's cash flowing during the transition period.

Jennifer Aldana

Collections Supervisor

Jennifer has nine years experience in billing and collections for the New Jersey EMS industry for public and privately held corporations. She is responsible for training collections staff, and monitors the daily activities of all collections staff to insure superior customer service. Jennifer also has extensive billing and payment posting experience.

Brean Pastor

Billing Supervisor

Brean has ten years experience in billing New Jersey EMS and general transport services for municipalities, hospitals, and corporations. Donna is responsible for training billing personnel, monitoring claims-per-hour entry, and conducting regular internal billing audits to insure consistently accurate claims. She also QAs all incoming paper and electronic PCRs for completion and accuracy, and contacts provider supervisors as necessary to obtain additional information.

POLICY NUMBER: BDY - 1853817

COMMERCIAL CRIME
CR DS 02 07 02COMMERCIAL CRIME POLICY
DECLARATIONS

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

COMPANY NAME AREA	PRODUCERS NAME AREA
The Hanover Insurance Company	CAPACITY COVERAGE GROUP

NAMED INSURED: Revenue Guard, LLC

(Also list any Employee Benefit Plan(s) included as Insureds)

MAILING ADDRESS: PO Box 720 Matawan, NJ 07747

POLICY PERIOD: November 26, 2008 to Until Cancelled

(12:01 A.M. at your Mailing Address shown above)

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLE

INSURING AGREEMENTS	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT
	Per Occurrence	Per Occurrence
1. Employee Theft	\$ 1,000,000.00	\$ 25,000.00
2. Forgery Or Alteration	\$ 1,000,000.00	\$ 25,000.00
3. Inside The Premises - Theft of Money And Securities	\$ 1,000,000.00	\$ 25,000.00
4. Inside The Premises - Robbery Or Safe Burglary Of Other Property	\$ 1,000,000.00	\$ 25,000.00
5. Outside The Premises	\$ 1,000,000.00	\$ 25,000.00
6. Computer Fraud	\$ 1,000,000.00	\$ 25,000.00
7. Funds Transfer Fraud	\$ 1,000,000.00	\$ 25,000.00
8. Money Orders And Counterfeit Money	\$ 1,000,000.00	\$ 25,000.00
If Added by Endorsement, Insuring Agreement(s):		
9. Clients' Property	\$ 1,000,000.00	\$ 25,000.00

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:

CR 20 05 05 06

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CANCELLATION OF PRIOR INSURANCE ISSUED BY US:

By acceptance of this Policy, you give us notice cancelling prior policy Nos. , the cancellation to be effective at the time this Policy becomes effective.

COUNTERSIGNED _____

(Date)

BY: _____

(Authorized Representative)

CR DS 02 07 02

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Page 1 of 1

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC

REPORT ON CONTROLS PLACED IN OPERATION
FOR MEDICAL CLAIMS PROCESSING

SOC 1
TYPE I REPORT
AS OF DECEMBER 31, 2016

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC

**REPORT ON CONTROLS PLACED IN OPERATION
FOR MEDICAL CLAIMS PROCESSING**

**SOC 1 TYPE I REPORT
AS OF DECEMBER 31, 2016**

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Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT**

To the Management of Revenue Guard Medical Claims Management LLC:

We have examined Revenue Guard Medical Claims Management LLC’s (“Revenue Guard”) description of its medical claims processing system for processing user entities’ transactions as of December 31, 2016, and the suitability of the design of controls to achieve the related control objectives stated in the description based on the criteria identified in Revenue Guard’s management assertion. The controls and control objectives included in the description are those that management of Revenue Guard believes are likely to be relevant to user entities’ internal control over financial reporting, and the description does not include those aspects of the medical claims processing system that are not likely to be relevant to user entities’ internal control over financial reporting. The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of Revenue Guard’s controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

Revenue Guard uses a subservice organization colocation data center and support space (CyberLynk) located in Milwaukee, Wisconsin to secure its back-up servers. The description on pages 9 to 31 includes only the control objectives and related controls of Revenue Guard and excludes the control objectives and related controls of the subservice organization. The description also indicates that certain control objectives specified by Revenue Guard can be achieved only if complementary subservice organization controls assumed in the design of Revenue Guard’s controls are suitably designed and operating effectively, along with the related controls at CyberLink. Our examination did not extend to controls of the subservice organization, and we have not evaluated the design or operating effectiveness of such complementary subservice organization controls.

SERVICE ORGANIZATION’S RESPONSIBILITIES

On pages 7 and 8, Revenue Guard has provided an assertion about the fairness of the presentation of the description and suitability of the design of the controls to achieve the related control objectives stated in the description. Revenue Guard is responsible for preparing the description and for its assertion, including the completeness, accuracy and method of presentation of the description and assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are suitably designed and operating effectively to achieve the related control objectives stated in the description.

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT (Continued)

SERVICE AUDITOR’S RESPONSIBILITIES

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design of the controls to achieve the related control objectives stated in the description, based on our examination. We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management’s assertion, the description is fairly presented and the controls were suitably designed to achieve the related control objectives stated in the description as of December 31, 2016. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization’s system and the suitability of the design of controls involves performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design of the controls to achieve the related control objectives stated in the description, based on the criteria in management’s assertion.

It also involves assessing the risks that the description is not fairly presented and that the controls were not suitably designed to achieve the related control objectives stated in the description and also includes evaluating the overall presentation of the description, suitability of the control objectives stated in the description, and suitability of the criteria specified by the service organization in its assertion.

INHERENT LIMITATIONS

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities’ financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in the processing or reporting of medical claims. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

OTHER MATTER

We did not perform any procedures regarding the operating effectiveness of the controls stated in the description and, accordingly, do not express an opinion thereon.

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT (Continued)

OTHER INFORMATION PROVIDED BY THE SERVICE ORGANIZATION

The information included on pages 32 through 33, “Other Information Provided by Revenue Guard Medical Claims Management LLC”, is presented by the management of Revenue Guard to provide additional information and is not part of the Revenue Guard description of its medical claims processing system made available to user entities as of December 31, 2016. Information about Revenue Guard’s business continuity planning has not been subjected to the procedures applied in the examination of the description of the medical claims processing system and of the suitability of the design of the controls to achieve the related control objectives stated in the description of the medical claims processing system and, accordingly, we express no opinion on it.

OPINION

In our opinion, in all material respects, based on the criteria described in Revenue Guard’s assertion on pages 7 and 8:

- a. The description fairly presents the medical claims processing system that was designed and implemented as of December 31, 2016 and,
- b. The controls related to the control objectives of Revenue Guard stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively as of December 31, 2016 and user entities and the subservice organization applied the complementary user entity controls contemplated in the design of Revenue Guard’s controls as of December 31, 2016.

RESTRICTED USE

This report is intended solely for the information and use of management of Revenue Guard, user entities of Revenue Guard’s medical claims processing system as of December 31, 2016, and their auditors who audit and report on such user entities’ financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatements of user entities’ financial statements. This report is not intended to be, and should not be, used by anyone other than the specified parties.

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT (Continued)

If report recipients are not user entities that have contracted for services with Revenue Guard as of December 31, 2016 or their independent auditors (herein referred to as a “non-specified user”) and have obtained this report, or have access to it, use of this report is the non-specified user’s sole responsibility and at the non-specified user’s sole and exclusive risk. Non-specified users may not rely on this report and do not acquire any rights against Rizick & Rizick, CPAs LLC as a result of such access. Further, Rizick & Rizick CPAs LLC does not assume any duties or obligations to any non-specified user who obtains this report and/or has access to it.

Rizick & Rizick CPAs LLC

Rizick & Rizick CPAs LLC
Old Bridge, NJ
February 6, 2017

Rizick & Rizick CPAs LLC

**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION II – MANAGEMENT’S ASSERTION**

We have prepared the description of Revenue Guard’s medical claims processing system entitled, “Description of Controls” for processing user entities’ medical claims as of December 31, 2016 (description) for user entities of the system as of December 31, 2016, and their auditors who audit and report on such user entities’ financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when obtaining an understanding of user entities’ information and communication systems relevant to financial reporting. Revenue Guard uses a subservice organization to store and secure its back-up servers. The description includes only those control objectives and related controls of Revenue Guard and excludes the control objectives and related controls of the subservice organization.

We confirm, to the best of our knowledge and belief, that:

1. The description fairly presents the Revenue Guard medical claims processing system made available to user entities of the system as of December 31, 2016 for processing their transactions as it relates to controls that are likely to be relevant to user entities’ internal control over financial reporting. The criteria we used in making this assertion were that the description:
 - a. Presents how the system made available to user entities of the system was designed and implemented to process relevant transactions, including, if applicable:
 - i. The types of services provided, including, as appropriate, the classes of transactions processed.
 - ii. The procedures, within both automated and manual systems, by which those services are provided, including, as appropriate, procedures by which transactions are initiated, authorized, recorded, processed, corrected as necessary, and transferred to the reports and other information prepared for user entities of the system.
 - iii. The information used in the performance of the procedures including, if applicable, related accounting records, whether electronic or manual, and supporting information involved in initiating, authorizing, recording, processing, and reporting transactions; this includes the correction of incorrect information and how information is transferred to the reports and other information prepared for user entities.
 - iv. How the system captures and addresses significant events and conditions other than transactions.
 - v. The process used to prepare reports and other information for user entities.
 - vi. Services performed by a subservice organization, if any, including whether the carve-out method or the inclusive method has been used in relation to them.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION II – MANAGEMENT’S ASSERTION (Continued)

- vii. The specified control objectives and controls designed to achieve those objectives including, as applicable, complementary user entity controls and complementary subservice organization controls assumed in the design of the service organization’s controls.
 - viii. Other aspects of our control environment, risk assessment process, information and communication systems (including the related business processes), control activities, and monitoring activities that are relevant to the services provided.
- b. Does not omit or distort information relevant to the service organization’s system, while acknowledging that the description is prepared to meet the common needs of a broad range of user entities of the system and their user auditors, and may not, therefore, include every aspect of the medical claims processing system that each individual user entity of the system and its auditor may consider important in its own particular environment.
- 2. The controls related to the control objectives stated in the description were suitably designed as of December 31, 2016 to achieve those control objectives if subservice organization and user entities applied the complementary controls assumed in the design of Revenue Guard’s controls as of December 31, 2016. The criteria we used in making this assertion were that:
 - a. The risks that threaten the achievement of the control objectives stated in the description have been identified by management of the service organization.
 - b. The controls identified in the description would, if operating effectively, provide reasonable assurance that those risks would not prevent the control objectives stated in the description from being achieved.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS

OVERVIEW OF SERVICES PROVIDED

Revenue Guard provides medical billing and insurance claims processing services for ambulance providers. Services include pre-hospital information management, revenue cycle management (includes insurance claims processing), accounts receivable management and emergency medical service (EMS) business management consulting. Revenue Guard also provides ongoing support and financial performance analysis to hospitals, EMS management teams and medical facility chief financial officers.

Revenue Guard's customers include hospital-based ambulance systems, private ambulance providers, volunteer ambulance squads, municipal 911 systems, as well as non-emergency ambulance providers located in the New Jersey area.

Revenue Guard was founded in 2004; however, the Company's owner and COO have approximately 30 years each in ambulance provider experience. Revenue Guard's current main headquarters is located in Morganville, New Jersey.

A company's control environment reflects the overall attitude, awareness, and actions of management, the board of directors, and others concerning the importance of controls and the emphasis given to controls in the company's policies, procedures, methods and organizational structure. The following is a description of the five components of internal control.

I. CONTROL ENVIRONMENT

The control environment sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure. The control environment of Revenue Guard originates with and is the responsibility of the senior management. Revenue Guard's management recognizes their responsibility for directing and controlling operations and for establishing, communicating and monitoring control policy and procedures, as well as promoting integrity and ethical values to all Revenue Guard personnel.

INTEGRITY AND ETHICAL VALUES: Organization values and behavioral standards have been established by management. These values and standards are communicated to all personnel through policy statements and manuals. All employees must acknowledge, in writing, that they have received any updated policy manuals distributed and that they are expected to read and abide by the policies.

COMMITMENT TO COMPETENCE: The human resource policies and processes of Revenue Guard are designed to: 1.) identify and hire competent personnel, 2.) provide employees with the training and information they need to perform their jobs, 3.) evaluate the performance of employees to verify their ability to perform job assignments, and 4.) through the performance evaluation process, identify opportunities for growth and job performance improvement. The human resources function is responsible for the initial recruiting and evaluation of job applicants.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

I. CONTROL ENVIRONMENT (Continued)

Revenue Guard maintains formal hiring policies that are designed to ensure that new employees are qualified for their job description. Minimum education and experience requirements are established for each position.

Personnel are supervised and provided with on-the-job training; including HIPAA compliance training. HIPAA training is provided annually and personnel are required to agree in writing that they will comply with HIPAA regulations as it relates to their job description. Personnel are encouraged to attend seminars and courses relating to their specific job responsibilities. In-house staff meetings are held to cover new company policies and procedures or new government regulations that must be adhered to.

Formal performance reviews are conducted annually. Employees are evaluated on their job performance. Corrective action, up to and including termination, is taken for employees who do not meet their stated job objectives.

MANAGEMENT PHILOSOPHY AND OPERATING STYLE: Revenue Guard's management believe that Revenue Guard's customers, employees and the public are best served by a management team that is highly involved in the day-to-day operations of the organization, while giving employees the authority they need to properly serve their customers. Managers are encouraged to address developing issues and risks proactively to minimize their impact on the organization and its customers.

Revenue Guard's senior management is responsible for the development of the overall plan of organization, which includes controls that provide reasonable assurance that financial records are reliable and that ambulance provider customers' information is safeguarded on a continuous basis. These controls provide information that allows management to adequately monitor and control services performed for Revenue Guard's medical claims processing customers. Results relating to the accuracy and timeliness of processing and the responsiveness to customer service issues are measured against established standards and are communicated to management on a routine basis.

ORGANIZATIONAL STRUCTURE: The organizational structure of Revenue Guard, which provides the overall framework for planning, directing and controlling operations, uses an approach whereby personnel and business functions are segregated into departments according to job responsibilities.

Each functional area is responsible for specific services. The organizational structure is designed to provide adequate segregation of duties as well as clearly defined areas of responsibility relating to the control environment elements. The four departments at Revenue Guard are as follows:

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

I. CONTROL ENVIRONMENT (Continued)

PRE-BILLING: This department is responsible for the first stage of the revenue cycle, which includes evaluating each medical claim for completion and accuracy. In addition, the pre-billing department researches and obtains any additional information required (such as patient and insurance information) in order to properly process each claim.

BILLING: This department is responsible for the second stage of the revenue cycle, which includes filling out a questionnaire in the billing system with a series of questions related to the ambulance services provided. The billing department also inputs the diagnostic codes that will be submitted to the insurance companies for reimbursement. In addition, this department verifies that the patient and insurance information entered by the pre-billing department is complete prior to the submission of claims to the insurance companies or patients.

COLLECTIONS: This department is responsible for the final stage of the revenue cycle, which is following up on all insurance claims that have not been paid by the insurance companies or patients. The collection department researches the reasons behind nonpayment and works with the insurance companies and patients to finalize claims.

FINANCE: This department is responsible for controlling and reporting on the daily payments received from insurance companies and patients for claims paid. The finance department is also responsible for billing secondary payers and for identifying accounts that require further research in the collections department.

AUTHORITY AND RESPONSIBILITY: Lines of authority and responsibility are clearly established throughout the organization and are communicated through Revenue Guard's 1.) management philosophy and operating style, 2.) organizational structure, 3.) employee job descriptions, and 4.) policy and procedure manuals.

II. RISK ASSESSMENT PROCESS

The Company's risk assessment process includes its identification, analysis and management of risks relevant to the production operations and managing of client data files. Revenue Guard recognizes that risk management is a critical component of its operations that helps to ensure client records are properly managed and customers are properly served. Revenue Guard management has incorporated risk management throughout its processes such that the management of each department is responsible for implementing procedures to identify the risks inherent in the department's operations and implement procedures to monitor and mitigate the risks. Management has implemented various measures to manage risks identified by the risk assessment process. Specific risks that have been identified by management include the following:

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

II. RISK ASSESSMENT PROCESS (Continued)

- a. **INFORMATION AND CYBER SECURITY:** the Revenue Guard database contains large amounts of personal and medical information of their clients' customers. Revenue Guard controls this risk through strict limitation of inside and outside access to the database.
- b. **SAFEGUARDING OF CLIENT ASSETS:** Revenue Guard has access to customer cash receipts, accounts receivable and banking information; however, controls are in place, including segregation of duties, management oversight and customer involvement regarding the safeguarding and recordkeeping of payments received and receivable.

III. INFORMATION AND COMMUNICATION

Information and communication systems support the identification, capture, and exchange of information in a form and timeframe that enable people to carry out their responsibilities. The information system consists of procedures, whether automated or manual, and records established to initiate, record, process and report entity transactions and to maintain accountability for related assets, liabilities and equity. The quality of the system-generated information affects management's ability to make appropriate decisions in controlling the entity's activities and to prepare reliable financial reports.

Revenue Guard's computer network and back-up servers utilize the Windows 2012 R2 operating system and are protected by a SonicWALL NSA 220 firewall. Staff workstations utilize the Windows 7 Professional operating system. Viper antivirus software is utilized to filter emails and spam for viruses. Websites unrelated to Revenue Guard's job processes are blocked from staff use. Revenue Guard's computer systems are maintained by an internal IT manager as well as an outside computer consulting company (Integrated Computer Services Inc).

Customer records in Revenue Guard's medical billing system are backed up daily with both on-site and off-site storage. Other software applications run by the staff are incrementally backed-up on the servers (real time). All computer networks and production systems are password-secured. A written disaster recovery template is in place for all servers.

The back- up servers are stored at a secure colocation data center (CyberLynk) in Milwaukee, Wisconsin.

Communication involves providing an understanding of individual roles and responsibilities pertaining to internal control over the administration and processing of medical claim transactions. Multiple communication paths exist to help ensure that processes function as designed and issues are identified and resolved in a timely manner. These include voice mail, email, and management meetings with staff and customers.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

IV. CONTROL ACTIVITIES

Control activities are the policies and procedures that help ensure management directives are carried out. They help ensure that necessary actions are taken to address risks to the achievement of the entity's objectives. Control activities, whether automated or manual, have various objectives and are applied at various organizational and functional levels. All functional units are required to implement control activities that help assure the achievement of business objectives associated with: 1.) the reliability of financial reporting, 2.) the effectiveness and efficiency of operation, and 3.) compliance with applicable laws and regulations. These control activities are designed to address the specific risks associated with the operations and are reviewed annually as part of the risk assessment process. Revenue Guard has developed formal policies and procedures covering various financial and operational matters to document the requirement for performing many of these control activities.

V. MONITORING

Monitoring is a critical aspect of internal control in evaluating whether controls are operating as intended and whether they are modified as appropriate for changes in conditions. Management is responsible for monitoring the quality of internal control performance as a routine part of their activities. To assist them in this monitoring, Revenue Guard has developed summary management reports that monitor the functioning of their business processes.

OTHER CONSIDERATIONS

Control policies and procedures are established and maintained for the functions performed by each department. Documentation of control policies and procedures are included in each department's procedure guidelines.

Revenue Guard maintains insurance coverage against various risks such as errors and omissions and general liability, which management feels is adequate given the size and scope of Revenue Guard's operations.

DESCRIPTION OF TRANSACTION PROCESSING

Revenue Guard provides medical billing and insurance claims processing services for ambulance providers. Services include pre-hospital information management, revenue cycle management (includes insurance claim processing), accounts receivable management and emergency medical service (EMS) business management consulting. Approximately 25,000 bills are processed for customers each month.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

DESCRIPTION OF TRANSACTION PROCESSING (Continued)

The owner and COO of Revenue Guard are responsible for engaging new customers and negotiating the final contract for medical claims processing services. The ambulance service provider customer is responsible for reviewing the contract to ensure the accuracy of the services requested and for providing a list of pre-established individuals authorized to access information reported by Revenue Guard. The appropriate documents required by the Health Insurance Portability and Accountability Act (HIPAA) are signed at this time as well. Revenue Guard's Director of Information Technology sets up each new customer, along with their individual billing codes in the billing system. As a general rule, Revenue Guard's staff is separated by customer and by function within each customer.

After customer set up is completed, the medical billing process begins with uploading electronic information or inputting daily paper (sent by FedEx) ambulance trips from customers into Revenue Guard's medical claims processing system; Tri-Tech Sweet EMS billing system ("Sweet"). Control totals of the number of claims sent to Revenue Guard for processing are logged into a worksheet to be used for reconciliation purposes at month end. Daily customer trip information is exported into Sweet and then the daily work is sent to the Pre-Billing department for data verification. Currently, there are approximately 17 Pre-Billing staff members at Revenue Guard. The Pre-Billing staff compares information exported into Sweet to other documents received in the mail or via email, as well as inputs patient or insurance information that may be missing. Often, research must be done on various external websites such as usps.com or outside insurance verification databases to verify names, addresses, zip codes and other various information required for patients. Phone calls are made by the Pre-Billing staff to patients as well as to hospitals to check previous records in order to obtain missing information as well. This demographic data, along with social security numbers and accurate health insurance coverage documentation is necessary to process the medical claims efficiently. Controls are in place within the Sweet program to prevent more than one patient to be processed with the same social security number. The Pre-Biller documents in Sweet each step taken to obtain patient information. This procedure is important for the subsequent steps in the billing process; this information is available to all departments within the revenue cycle. After verification of all patient information, the Pre-Biller initials each ambulance trip sheet before the documentation goes to the Billing department's pending file cabinet. At the end of each week, a report is run by the Pre-Billing manager to determine how many claims have been successfully pre-billed for the day. This is done to ensure that work is completed on schedule.

The Billing department receives all paperwork and handwritten changes from the Pre-Billers. A Billing staff member will select a customer's documents from the pending file cabinet and calls up the customer account on Sweet to verify that the Pre-Biller completed the required fields necessary to continue the billing process. The Billing staff then inputs insurance billing codes and charges and fills out the electronic billing questionnaire based on the diagnosis and other information from the trip sheets. Sweet limits the codes that billing staff can utilize within each customer account based on the initial set up done by the Director of Information Technology.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

DESCRIPTION OF TRANSACTION PROCESSING (Continued)

The Billing staff also verifies that required signatures are on file for Medicare billing. After billing is completed, the hard-copy of the trip sheets are shredded for security purposes. The "history" function on Sweet automatically records the name of the staff member in the Pre-Billing and Billing departments who handled each customer account based on their individual computer log in data.

At the end of each day, the Billers run a "check error report". This report compares the information input by the Pre-biller and the Biller and alerts the billing manager to errors in customer accounts that will prevent bills from processing correctly. The customer bills will not go out to insurance companies or to patients without the corrections made.

It is important for efficiency purposes that denied claims are kept to a minimum. Each month, the Director of Revenue Cycle reviews the "denial report" which lists claims that are denied by insurance companies. The report is reviewed in person with staff members who have an excess of 10 denied claims per month. Staff with less than 10 denials per month will receive an email that summarizes claim issues for their future information.

After Billing is successfully completed, follow up is often necessary for claims that remain unpaid. Revenue Guard's 28-member collection department takes over at this point. The collections department receives a "payments" report for claims that remain unpaid after 30 days (60 days for Medicare claims) and will contact the insurance company and/or patient to correct any errors in responsible payer information. This department will also resend billing invoices and prepare insurance claim appeals paperwork, if necessary. Each collection staff member is assigned specific customer accounts and is monitored by the collection manager.

A "call backs" report is run daily and is monitored by the collections manager. This report details the steps taken to obtain correct payer information and to get claims paid in a timely manner. The collection department's general policy is to complete the research on any open claims listed on the report on Monday by the end of the week. For claims that cannot be collected, the collections manager will "write off" or remove the uncollectible account from the billing system and will send the account to an outside collection agency. Only members of the senior management team at Revenue Guard are authorized to write-off an uncollectible account in the billing system. At the end of the month, a report detailing the accounts sent to the outside collection agency is run and reviewed by senior management.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

DESCRIPTION OF TRANSACTION PROCESSING (Continued)

When the insurance claims are paid or patients make direct payments for ambulance transportation, the finance department controls the cash flow of these receipts and reporting of same to some of its non-hospital customers. Payments can be received either by mailed checks to post office boxes set up by Revenue Guard or electronically. Daily, staff members retrieve the mail from the post office boxes. The mail is brought back to Revenue Guard's office where it is separated by clerical staff and filed by customer name. Currently there are 6 finance department staff members in addition to the department manager. Each staff member is assigned to and is responsible for specific customers. Daily, each staff member matches the checks received to the Explanation of Benefits form (EOB), inputs the checks received in the mail into each customer's deposit database kept on a network excel schedule and writes up a bank deposit slip. The deposit slips and an adding machine tape control total of the deposit slips are attached to the deposit database schedule; the two totals should match before the package is given to the cash receipts "poster". The poster is a different staff member from the staff member preparing the deposit slips. The poster posts the cash receipts to the Sweet billing system. The poster initials the deposit database schedule to indicate that the batch was posted to the Sweet billing system. Generally, the deposit slips and the checks are taken to the bank daily by four different staff members. Electronic payments are listed on the deposit database schedule in batch daily.

Beginning in 2016, the majority of Revenue Guard's hospital customers receive payments via their own lockbox. Revenue Guard does not physically handle the funds coming in from insurance companies and patients; however, Revenue Guard does receive payment summaries from customers that the Revenue Guard finance department compares to information from the insurance companies (Explanation of Benefit forms - EOBs) for reconciliation purposes. Any discrepancies noted by Revenue Guard are posted to a summary schedule and the customer reviews and reconciles at month end when a monthly reporting package is sent to them. Hospital customers reconcile their own bank accounts monthly.

The entire receipts package including the database deposit (posting) report, check copies and deposit slips are scanned to Revenue Guard's computer system monthly; the hard copies of this package are kept for two months and then are shredded for security purposes.

As part of the monthly closing procedure, the finance department manager verifies that no unusual adjustments or write-offs were done by Revenue Guard staff. If another finance department staff member assists in the month end reconciliation process, they do not reconcile the customer accounts that they worked on during the month. After the reconciliation process is complete, the following monthly reports are emailed to the customers for review: accounts receivable by payor, calls by payor, payments by payor, deposit summary (if applicable), trip summary, write-off reports and any additional reports as required by individual customers. At this point, Revenue Guard's service invoice is included with the emailed package.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

COMPUTER SYSTEM ACCESS

Revenue Guard has developed a data security policy as it relates to its medical claim processing services, which is as follows:

Remote access into the system is available to Revenue Guard's management via GoToMyPC Corporate which integrates increased levels of security in accordance with HIPAA requirements. The remote access connection is secured by a virtual private network (VPN-Citrix) and a firewall (SonicWALL). The firewall's purpose is to protect the private network against intrusion. The firewall prevents unauthorized users from accessing the computing and data resources on the private network.

User IDs and passwords are required to establish the remote access connection and an additional user ID and password are necessary to gain access into the Revenue Guard billing system. Management access is limited to their job responsibilities.

Onsite, Revenue Guard's staff and management have passwords to log into their individual workstations and another password to access the billing system. Personnel access to different areas of the billing system is limited to their job responsibilities. Passwords expire every 60 days and must be changed at that time to gain access to the system. Personnel are required to log off or lock their computers when they are not sitting at their desk. After three unsuccessful attempts to log onto the system, any user will be disabled.

Another company (Med-X), which is owned by an owner of Revenue Guard, subleases office space from Revenue Guard. Med-X does not do business with Revenue Guard nor does it share the same customers or employees; however, Med-X does share the Sweet billing system with Revenue Guard. Med-X's access in Sweet is limited to their customer database only. Med-X cannot access Revenue Guard's customer database and Revenue Guard cannot access Med-X's customer database.

A subservice colocation datacenter is responsible for providing the physical security for Revenue Guard's back-up servers located in Milwaukee, Wisconsin. Revenue Guard's outside IT company and in-house IT Director monitor the controls at this subservice organization by holding periodic discussions and exchanging emails with Revenue Guard's representative at the colocation and receiving and responding to alerts received from automatic colocation security controls.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION III – DESCRIPTION OF CONTROLS (Continued)

COMPLEMENTARY CUSTOMER AND SUBSERVICE ORGANIZATION CONTROLS

Revenue Guard's controls cover only a portion of the overall control structure required for each client. All control objectives relating to the processing of transactions cannot be completely achieved through Revenue Guard's implemented controls without the support of customer and subservice organization controls. Therefore, each customer and subservice organization's internal control structure must be evaluated in conjunction with Revenue Guard's control objectives in order for reliance to be placed on Revenue Guard's controls. The following customer and subservice organization controls are intended to address only the controls that support Revenue Guard's controls over financial reporting. This list is not intended to be all inclusive.

1. Customers are responsible for reviewing and approving the final contract, which outlines the medical claim billing services to be provided by Revenue Guard.
2. Customers are responsible for providing a complete and accurate list of authorized company representatives for correspondence purposes.
3. Customers are responsible for providing complete and accurate daily trip sheets to Revenue Guard in a timely manner.
4. Customers are responsible for reviewing the month end cash and accounts receivable reports sent to them and for bringing any potential errors to Revenue Guard's attention in a timely manner.
5. Customers are responsible for preparing bank reconciliations (unless Revenue Guard is contracted to do this service for the customer) and for bringing any potential adjustments to Revenue Guard's attention in a timely manner.
6. The subservice colocation datacenter is responsible for providing the physical security for Revenue Guard's back-up servers located in Milwaukee, Wisconsin. Physical access to the separate colocation data center, requires valid picture ID and registration with CyberLynk. Once your pass is validated, you need an access card to gain entrance into the CyberLynk data room. Upon entry into the data room, a numeric code is required to enter Revenue Guard's secured rack of 3 servers. In addition, the CyberLynk facility has 24 hour security and video surveillance. The outside IT company and the IT Director monitor the controls at this subservice organization by holding periodic discussions and exchanging emails with Revenue Guard's representative at the colocation and receiving and responding to alerts received from automatic colocation security controls.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS**

ORGANIZATION OF COMPANY

CONTROL OBJECTIVE #1

Controls provide reasonable assurance that personnel policies and procedures are designed so that only qualified competent people with high standards of integrity are hired and retained as employees.

DESCRIPTION OF POLICIES AND PROCEDURES

1. Formal personnel policies and procedures exist and are documented in a written employee manual. Receipt and review of this manual is acknowledged by new employees in writing.
2. A non-disclosure and HIPAA confidentiality employment agreement is signed by new employees.
3. Appropriate personnel policies and procedures are followed in hiring, evaluation, and termination of employees.
4. Most applicants are obtained from ad listings in the local newspaper and from referrals. Candidates are interviewed by a member of the management team and references are checked. In addition, the candidate is discussed in detail with the owner of the Company before an offer of employment is made.
5. New hires are generally started on a part-time, probationary basis for 30 to 60 days.
6. Termination procedures are in place that require immediate removal from computer system access, email and user profiles, and immediate deactivation of system passwords. Terminated employees are required to return their building pass and keys to the office prior to leaving.
7. Employees are informally evaluated throughout the year by management and on an annual basis in conjunction with potential pay raises. Employees who do not perform their job function in compliance with Company standards are informed and potentially terminated if performance does not improve.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

ORGANIZATION OF COMPANY (Continued)

CONTROL OBJECTIVE #2

Controls provide reasonable assurance that appropriate separation of responsibilities exists between employees in incompatible functions.

DESCRIPTION OF POLICIES AND PROCEDURES

1. The Pre-Billing, Billing, Collections and Finance areas are separated, as are the personnel and supervisors working in each department.
2. Personnel within each department are generally separated by individual customer.
3. The computer related functions are maintained by the Director of Technology and an outside IT company who are separate from the revenue cycle and finance department personnel.

CONTROL OBJECTIVE #3

Controls provide reasonable assurance that employees receive appropriate training and supervision

DESCRIPTION OF POLICIES AND PROCEDURES

1. Job descriptions and procedures are communicated to all Revenue Guard employees verbally and via written job descriptions.
2. Employee performance is reviewed annually against established performance standards.
3. Basic skill on-the-job training is provided to all employees by supervisors in each department. Staff meetings are held when new work-related issues arise. Management meetings are held regularly. Continuing education, industry related seminars, conferences and webinars are attended, as deemed necessary by management.
4. Management has an "open door" policy regarding staff questions and concerns.
5. Employees have direct supervision by a supervisor/manager in each department. There is daily verbal communication between supervisors and staff and management regarding medical claim processing customer issues that may arise.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS

REVENUE CYCLE / NEW CUSTOMER SET UP

CONTROL OBJECTIVE #1

Controls provide reasonable assurance that new customers are established on the system in accordance with the applicable customer contracts and requirements in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. The details of the new customer contract are approved by one of the owners of the Company.
2. A copy of the new customer contract is forwarded to the Director of Information Technology (IT Director) to implement customer set up procedures.
3. The IT Director sets up the customer information, the insurance providers' information and billing codes specific to that customer. The IT Director also works with the outside IT company to accomplish this.
4. The IT Director obtains the list of approved responsible officials from the customer and sets up in billing system.
5. After customer set up procedures are completed, the IT Director informs the managers of the Finance and Revenue Cycle Departments that the customer is ready for deployment.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

REVENUE CYCLE / PRE-BILLING

CONTROL OBJECTIVE #2

Controls provide reasonable assurance that claim and patient information received from customers is authorized and processed in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. Information is obtained from customers either electronically or via FedEx. The information is uploaded (or input if received by paper via mail/FedEx) into Revenue Guard's billing system daily by a Revenue Guard employee separate from the Pre-Billers.
2. The Pre-Billing department accesses this information on the system and begins their verification process.
3. Verification includes name, address, phone number, social security number and insurance information of the patient that received ambulance services. Research is done utilizing third party websites, repeat patient records and phone calls to patients and hospitals to obtain missing information.
4. The billing program does not permit more than one patient to be listed with the same social security number. Pre-Billing cannot be completed until this error is corrected.
5. Each Pre-Biller documents all steps taken to obtain missing patient and insurance information in the billing system so that there is a trail for all departments to reference as the claim continues through the system.
6. After verification is complete, the Pre-Biller initials each ambulance trip sheet.
7. At the end of each week, a report is run and reviewed by the Pre-Billing manager to determine how many claims have been verified. This is done to ensure that work is completed timely.
8. Revenue Guard's system generates control totals of the number of ambulance trips submitted for billing by customer on a daily basis. These control totals are compared to customer monthly billing reports to ensure completeness of the billing of claims submitted.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

REVENUE CYCLE / BILLING

CONTROL OBJECTIVE #3

Controls provide reasonable assurance that claims are billed and submitted to insurance companies and patients in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. The Billing Department receives all paperwork and handwritten changes from the Pre-Billing Department.
2. The Biller will verify that all required patient and insurance information has been completed by the Pre-Biller.
3. The Biller will then input the appropriate insurance billing codes and charges and fills out the electronic questionnaire based on the diagnosis and other information from the ambulance trip sheets. Billing codes are limited based on the information set up by the IT Director from the initial customer set up.
4. The "history" function of the billing system automatically records the Pre-Biller and Biller who worked on each claim based on their computer log in credentials.
5. At the end of each day, the Billers run and review a "check error" report to alert the Billing manager to errors in customer accounts that will prevent claims from processing correctly. The customer claims will not be submitted to insurance companies or patients without the corrections made.
6. Each month, the Director of Revenue Cycle reviews the "denial report" which lists claims that are denied by insurance companies. The report is reviewed in person with staff members who have an excess of 10 denied claims per month. Staff with less than 10 denials per month will receive an email that summarizes claim issues for their future information.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

REVENUE CYCLE / COLLECTIONS

CONTROL OBJECTIVE #4

Controls provide reasonable assurance that claims are paid by insurance companies and patients in an accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. The Collection Department receives a "payments" report for claims that remain unpaid after 30 days (60 days for Medicare claims) and will contact the insurance company and/or patient to correct any errors in responsible payer information.
2. Each collection staff member is assigned specific customer accounts and is monitored by the collection manager.
3. A "call backs" report is run daily and is monitored by the department manager. This report details the steps taken to obtain correct payer information in order to get claims paid in a timely manner.
4. The collection department's general policy is to complete the research on any open claims listed on the payments report on Monday by the end of the week. For claims that cannot be collected, the collections manager will "write off" or remove the uncollectible account from the billing system and will send the account to an outside collection agency.
5. Only members of the senior management team at Revenue Guard are authorized to write-off an uncollectible account in the billing system.
6. At the end of the month, a report detailing the accounts sent to the outside collection agency is run and reviewed by senior management.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

FINANCE / CASH RECEIPTS AND REPORTING

CONTROL OBJECTIVE #1

Controls provide reasonable assurance that payments received from insurance companies and patients are processed in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. For smaller non-hospital customers, payments can be received either by mailed checks to post office boxes set up by Revenue Guard or electronically. Daily, staff members retrieve the mail from the post office boxes. The mail is brought back to Revenue Guard's office where it is separated by clerical staff and filed by customer name.
2. Each staff member is assigned to and is responsible for specific customers.
3. Daily and/or weekly (depending on customer), each staff member matches the checks received to the Explanation of Benefits form (EOB), inputs the checks received in the mail into each customer's deposit database kept on a network excel schedule and writes up a bank deposit slip.
4. The deposit slips and an adding machine tape control total of the deposit slips are attached to the deposit database schedule; the two totals should match before the package is given to the cash receipts "poster".
5. The poster is a different staff member from the staff member preparing the deposit slips. The poster posts the cash receipts to the billing system.
6. The poster initials the deposit database schedule to indicate that the batch was posted to the billing system.
7. The deposit slips and the checks are taken to the bank daily by four different staff members.
8. Electronic payments are listed on the deposit database schedule in batch daily.
9. Beginning in 2016, the majority of Revenue Guard hospital customers receive payments via their own lockbox. Revenue Guard does not physically handle the funds coming in from insurance companies and patients; however, Revenue Guard does receive payment summaries from customers that the Revenue Guard finance department compares to information from the insurance companies (EOBs) for reconciliation purposes. Any discrepancies noted by Revenue Guard are posted to the summary sheet and the customer reviews and reconciles at month end when a monthly reporting package is sent to them. Hospital customers reconcile their own bank accounts monthly.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

FINANCE / CASH RECEIPTS AND REPORTING (Continued)

DESCRIPTION OF POLICIES AND PROCEDURES (Continued)

10. The entire receipts package including the database deposit (posting) report, check copies and deposit slips, if applicable, are scanned into Revenue Guard's computer system monthly; the hard copies of this package are kept for two months and then are shredded for security purposes.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

FINANCE / CASH RECEIPTS AND REPORTING (Continued)

CONTROL OBJECTIVE #2

Controls provide reasonable assurance that monthly cash flow reports and Revenue Guard invoices are provided to customers in a complete, accurate and timely manner.

DESCRIPTION OF POLICIES AND PROCEDURES

1. At the end of the month, the finance department manager runs several reports to proof each customer's cash balance/deposits and accounts receivable balance. End of month reports run include: accounts receivable, cash receipts, sales, credit and write-off reports.
2. As part of the monthly closing procedure, the finance department manager verifies that no unusual adjustments or write-offs were done by Revenue Guard staff.
3. After the reconciliation process is complete, the following monthly reports are emailed to the customers for review: accounts receivable by payor, calls by payor, payments by payor, deposit summary (if applicable), trip summary, write-offs schedule and any additional reports as required by individual customers.
4. Revenue Guard's service invoice is included with the emailed package.

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

COMPUTER CONTROLS / INFORMATION SECURITY

CONTROL OBJECTIVE #1

Controls provide reasonable assurance that logical access to programs, data and computer resources is restricted to authorized and appropriate users.

DESCRIPTION OF POLICIES AND PROCEDURES

1. Revenue Guard's computer network and back-up servers utilize the Windows 2012 R2 operating system and is protected by a SonicWALL NSA 220 firewall. Staff workstations utilize the Windows 7 Professional operating system.
2. Viper antivirus software is utilized to filter emails and spam for viruses.
3. Websites and email unrelated to Revenue Guard's job processes are blocked from staff use. Business emails with sensitive data have encryption capability.
4. Revenue Guard's computer systems are maintained by an internal IT director as well as an outside computer consulting company (Integrated Computer Services, Inc).
5. Onsite, Revenue Guard's staff and management have passwords to log into their individual workstations and another password to access the billing system.
6. Passwords expire every 60 days and must be changed at that time to gain access to the system.
7. Personnel are assigned a unique user ID which limits access to different areas of the billing system to their job responsibilities.
8. After three unsuccessful attempts to log onto the system, any user will be disabled.
9. Personnel are required to log off or lock their computers when they are not sitting at their desk.
10. Remote access into the system is available to Revenue Guard's management team only and is accessed via GoToMyPC Corporate which integrates increased levels of security in accordance with HIPAA requirements.
11. The remote access connection is secured by a virtual private network (VPN-Citrix) and a firewall (SonicWALL).

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**REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)**

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

COMPUTER CONTROLS / INFORMATION SECURITY (Continued)

DESCRIPTION OF POLICIES AND PROCEDURES (Continued)

12. User IDs and passwords are required to establish the remote access connection and an additional user ID and password are necessary to gain access into the Revenue Guard billing system.
13. Medex's (related company) access in Sweet is limited to their own customer database only. Medex cannot access Revenue Guard's customer database and Revenue Guard cannot access Medex's customer database as well.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)

CUSTOMER TRANSACTION PROCESSING / PROCESSING CLAIMS (Continued)

COMPUTER CONTROLS / INFORMATION SECURITY (Continued)

CONTROL OBJECTIVE #2

Controls provide reasonable assurance that physical access to computer and other resources is restricted to authorized and appropriate personnel

DESCRIPTION OF POLICIES AND PROCEDURES

1. Physical access to the computer server room is via a single door with a keypad/access code lock.
2. The IT Director, the IT assistant and outside IT vendor (Integrated Computer Services Inc) are the only three who have the access code to the computer room door. The computer room door remains locked throughout the day.
3. The computer room has a temperature monitor, which is connected to a surveillance camera (also used for security) located in the computer room. The IT vendor also monitors the temperature in the computer room and will send an alert message (generally a phone call) to the IT Director if unacceptable temperatures are reached.
4. Revenue Guard's office is located in a one-story building office complex located in Morganville, New Jersey. The front door of Revenue Guard's office is directly connected to the outside area and is locked at all times. The front door is secured by an access keypad, which requires each employee to use a code and an electronic (FOB) tag to gain access to the building. Visitors to the office are buzzed in by the receptionist after identified. Visitors must sign in, wear an identification badge and be escorted by a Revenue Guard employee throughout the building at all times.
5. A secondary entrance which has a keypad lock separates the reception area from the employee staff area.
6. Video surveillance cameras are located in several areas on the inside and outside of Revenue Guard's office. The cameras are monitored on computer screens (via DVR) in the offices of the two owners of Revenue Guard, the IT director and the General Manager. Access to the video surveillance cameras can also be viewed on management's cellular phones.

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REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION IV – INFORMATION PROVIDED BY THE SERVICE AUDITOR
CONTROL OBJECTIVES AND RELATED CONTROLS (Continued)

COMPUTER CONTROLS / INFORMATION SECURITY (Continued)

DESCRIPTION OF POLICIES AND PROCEDURES (Continued)

7. Revenue Guard's outside IT consulting firm (Integrated Computer Services Inc) receives alert messages if there is a security breach or when unacceptable climate conditions arise at the Milwaukee colocation data center.
8. Uninterrupted Power Supply (UPS) devices are installed at both the colocation data center and the New Jersey office to provide continued power in the case of an electrical power failure.

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION V – OTHER INFORMATION PROVIDED BY REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC

As it relates to business continuity and contingency planning, Section 3.71 of the American Institute of Certified Public Accountants' (AICPA) Statement on Standards for Attestation Engagements Number 16 (SSAE No. 16) Audit Guide states:

“Control objectives that are not likely to be relevant to the user entities’ internal control over financial reporting may be included in a separate section entitled “Other Information Provided by the Service Organization.” An example of such a control objective is one that addresses the service organization’s business continuity and contingency planning. Such information generally is of interest to management of the user entities. However; because plans are not controls, a service organization would not ordinarily include in its description a unique control objective that addresses the adequacy of business continuity or contingency planning.”

In accordance with AICPA guidelines, control objectives related to business continuity and contingency planning are excluded from the previous sections of this report.

In order to provide **DISASTER RECOVERY AND COMPUTER SYSTEM MAINTENANCE** control information to customers, Revenue Guard Medical Claims Management LLC is including information related to these controls in this Section V.

DAILY BACKUPS

Revenue Guard’s three (3) back-up servers are located at a CyberLynk colocation datacenter in Milwaukee, Wisconsin. This facility has enhanced security and environmental controls. These enhanced controls are important for maintaining the security and integrity of client information and are monitored by CyberLynk; however; alert messages are sent to Revenue Guard’s outside IT consulting firm and in-house IT Director when security and/or environmental conditions have been compromised.

CyberLynk provides the following services for Revenue Guard:

- **SECURITY / ACCESS CONTROLS**
 1. Entrances and exits of the perimeter of the colocation building are continually monitored.
 2. Visitor access authorization and validation is required by security officers. Biometric meters, access card readers, locking cabinets and monitoring by video or site staff is also used for security.
 3. Private cages are used for stored equipment with access only limited to authorized personnel through use of an additional card reader on the cage door.

Rizick & Rizick CPAs LLC

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
SECTION V – OTHER INFORMATION PROVIDED BY REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
 (Continued)

- **CLIMATE CONTROL:** temperature and humidity are controlled in the colocation area to ensure a consistent computer operating environment.
- **ELECTRICAL POWER:** delivery systems are designed to provide a redundant uninterrupted power supply through primary and secondary sources.

Back-up of client data outside of the billing system is done incrementally (real time). The billing system data is backed-up daily at the end of each day.

In addition, Revenue Guard's IT director maintains a nightly back-up of all data utilizing Carbonite cloud software.

BUSINESS CONTINUITY AND DISASTER RECOVERY

Revenue Guard has a written disaster recovery plan that has been tested by management.

A redundant infrastructure is in place utilizing the backed-up files in the Milwaukee colocation and carbonite software.

Both the New Jersey office and the Milwaukee colocations utilize Uninterrupted Power Supply (UPS) units for the hardware operating there. These devices provide electrical power in case of power failure.

Utilizing a colocation center in Milwaukee, Wisconsin provides added protection from power failure in Revenue Guard's main operating office in New Jersey as it is on a different power grid.

SAMPLE AMBULANCE COLLECTION ANALYSIS

		Charges	Payments	Billable trips	Charges Per Trip	Cash Per Trip
March	2007	33,727.96	-	59	571.66	-
April	2007	66,083.30	-	113	584.81	-
May	2007	78,421.80	14,166.49	135	580.90	104.94
June	2007	71,633.81	35,117.83	115	622.90	305.37
July	2007	74,934.01	40,409.34	121	619.29	333.96
August	2007	52,355.58	27,592.53	91	575.34	303.21
September	2007	61,434.65	28,045.49	105	585.09	267.10
October	2007	84,888.72	40,693.16	143	593.63	284.57
November	2007	93,090.23	48,845.25	152	612.44	321.35
December	2007	63,639.01	27,229.97	100	636.39	272.30
January	2008	85,144.78	50,018.13	139	612.55	359.84
February	2008	72,794.56	38,796.55	132	551.47	293.91
March	2008	57,085.23	32,904.49	92	620.49	357.66
April	2008	82,322.41	43,039.61	118	697.65	364.74
May	2008	75,352.83	34,448.03	126	598.04	273.40
June	2008	81,343.58	50,829.48	138	589.45	368.33
July	2008	82,419.10	39,536.52	140	588.71	282.40
August	2008	65,392.33	50,027.91	97	674.15	515.75
September	2008	80,953.45	29,979.00	121	669.04	247.76
October	2008	79,298.46	49,997.27	119	666.37	420.15
November	2008	75,368.89	37,247.14	117	644.18	318.35
December	2008	81,733.77	38,528.66	125	653.87	308.23
January	2009	101,016.46	37,219.98	156	647.54	238.59
February	2009	66,658.48	43,450.33	101	659.98	430.20
		1,767,093.40	838,123.16	2,855.00	618.95	293.56

**raised base rate from 600 to 675

SAMPLE AMBULANCE COLLECTION ANALYSIS															
	Sales														
Charges	Sep-08 190,828	Aug-08 181,604	Jul-08 202,310	Jun-08 210,997	May-08 181,531	Apr-08 200,272	Mar-08 205,393	Feb-08 210,923	Totals 416,315						
Cash Collected															
Feb-08															
Mar-08															
Apr-08															
May-08				-	5,899.94	3.25%	57,884.55	28.90%	12,506.28	6.09%	2,746.39	1.30%	79,037.16		
Jun-08					42,411.61	23.36%	6,871.62	3.43%	3,841.45	1.87%	1,920.00	0.91%	55,044.68		
Jul-08			4,446.08	2.20%	60,369.02	28.61%	16,774.57	9.24%	8,514.22	4.25%	2,438.59	1.16%	95,561.17		
Aug-08		12,617.41	58,528.65	28.93%	14,347.14	6.80%	4,393.28	2.42%	2,130.94	1.06%	1,963.81	0.93%	96,238.64		
Sep-08	6,405.40	3.36%	44,183.38	24.33%	11,065.59	5.47%	2,064.16	0.98%	416.00	0.23%	428.42	0.21%	68,111.19		
Total \$	6,405.40		74,040.32		76,780.32		69,895.40		78,757.59		79,580.83		84,476.64		
Total Collection %	3.4%	31.3%	36.6%	36.4%	38.5%	39.3%	38.7%	40.1%	526,737.29						
As of September 2008															
Collection % Goal	43%	43%	43%	43%	43%	43%	43%	43%							
Collection \$ Goal	75,650.64	21,288.93	12,952.77	13,948.39	8,162.93	7,359.15	8,737.95	6,220.03							
Open DOS Aging	126,363	88,809	42,770	36,962	19,087	25,816	55,424	over 180	397,231						
Trips	315	295	350	339	302	328	332	344	2605						
Current Cash per Trip	20.33	192.55	211.54	228.49	231.44	240.11	239.70	245.57	202.20						

Credit Summay

Summary By Payor on Credit - Report Category/Code Description

SAMPLE MONTHLY PAYMENT SUMMARY

<u>ID</u>	<u>Description</u>	<u>Credits</u>	<u>QTY %</u>	<u>Amount</u>	<u>Amount %</u>
Report Category	COMP/MVA				
2814	GHI	3	0.48	158.85	0.16
301	NJ MANUFACTURERS INSURANCE	1	0.16	71.19	0.07
		-----		-----	
		4		230.04	
Report Category	Medicaid				
7117	Horizon NJ Health Medicaid	4	0.64	316.10	0.32
CAID	NJ MEDICAID - UNISYS	132	21.02	7620.91	7.63
		-----		-----	
		136		7937.01	
Report Category	Medicare				
HBM	HORIZON / BC MEDICARE	2	0.32	392.58	0.39
CARE	MEDICARE EMPIRE	279	44.43	63627.62	63.68
RRCARE	Railroad Medicare*****	14	2.23	3307.20	3.31
		-----		-----	
		295		67327.40	
Report Category	SELF PAY				
pr	PATIENT RESPONSIBILITY	71	11.31	9401.34	9.41
		-----		-----	
		71		9401.34	
Report Category	THIRD PARTY INSURANCE				
AARP	AARP	33	5.25	1879.99	1.88
AETNA	Aetna Insurance	18	2.87	3957.33	3.96
41574	AMERIHEALTH	1	0.16	47.71	0.05
1609	Blue Cross/Blue Shield-1609	4	0.64	1442.12	1.44
1301	Blue Cross/Blue Shield-nept BC	12	1.91	894.68	0.90
5200	CIGNA	5	0.80	630.83	0.63
656	Federal Blue Cross/Blue Shield	4	0.64	1246.66	1.25
10821	GENWORTH LIFE & ANNUITY INS	1	0.16	66.05	0.07
2832	GHI	3	0.48	154.92	0.16
820	Horizon Blue Cross/Blue Shield	13	2.07	1666.36	1.67
639	HORIZON GM bc	2	0.32	109.83	0.11
HG	HORIZON MEDIGAP bc	6	0.96	336.04	0.34
1901a	INDEPENDENCE BLUE CROSS	2	0.32	464.40	0.46
20547	NALC	1	0.16	56.88	0.06
OXFORD	OXFORD	3	0.48	663.09	0.66
1501	PUBLISHERS PRESSMENS BENEFIT	1	0.16	59.50	0.06
97	TRANSAMERICA	1	0.16	27.79	0.03
NREG	TRICARE NORTH/PGBA	1	0.16	55.57	0.06
8080	UNITED AMERICAN INSURANCE CO	1	0.16	49.02	0.05
740803	United Healthcare	1	0.16	56.88	0.06
30304	United Healthcare	3	0.48	147.06	0.15
740800	UNITED HEALTHCARE	4	0.64	735.06	0.74
30555	United Healthcare	1	0.16	217.26	0.22
981502	United Healthcare	1	0.16	63.43	0.06

Total Page : 2 of 2
 Page : 2 of 2
 Date : 11/13/2008
 Time : 14:47:00
 History ID : 2706828

Credit Summa

Summary By Payor on Credit - Report Category/Code Description

PMTS BY PAYOR

<u>ID</u>	<u>Description</u>	<u>Credits</u>	<u>QTY %</u>	<u>Amount</u>	<u>Amount %</u>
		122		15028.46	
Totals For All		628		99924.25	
Total Purged	0	Total Amount Purged:			
		Total Amount with Purged:			

Call Summary
SAMPLE MONTHLY CALL SUMMARYDate :
Time : 15:59:12
History ID : 2706863**Group By Primary PayorReport Category/Code Description**

<u>Code ID</u>	<u>Description</u>	<u>Calls</u>	<u>Charges</u>	<u>Credits</u>	<u>Balance</u>
Report Category	COMP/MVA				
1046	Liberty Mutual	1	610.50	0.00	610.50
		<u>1</u>	<u>610.50</u>	<u>0.00</u>	<u>610.50</u>
Report Category	Medicaid				
AMCH	AMERICHoice CAID	1	772.00	0.00	772.00
7117	Horizon NJ Health Medicaid	4	2575.00	0.00	2575.00
CAID	NJ MEDICAID - UNISYS	20	12089.50	3792.00	8297.50
		<u>25</u>	<u>15436.50</u>	<u>3792.00</u>	<u>11644.50</u>
Report Category	Medicare				
11320	AMERICAN HEALTH INC	1	604.50	0.00	604.50
HBM	HORIZON / BC MEDICARE	3	2055.00	0.00	2055.00
CARE	MEDICARE EMPIRE	285	174115.50	37307.29	136808.21
RRCARE	Railroad Medicare*****	7	4386.50	0.00	4386.50
31372	WELLCARE	1	534.50	0.00	534.50
31412	WELLCARE	1	534.50	0.00	534.50
		<u>298</u>	<u>182230.50</u>	<u>37307.29</u>	<u>144923.21</u>
Report Category	SELF PAY				
cc	CHARITY CARE	1	829.00	0.00	829.00
P	PATIENT PAY	6	4272.50	0.00	4272.50
		<u>7</u>	<u>5101.50</u>	<u>0.00</u>	<u>5101.50</u>
Report Category	THIRD PARTY INSURANCE				
14700	ACS/Healthnet	1	781.50	0.00	781.50
AETNA	Aetna Insurance	3	2192.00	0.00	2192.00
1219	BLUE CROSS	1	756.50	0.00	756.50
1609	Blue Cross/Blue Shield-1609	2	1563.00	0.00	1563.00
1301	Blue Cross/Blue Shield-nept BC	3	2079.50	0.00	2079.50
5200	CIGNA	1	677.00	0.00	677.00
820	Horizon Blue Cross/Blue Shield	3	2088.50	0.00	2088.50
OXFORD	OXFORD	3	1949.00	0.00	1949.00
1030	QUALCARE	1	781.50	0.00	781.50
7889	TRICARE	1	743.50	0.00	743.50
740800	UNITED HEALTHCARE	6	3843.50	0.00	3843.50
		<u>25</u>	<u>17455.50</u>	<u>0.00</u>	<u>17455.50</u>
Total for All		<u>356</u>	<u>220834.50</u>	<u>41099.29</u>	<u>179735.21</u>

SAMPLE VOLUNTEER AMBULANCE

OPEN ACCOUNTS RECEIVABLE REPORT

AS OF: 10/08/2008

<u>DATE</u>	<u>CALL #</u>	<u>CHARGES</u>	<u>PAYMENTS</u>	<u>ALLOWANCES</u>	<u>DISCOUNT</u>	<u>WRITE OFF</u>	<u>REFUND</u>	<u>BALANCE</u>
06/12/2008	LD000057A1	230.00	0.00	0.00	0.00	0.00	0.00	230.00
06/12/2008	LD000058A1	632.00	0.00	0.00	0.00	0.00	0.00	632.00
06/13/2008	LD000013A1	680.00	0.00	0.00	0.00	0.00	0.00	680.00
06/13/2008	LD000014A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/13/2008	LD000015A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/13/2008	LD000016A1	616.00	492.00	0.00	0.00	0.00	0.00	124.00
06/13/2008	LD000017A1	600.00	0.00	0.00	0.00	0.00	0.00	600.00
06/13/2008	LD000018A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/13/2008	LD000050A1	608.00	0.00	0.00	0.00	0.00	0.00	608.00
06/13/2008	LD000055A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/13/2008	LD000067A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/14/2008	LD000011A1	608.00	0.00	0.00	0.00	0.00	0.00	608.00
06/14/2008	LD000012A1	656.00	2.00	0.00	0.00	0.00	0.00	654.00
06/15/2008	LD000010A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/15/2008	LD000052A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/15/2008	LD000053A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/15/2008	LD000056A1	640.00	0.00	0.00	0.00	0.00	0.00	640.00
06/15/2008	LD000065A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/15/2008	LD000287A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/16/2008	LD000005A1	624.00	377.70	230.56	0.00	0.00	0.00	15.74
06/16/2008	LD000006A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/16/2008	LD000041A1	648.00	0.00	0.00	0.00	0.00	0.00	648.00
06/16/2008	LD000049A1	632.00	0.00	0.00	0.00	0.00	0.00	632.00
06/22/2008	LD000042A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/24/2008	LD000019A1	616.00	309.61	228.98	0.00	0.00	0.00	77.41
06/24/2008	LD000020A1	648.00	0.00	0.00	0.00	0.00	0.00	648.00
06/24/2008	LD000021A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/24/2008	LD000059A1	656.00	0.00	0.00	0.00	0.00	0.00	656.00
06/25/2008	LD000024A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000025A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000026A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000027A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000028A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/25/2008	LD000029A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/25/2008	LD000060A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/26/2008	LD000031A1	688.00	0.00	0.00	0.00	0.00	0.00	688.00
06/26/2008	LD000032A1	616.00	309.61	228.98	0.00	0.00	0.00	77.41
06/26/2008	LD000061A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/26/2008	LD000066A1	656.00	0.00	0.00	0.00	0.00	0.00	656.00
06/27/2008	LD000035A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/27/2008	LD000036A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/27/2008	LD000051A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/27/2008	LD000063A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/28/2008	LD000037A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/28/2008	LD000038A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/28/2008	LD000039A1	632.00	0.00	0.00	0.00	0.00	0.00	632.00
06/28/2008	LD000040A1	624.00	377.70	230.56	0.00	0.00	0.00	15.74
06/28/2008	LD000064A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/29/2008	LD000001A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/29/2008	LD000043A1	608.00	0.00	0.00	0.00	0.00	0.00	608.00
06/29/2008	LD000044A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/30/2008	LD000002A1	624.00	314.75	230.56	0.00	0.00	0.00	78.69
06/30/2008	LD000003A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2019-196 : Authorizing the Extension for Emergency Medical Services Billing)

SAMPLE VOLUNTEER AMBULANCE
OPEN ACCOUNTS RECEIVABLE REPORT

AS OF: 10/08/2008

<u>DATE</u>	<u>CALL #</u>	<u>CHARGES</u>	<u>PAYMENTS</u>	<u>ALLOWANCES</u>	<u>DISCOUNT</u>	<u>WRITE OFF</u>	<u>REFUND</u>	<u>BALANCE</u>
06/30/2008	LD000045A1	616.00	0.00	0.00	0.00	0.00	0.00	616.00
06/30/2008	LD000046A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
06/30/2008	LD000047A1	624.00	0.00	0.00	0.00	0.00	0.00	624.00
<u>TOTALS</u>	56	34,686.00	3,442.37	2,071.88	0.00	0.00	0.00	29,171.75

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2019-196 : Authorizing the Extension for Emergency Medical Services Billing)

SAMPLE VOLUNTEER AMBULANCE
CLOSED ACCOUNTS RECEIVABLE REPORT

AS OF: 10/08/2008

<u>DATE</u>	<u>CALL #</u>	<u>CHARGES</u>	<u>PAYMENTS</u>	<u>ALLOWANCES</u>	<u>DISCOUNT</u>	<u>WRITE OFF</u>	<u>REFUND</u>	<u>BALANCE</u>
06/10/2008	LD000107A1	616.00	0.00	0.00	0.00	616.00	0.00	0.00
06/14/2008	LD000054A1	632.00	632.00	0.00	0.00	0.00	0.00	0.00
06/15/2008	LD000007A1	624.00	393.44	230.56	0.00	0.00	0.00	0.00
06/15/2008	LD000008A1	616.00	151.89	464.11	0.00	0.00	0.00	0.00
06/15/2008	LD000009A1	624.00	243.44	380.56	0.00	0.00	0.00	0.00
06/16/2008	LD000004A1	624.00	624.00	0.00	0.00	0.00	0.00	0.00
06/16/2008	LD000048A1	616.00	0.00	0.00	0.00	616.00	0.00	0.00
06/24/2008	LD000022A1	624.00	314.75	309.25	0.00	0.00	0.00	0.00
06/24/2008	LD000023A1	688.00	123.13	564.87	0.00	0.00	0.00	0.00
06/25/2008	LD000030A1	624.00	293.44	330.56	0.00	0.00	0.00	0.00
06/25/2008	LD000062A1	616.00	0.00	0.00	0.00	616.00	0.00	0.00
06/27/2008	LD000033A1	616.00	237.02	378.98	0.00	0.00	0.00	0.00
06/27/2008	LD000034A1	624.00	393.44	230.56	0.00	0.00	0.00	0.00
<u>TOTALS</u>	13	8,144.00	3,406.55	2,889.45	0.00	1,848.00	0.00	0.00

Attachment: asbury bid 03-29-2017_12-05-02-793 Revenue Guard (2019-196 : Authorizing the Extension for Emergency Medical Services Billing)



RESOLUTION NO. 2019-197

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

AUTHORIZING AN AGREEMENT WITH PARKMOBILE FOR A MOBILE PARKING APPLICATION

WHEREAS, the City of Asbury Park is a member of the National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the NCPA has awarded ParkMobile a competitively bid contract and said contract number 05-19; and

WHEREAS, Public Law 2011, c. 139 and subsequent Local Finance Notice (LFN) 2012-10 authorizes the use and subsequent implementation of national cooperatives; and

WHEREAS, ParkMobile has provided a month-to-month contract of no charge to the City and as per N.J.S.A 40A:11-5 this contract shall be for three years in length; and

WHEREAS, the contract term shall commence upon the date of the mutually agreed upon Notice to Proceed that shall be signed by ParkMobile and the City Manager; and

WHEREAS, said contract is attached to this Resolutions; and

WHEREAS, the Parking Committee and Director of Transportation are recommending to the City Council to authorize the award for a mobile parking application to ParkMobile; and

WHEREAS, ParkMobile, as per LFN 2012-10 are required to supply a New Jersey Business Registration Certificate, a Statement of Corporate Ownership and EEO Compliance before the contract can be signed; and

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

WHEREAS, the City Clerk shall advertise this award as per the requirements in LFN 2012-10.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with ParkMobile as per NCPA Contract 05-19 for a mobile payment parking

application.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-197 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK

PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this “Agreement”) is made and entered into as of this 24th day of May, 2019 (the “Effective Date”), by and among **PARKMOBILE, LLC**, a Delaware limited liability company (“Parkmobile”), and **CITY OF ASBURY PARK** (“Client”).

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of on-street and off-street parking through proprietary mobile applications; and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will market through Parkmobile Applications, Sites and other Parkmobile owned or controlled assets, mobile parking services to Client, upon the terms and subject to the conditions contained herein rates.

WHEREAS, Parkmobile is also an awarded vendor with the National Cooperative Purchasing Alliance to provide integrated parking management systems to public agencies at established rates (“NCPA Rate”); and

WHEREAS, the City of Asbury Park Procurement Code authorizes the use of other contracts as an acceptable method of procurement of competitively bid prices; and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking services and license certain software to Client, upon the terms and subject to the conditions in this Agreement and NCPA rates.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated in this Agreement, the following terms have the following meanings in this Agreement (such meanings to be applicable equally to the singular and plural forms of the terms defined):

1.1 “Application” means Parkmobile’s proprietary mobile applications, websites and other properties as Parkmobile may develop for the purpose of, among other things, scheduling, starting, extending and completing Transactions and making payment for all related charges and fees, including but not limited to on-street and off-street parking, etc.

1.2 “IVR System” means our interactive voice response system.

1.3 “Law” means any applicable law, regulation, legal or regulatory process of any government agency, rule or regulation, or official interpretation thereof that governs or relates to this Agreement, the Services, the Platform or the parties’ respective businesses.

1.4 “Minimum Reporting Elements” means the information and data related to the Transactions as described in Schedule 4 attached to this Agreement.

1.5 “Transaction” means a Member’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.6 “Parking Fee” means, for each Transaction, the amount set by Client for a given Transaction.

1.7 “Platform” means our Application; Services; Site; IVR System; our backend technologies, functions, servers, databases; parking management systems; and our other products, services, content, features, technologies, functions, applications, and related websites or other applications; and any future updates, changes, revisions or additions thereto, that are related to the management of Transactions.

1.8 “Report” means a detailed statement of information related to the Transactions, as more particularly described in Schedule 2 to this Agreement.

1.9 “Member Fee” means the fees applicable to the Services, as set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

1.10 “Services” means the provision of solutions and resources to market, sell, process, track, redeem, and manage Transactions, as further defined in Schedule 1.

1.11 “Site” means any website owned or controlled by Parkmobile.

1.12 “Total Price” means the total amount to be charged to the User for each type of Transaction, including the Parking Fee and any Member Fee or other fees which may be charged in accordance with Schedule 3

1.13 “Transaction” means a Member’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.14 “Transaction Data” means all data other than Member Data related to a Member’s parking session, including, time, Total Price, rate paid and other information related to the parking transaction.

1.15 “Member” means the individual end user using the Platform other than Client.

1.16 “Member Data” means all data collected from Members in the process of registering Members and in connection with their usage of the Platform.

1.17 “Net Parking Revenue” mean the Total Price generated by Members, less Member Fees charged by Parkmobile, Transaction Processing Fee, bank transfer and other third-party fees.

1.18 “Transaction Processing Fee” means merchant processing and gateway fees at \$.15 plus 3% per authorized Transaction.

1.19 “Emerging Payment Revenue” means the Total Price by Members less Member Fees charged by Parkmobile, Transaction Processing Fees, bank transfer and other third-party fees if applicable.

1.20 “Parking Service Agreement” means our document entitled “Service Agreement” or other document bearing a similar title, or may refer to any similar document setting forth the applicable pricing, Service description, and additional terms and conditions which is executed or otherwise acknowledged by you in writing and, in any case, also includes all current and subsequent amendments, modifications or supplements thereto as such are implemented from time to time upon the written agreement of the parties. Parking Service Agreements include, but are not limited to a RSA, PSA, or ODSA. All Parking Service Agreements incorporate fully these Terms (as amended from time to time) without limitation, restriction, or qualification.

ARTICLE 2 SERVICES

2.1 Services Provided by Parkmobile. During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for Client as described on Schedule 1 hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the “Services”). Parkmobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, “Law”), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by Client, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and Client. In connection with Parkmobile’s performance of the Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as Client may reasonably establish from time to time.

If Client requires additional work that is not included in this Agreement, Parkmobile and Client shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

2.2 Help and Support. Parkmobile agrees to use its reasonable efforts to assist Client with any technical support that Client may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide Client with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support, in each case to the extent reasonably necessary for Parkmobile to provide the Services pursuant to this Agreement. In the event a party becomes aware of any errors or interruptions in the Services, each party shall notify the other Party.

2.3 Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile shall use commercially reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.4 No Performance Warranty. The Services are provided to Client “AS IS” with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended from time to time, upon written agreement of the parties.

2.5 Reservation of Rights. All rights not expressly granted to Client herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by Client in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Cooperation. Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Exclusivity. Parkmobile shall be the exclusive mobile parking service provider for Client during the Term of this Agreement.

2.9 Authority of the Parties. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party.

Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

2.10 Technology Sublicense. Parkmobile hereby grants Client the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that relates to the Services (the “Technology”) in connection with the Services. Client shall not use the Technology for any use other than in connection with the Services. Client acknowledges and agrees that (a) Parkmobile shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by Client shall use the Technology as necessary. Client has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, Client’s use of the Technology shall inure to Parkmobile’s benefit. During the Term or at any time thereafter, Client shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile’s right, title and interest in and to the Technology or the validity thereof.

ARTICLE 3 FEES; EXPENSES

3.1 Fees. The fees (the “Fees”) applicable to the Services, are set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder. For each Transaction, Parkmobile shall charge the Member the Total Price. If Parkmobile is the Merchant of Record (“MOR”), **Client shall provide to Parkmobile a Client Electronic Funds Authorization Form (Schedule 6) , W-9, and copy of a voided check or bank letter with account info (“Distribution Information”) prior to remittance.** Parkmobile will retain all Client funds without penalty until Parkmobile receives distribution information from Client. Thereafter, Parkmobile shall remit Net Parking Revenue to Client on a monthly basis.

3.2 Payment. If Client is the MOR, payment is due not later than thirty (30) days after invoice. Late payment interest of ten percent (10%) per annum may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

3.3 Taxes. Parkmobile’s prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by Client, or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

3.4 Billing Disputes. Client shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in favor of Client, Parkmobile shall credit Client on the immediately subsequent invoice issued to Client.

3.5 Expenses. Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third-party costs only on direct cost basis and only after the prior approval of Client.

ARTICLE 4 TERM; TERMINATION

4.1 Term. The initial term of this Agreement shall commence as of the Effective Date and terminate on May 23, 2022 (the “Initial Term”). Following the Initial Term, the Agreement shall be automatically extended for consecutive one (1) year renewal terms (each a “Renewal Term”), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration

of the then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the “Termination Date,” and the period from the Effective Date through the Termination Date is herein called the “Term.”

4.2 Termination for Cause.

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party’s property or providing for the liquidation or dissolution of such party’s property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

4.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, (i) each party shall promptly return to the other party or destroy all of such other party’s Confidential Information in its possession or control; and (ii) any licenses granted hereunder shall immediately expire unless stated otherwise, and (iii) Client shall discontinue all use of the Technology and intellectual property of Parkmobile.

(b) Upon termination or expiration of this Agreement, (i) Client shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) Client shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) Client shall discontinue all use of the Technology and intellectual property of Parkmobile.

(c) Notwithstanding the exercise by any party of its rights under this Article 3, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

ARTICLE 5 ADDITIONAL COVENANTS OF THE PARTIES

5.1 Confidentiality.

(a) Each party (sometimes referred to herein as a “receiving party”) acknowledges that all information and trade secrets relating to any of the other party’s products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party (“Confidential Information”). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

(b) Each receiving party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as “Representatives”). Each party shall be responsible for any breach of this Section 4.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party’s Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) Each Party’s Confidential Information shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party’s original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The term “Confidential Information” shall not apply to: (i) any information that is or becomes available in the public domain without breach of this Agreement; (ii) information that a party can demonstrate was known prior to receipt from the other party; or (iii) information that was subsequently received from a third party

(d) To the extent any receiving party determines it necessary or advisable to (i) file a copy of this Agreement with a governmental agency including the United States Securities and Exchange Commission, or (ii) make disclosure of Confidential Information of the disclosing party pursuant to a court order or otherwise in accordance with Law, the receiving party and/or its legal counsel shall (a) provide prompt written notice of such expected impending filing or disclosure to the disclosing party, (b) use reasonable best efforts and work with the disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information prior to any such filing or disclosure and (c) disclose in such filing or disclosure only what is required by Law or judicial process as to both manner and content.

(e) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Section 4.1 were not performed by the other party in accordance with the terms hereof and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each party’s obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that

each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

5.2 Information. Subject to Section 5.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

5.3 Records. Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's historical policies regarding retention of records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

5.4 Status Meetings. On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 4.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

5.5 Privacy. Client agrees (a) to comply with all applicable Law; (b) that it will use reasonable security measures to safeguard the PI; and (c) not to disclose to others the PI.

5.6 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable.

4.7 Ownership of Intellectual Property. Client acknowledge and agree that Parkmobile or its licensors or providers are the owners of all right, title and interest in and to the Platform, Member Data, all websites owned by Parkmobile, all work product or deliverables, our Intellectual Property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property rights associated with the foregoing. To the extent we provide any work product or deliverable to Client for your direct use (e.g. material for inclusion on a Client-hosted website to direct Members to a Parkmobile Website or Reservation Demand Management System), Client is hereby granted a limited, revocable and personal right to use such work product or deliverable during the Term in accordance with any instructions we provide. The provision of any such work product or deliverable to Client does not constitute a sale of such work product or deliverable to Client. Client shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. Client further agree that all work product or deliverable shall be treated as our Confidential Information. For the avoidance of doubt, any work product or deliverable that is created or used by Parkmobile as part of providing the Services (e.g., a landing page for Client hosted by Parkmobile) shall not be subject to the foregoing license.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

6.2 Disclaimer of Warranties. THE SERVICES ARE PROVIDED “AS IS” AND WITH ALL FAULTS. CLIENT ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE TRIAL PROGRAM OR SERVICES. WITHOUT LIMITING THE FOREGOING, CLIENT ASSUMES ALL RISKS ASSOCIATED WITH THE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

6.3 Indemnification.

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless Client, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys’ fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile’s representations or warranties in this Agreement; (ii) the breach of any of Parkmobile’s covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

(b) Indemnification by Client. Client shall indemnify, defend and hold harmless Parkmobile, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys’ fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Client’s representations or warranties in this Agreement; (ii) the breach of any of Client’s covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by Client in performing its obligations in connection with this Agreement.

6.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT,

NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 7 MISCELLANEOUS

7.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a “Force Majeure Event”). If a party’s performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party’s business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties’ ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

7.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:	Parkmobile, LLC 1100 Spring Street NW, Suite 200 Atlanta, Georgia 30309 Attention: Jonathan Ziglar Telephone: (404) 818-9036 Facsimile: (770) 818-9039 Email: legal@parkmobileglobal.com
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To Client:	City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712 Attention: Michael Manzella Telephone: 732-502-5727 email: Michael.manzella@cityofasburypark.com Fax: _____
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or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

7.3 Independent Contractors. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

7.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

7.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

7.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); provided that Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile or (ii) any lender to Parkmobile or its affiliates as security for borrowings.

7.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

7.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7.10 Arbitration. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held exclusively in the State of New Jersey in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the "Rules"). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of New Jersey excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws. The

arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any the state or federal courts located in the State of New Jersey. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator's jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

7.11 No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.12 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

“PARKMOBILE”:

PARKMOBILE, LLC

By: _____

Name: Jonathan Ziglar

Title: CEO

“CLIENT”:

CITY OF ASBURY PARK

By: _____

Name: _____

Title: _____

SCHEDULE 1

SERVICES

Parkmobile offers a service to Client's parking customers ("Users") that facilitates the activation and payment of parking transactions using the Application. For use of the Application, a Service Fee per Transaction as reflected in Schedule 3 is charged.

Parkmobile accepts several electronic payment methods from Members:

- a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
- b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, ACH, MasterPass, and Visa checkout.

Users who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, or using Parkmobile's or its partners' mobile applications. In order to register and begin a parking event, Users simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the Member to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the Client, to determine if a valid parking right exists. This service can be accessed by using a handheld terminal or PDA.

The supply of handheld terminals (or PDA's) for enforcement and GSM cards for communication between the handheld terminals and the database and back-office systems are outside the scope of the Services.

Members can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are charged to the preferred payment method of the Member. Members have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

SCHEDULE 2

SERVICE LEVELS

1. Operation, Management and Maintenance of the System

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides Client with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months.

2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, whichever party identifies the error or interruption shall inform the other party as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile may issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by Client and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that Client and Parkmobile disagree about whether an error or interruption has been resolved, Client and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then Client shall not be entitled to a credit for the Software during the downtime.

3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

4. Reports

- a. In addition to the Minimum Reporting Elements, Parkmobile shall provide Client access to several reports related to the Services via a web portal. All reports are available immediately. Those reports include;
- b. Parking Transaction Report: Ad hoc and automated reports that include all information related to parking reservations which can be used for operations and management.
- c. Payment Transaction Report: Ad hoc and automated reports that include payment information necessary for reconciliation.
- d. Daily Summary Reports which include all reservations for the previous date and the current date.

SCHEDULE 3 **FEES**

Parkmobile shall charge the Client or Member a member fee of \$0.30 cents per transaction ("Member Fee").

Traditional Payment Credit Card Fees/Merchant Processing/Other Third-Party Fees:

Parkmobile has been certified and can pass real time authorized debit/credit card transactions to the Client using one of Parkmobile's fully integrated processing partners to fund all remittance directly into Client's account. Should Client elect to pursue an alternative Merchant Service Provider, Parkmobile shall pass real time transactions via a gateway solution at an additional cost of \$.05 per authorized transaction. In either scenario, the Client acts as the MOR in the arrangement, covering all credit card processing costs. Parkmobile invoices the Client monthly to seek reimbursement from the Client for its Member Fee assessed on each Transaction.

Emerging Payments Fees

Parkmobile shall collect the Total Price for each Emerging Payment transaction and pass the Emerging Parking Revenue to the Client in accordance with Parkmobile's standard settlement procedures.

Other Terms and Conditions

Parkmobile's Member Fee does not cover any Transaction Processing Fees or other third-party fees associated with the acceptance of Traditional or Emerging Payments.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees.

The use of mobile devices for enforcement as well as data plans are not part of this agreement.

Cost for initial standard stickers shall be borne exclusively by Parkmobile. Client will be responsible for all installation.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program. Parkmobile reserves the right to change its name, branding and signage at any time during the Term of this Agreement

Parkmobile reserves the right to increase Member Fees and Additional Service (as defined below) fees upon sixty (60) days written notice to Client.

Other development activities and additional services (listed below) for a fee at the request of and after written approval by Client as described below.

Additional Services:

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to 3rd parties
5. Citation/Enforcement support
6. Replacement Signage/Stickers
7. Additional Training
8. Zone & Rate structure changes after implementation
9. Event Override Solution
10. Self-Administration Service

SCHEDULE 4**Minimum Reporting Elements**

- 1) Time/Date when Transaction was completed (with time zone)
- 2) Time/Date range for parking purchased in Transaction (with time zone)
- 3) Total price charged to Member
- 4) Price breakdown
 - (a) Member Fee
 - (b) Parking Fee
- 5) Payment Method - Credit Card, PayPal, Samsung Pay, etc.



RESOLUTION NO. 2019-198

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A REVOCABLE LICENSE FOR ENCROACHMENT OVER A CERTAIN PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE) ADJACENT TO THE PREMISES LOCATED AT 1112 AND 1114 MAIN STREET (BLOCK 2805, LOTS 18 & 9), AND TO EXECUTE A LICENSE AGREEMENT ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) possesses jurisdiction and control over certain public right-of-way (“ROW”) areas located within the City; and

WHEREAS, on April 8, 2019, R Bar, AP, LLC (the “applicant”) received preliminary and final site plan approval (with variances and waivers) from the Asbury Park Planning Board for a development project (the “project”) involving the premises located at 1112 and 1114 Main Street in the City, which are more commonly known and designated as Block 2805, Lots 18 and 19, respectively, on the Asbury Park City Tax Map (hereinafter referenced as the “premises”); and

WHEREAS, the premises is located in the Community Shopping Zone of the Main Street Redevelopment Area and is intended to be utilized as a restaurant/bar establishment, as more specifically described in the Planning Board’s Resolution of approval; and

WHEREAS, the Resolution of approval contained the following condition:

“#4 - This approval is subject to the approval of the Mayor and City Council of the City of Asbury Park for any encroachments proposed into any City Rights of Way by the applicant.”; and

WHEREAS, the approved site plan and architectural plans for the project provide for a copper canopy (the “canopy”) that is located above the entryway to the premises; and

WHEREAS, the proposed canopy will encroach into the air space in front of the premises along Main Street, in certain limited respects, extending approximately three feet (3’) in width from the front wall (façade) of the building, and extending approximately thirteen and one-half feet (13.5’) in length; and

WHEREAS, the encroachment encompasses a total area of approximately forty and one-half (40.5) square feet (the “license area”), as shown in Exhibit “A” to the attached License Agreement; and

WHEREAS, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to allow for the installation and the continued presence/maintenance of the said canopy in the license area under the terms and conditions set forth in the attached License Agreement.

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

1. That, to the extent that the City has jurisdiction over the license area, and without making any representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby grants to the applicant the revocable right (also known as the “License”) to install and to continually maintain, repair and/or replace a canopy over a certain portion of the license area, above the entryway to the premises, as shown in Exhibit “A” attached to the License Agreement, for the nominal sum of One Dollar (\$1.00), subject to the terms and conditions set forth in the attached License Agreement.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement on behalf of the City.
3. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution and the attached License Agreement.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) R Bar AP, LLC;
 - (b) Michael Capabianco, City Manager;
 - (c) Michele Alonso, Director of Planning and Redevelopment
 - (d) Frederick C. Raffetto, Esq., Municipal Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-198 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

CERTIFIED BY ME THIS 23rd DAY OF May, 2019.

CINDY A. DYE
CITY CLERK

**LICENSE AGREEMENT FOR ENCROACHMENT OVER CERTAIN PORTIONS OF
THE RIGHT-OF-WAY AREA (AIR SPACE) ADJACENT TO THE PREMISES
LOCATED AT 1112 AND 1114 MAIN STREET (BLOCK 2805, LOTS 18 & 19).**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2019, by and between **R BAR AP, LLC**, with an address of _____, and its successors and/or assigns (hereinafter referred to as the “Licensee”), and the **CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, NJ 07712 (hereinafter referred to as the “Licensor” and/or the “City”).

WITNESSETH:

WHEREAS, the City of Asbury Park possesses jurisdiction and control over certain public right-of-way (“ROW”) areas located within the City; and

WHEREAS, on April 8, 2019, the Licensee received preliminary and final site plan approval (with variances and waivers) from the Asbury Park Planning Board for a development project (the “project”) involving the premises located at 1112 and 1114 Main Street in the City, which are more commonly known and designated as Block 2805, Lots 18 and 19, respectively, on the Asbury Park City Tax Map (hereinafter referenced as the “premises”); and

WHEREAS, the premises is located in the Community Shopping Zone of the Main Street Redevelopment Area and is intended to be utilized as a restaurant/bar establishment, as more specifically described in the Planning Board’s Resolution of approval; and

WHEREAS, the Resolution of approval contained the following condition:

“#4 – This approval is subject to the approval of the Mayor and City Council of the City of Asbury Park for any encroachments proposed into any City Rights of Way by the applicant.”; and

WHEREAS, the approved site plan and architectural plans for the project provide for a copper canopy (the “canopy”) that is located above the entryway to the premises; and

WHEREAS, the proposed canopy will encroach into the air space in front of the premises along Main Street, in certain limited respects, extending approximately three feet (3’) in width from the front wall (façade) of the building, and extending approximately thirteen and one-half feet (13.5’) in length; and

WHEREAS, the site of the proposed encroachment is more specifically described in the ‘Partial Plan & Elevation – Row Encroachments,’ dated February 6, 2019, and ‘Preliminary & Final Site Plan,’ dated March 15, 2012, both of which were prepared by Weltz Architecture, and are attached hereto as Exhibit “A”; and

WHEREAS, the encroachment encompasses a total area of approximately forty and one-half (40.5) square feet (the “license area”), as shown in the attached Exhibit “A”; and

WHEREAS, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to grant a revocable license to the Licensee to allow for the installation and the continued presence/maintenance of the said canopy in the license area under the terms and conditions set forth herein; and

WHEREAS, on May 22, 2019 the City adopted Resolution No. 2019-____ (attached hereto as Exhibit “B”), which provided authorization for the conveyance of a license over the license area, as shown in the attached Exhibit “A,” to the Licensee, for the nominal consideration of One Dollar (\$1.00); and

WHEREAS, the purpose and intent of this instrument is to confirm and memorialize the granting of said license to the Licensee, and to specify the terms and conditions associated therewith.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for the nominal consideration of One Dollar (\$1.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the City has jurisdiction over the license area, and without making any representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby grants to the Licensee the revocable right (also known as the “License”) to install and to continually maintain, repair and/or replace a canopy over a certain portion of the license area, above the entryway to the premises, as shown in Exhibit “A” attached hereto, for the nominal sum of One Dollar (\$1.00), subject to the provisions set forth herein.
2. The Licensee shall be required to obtain a construction permit from the Licensor for the initial construction of, and for any replacement of, the canopy. Further, there shall be no expansion of the size, or change to the design, of the canopy without additional approvals and/or permitting by the Licensor. Said approvals and/or permits shall be issued at the sole discretion of the Licensor.
3. The Licensee shall not allow the canopy to interfere in any way with the ability of the public to utilize the public sidewalk area located immediately beneath the canopy. Further, the Licensee shall not interfere, or permit any interference whatsoever, with the public sidewalk area in or around the license area.

4. The Licensor shall not unreasonably interfere with the Licensee's use and enjoyment of the license area. However, in the case of an emergency or necessity, the Licensor shall be allowed immediate access to the license area after providing such advance notice to the Licensee as is reasonably practicable under the circumstances. The parties hereto agree that all such access by the Licensor will be performed in a manner that causes as little disturbance to the parties as is reasonably practicable under the circumstances.
5. The within License shall be revocable at the will of the Licensor, and the Licensee shall have no recourse whatsoever against Licensor if said privilege is revoked, in whole or in part, at any time and/or for any reason during the course of the within Agreement.
6. The Licensee will exercise the privilege granted herein at the Licensee's own risk and agrees that it will never claim any damages against the Licensor for any injury or damages sustained to any person or property which is in any way related to the canopy and/or to the Licensee's exercise of the privilege(s) granted herein, regardless of any fault or negligence of the Licensor.
7. The Licensee shall name the Licensor as an additional insured on its general liability insurance policy covering the premises. The Licensee further agrees to indemnify and hold harmless the Licensor, as well as all officials, employees and agents of the Licensor, against any and all liability whatsoever for injury or damages sustained to any person or property relating to the canopy and/or the Licensee's exercise of the privilege(s) granted herein, regardless of any fault or negligence of the Licensor, and the Licensee shall be responsible for all expenses, including legal fees, resulting from, arising out of, or in any way connected to the exercise of the privilege granted to the Licensee, its successors and/or assigns.
8. The Licensee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Licensor, that may have jurisdiction over the license area, and that it is the Licensee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities.
9. Use of the license area by the Licensee and all successors in title and/or assigns shall only be for the purposes identified herein and for no other purpose(s).
10. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.
11. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS:

R BAR AP, LLC

Print Name: _____

By: _____
Title: _____

ATTEST:

CITY OF ASBURY PARK

Cindy A. Dye, City Clerk

Honorable John Moor, Mayor

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CINDY A. DYE, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the Hon. John Moor, the Mayor of the City;
- (c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Resolution of the Mayor and City Council (Resolution No. 2019-____, adopted on May 22, 2019);
- (d) This person well and truly knows the corporate seal which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF _____ SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as _____ of R BAR AP, LLC, a New Jersey Corporation (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC



**Asbury Park, New Jersey
ORDINANCE NO. 2019-22**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
A CERTAIN PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE) ADJACENT
TO THE PROPERTY LOCATED AT 306 (A/K/A 308) MAIN STREET, ASBURY PARK,
NEW JERSEY (BLOCK 2508, LOT 9)**

WHEREAS, the City of Asbury Park (the “City”) possesses certain ownership and control authority over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, Santander Bank, N.A., f/k/a Sovereign Bank, N.A. (the “applicant”) is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

WHEREAS, the applicant has requested that the City allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the applicant’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

WHEREAS, the proposed Canopy shall encroach into the air space of the public R.O.W. area by approximately sixty-five (65) square feet; and

WHEREAS, the easement area is described in more detail in the Exhibits which are attached to a proposed Easement Agreement, which is attached hereto and made a part hereof; and

WHEREAS, the terms and conditions associated with this undertaking are also set forth in more detail in the attached Easement Agreement; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

WHEREAS, with respect to the within request, the Mayor and Council have determined the following:

1. The within proposed encroachment into the public right-of-way shall not interfere with the ability of the public to continue to utilize the existing sidewalk or other public areas that are adjacent to the Property, as the encroachment involves air space only; and

2. The within proposed encroachment is necessary in order to allow for the planned beautification project at the Property, which will improve the aesthetic appearance of the Property and the surrounding area(s) in general, which are located in the Main Street Redevelopment Area; and
3. The total area of the within proposed encroachment is de minimus given the overall size of the Property; and
4. The granting of the proposed easement will not negatively affect the surrounding area in which the Property is located; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the area in question, and without making any affirmative representations with regard thereto, the Mayor and Council are willing to grant an assignable easement in perpetuity to the applicant over the easement area (which constitutes air space) in order to permit the replacement, repair and maintenance of the Canopy, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), with the condition that the easement area shall only be used for the purpose(s) set forth herein, and for no other purpose(s), and pursuant to the terms and conditions set forth in the attached Easement Agreement; and

WHEREAS, the purpose of this Ordinance is to authorize said approval in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the Mayor and Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

NOW, THEREFORE, BE IT ORDAINED, 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, to the extent that the City has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the City authorizes the conveyance of an assignable easement to the applicant, in perpetuity, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), over a certain portion of the public right-of-way area ("R.O.W."), constituting air space, which is described and depicted in more detail in the attached Easement Agreement, pursuant to the terms and conditions set forth in the attached Easement Agreement.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the attached Easement Agreement, in order to effectuate the granting of this easement.

3. That, following proper execution and notarization of the attached Easement Agreement, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.
6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-22 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CINDY A. DYE
CITY CLERK

Record & Return To:
Frederick C. Raffetto, Esq.
Ansell Grimm & Aaron, P.C.
1500 Lawrence Ave.
CN 7807
Ocean, NJ 07712

Prepared by:

Frederick C. Raffetto, Esq.

**EASEMENT AGREEMENT TO PERMIT ENCROACHMENT OVER A CERTAIN
PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE)
ADJACENT TO THE PROPERTY LOCATED AT
306 (A/K/A 308) MAIN STREET, ASBURY PARK, NEW JERSEY
(BLOCK 2508, LOT 9).**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2019, by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (the “Grantor” or “City”), and Santander Bank, N.A., f/k/a Sovereign Bank, N.A., a national banking association, having an office at 824 North Market Street, Suite 100, Wilmington, Delaware 19801, and its successors and/or assigns (the “Grantee”).

WITNESSETH:

WHEREAS, the City possesses certain ownership and control authority over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, the Grantee is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

WHEREAS, the Grantee has requested that the Grantor allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

WHEREAS, the proposed Canopy shall encroach into the air space of the public R.O.W. area in certain limited respects; and

WHEREAS, the easement area measures approximately sixty-five (65) square feet (the “easement area”), and is described in more detail in a legal description prepared by William DiMarzo & Son, Assoc., Inc., dated August 15, 2017, and last revised October 10, 2017, a copy of which is attached hereto as Exhibit “A,” and depicted in more detail on the attached Survey, entitled “Location Property Survey” of Lot 9, Block 2508, in the City of Asbury Park, Monmouth County, New Jersey, dated August 15, 2017, and last revised October 10, 2017, as prepared by William P. Swift, Professional Land Surveyor and Professional Planner, attached hereto as Exhibit “B”; and

WHEREAS, on _____, the City adopted Ordinance No. _____, which provided authorization for the conveyance of an easement over the R.O.W. area described in Exhibit “A” and depicted on Exhibit “B” to the Grantee for the consideration of Five Hundred Twenty Two Dollars (\$522.00); and

WHEREAS, a certified copy of Ordinance No. _____ (without attachments) is annexed hereto as Exhibit “C”; and

WHEREAS, the Ordinance recognized that this authorization was being provided to the Grantee to the extent that the Grantor has jurisdiction over the easement area in question, as described in Exhibit “A” and depicted on Exhibit “B,” and without making any affirmative representations with regard thereto; and

WHEREAS, to the extent that the Grantor has jurisdiction over the easement area and without making any affirmative representations with regard thereto, the Grantor is willing to allow the replacement and maintenance of the Canopy under the terms and conditions set forth herein; and

WHEREAS, the parties acknowledge that additional approvals may be required from other agencies or authorities for use of any public right-of-way areas that are outside of the jurisdiction of the Grantor.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for the consideration of Five Hundred Twenty Two Dollars (\$522.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the Grantor has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the Grantor hereby grants to the Grantee an assignable easement in perpetuity over a certain portion of the public right-of-way area (“R.O.W.”) which is described in Exhibit “A” and depicted on Exhibit “B” (the “easement area”), in order to allow for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property. The right to replace, repair and maintain the Canopy shall be a continuing right, permitting multiple replacements over time,

as deemed necessary by Grantee, in its sole discretion; however, the Grantee shall be required to obtain a construction permit from the Grantor for any replacement of the Canopy. Additionally, there shall be no expansion of the size, or change to the design, of the Canopy without additional approvals and permitting by the Grantor. Said approvals and permits shall be issued at the sole discretion of the Grantor.

2. The Grantee will exercise the privilege granted herein at the Grantee's own risk and agrees indemnify and hold harmless the Grantor, as well as all officials, employees and agents of the Grantor, against any and all liability for injury or damages sustained to any person or property relating to the Grantee's exercise of the rights granted herein, including reasonable legal fees, resulting from, arising out of, or in any way connected to the exercise of the rights granted to the Grantee, its successors and/or assigns, except to the extent that any claims or damages are caused by the gross negligence or willful misconduct of the Grantor.

3. The Grantee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Grantor, that may have jurisdiction over the easement area. Grantor represents, however, that it is unaware of any other specific agency or authority that presently has jurisdiction of the easement area. In any event, it is the Grantee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities; provided, however, that the Grantor agrees to cooperate in any effort of the Grantee to obtain the consent of any such agency or authority to use of the easement area for the purpose stated herein.

4. The Grantor represents that it has not entered into any other license or easement agreement(s) with others for use of the easement area.

5. Use of the easement area by the Grantee and all successors in title and/or assigns shall only be for the Canopy identified herein, and for no other purpose(s).

6. The Grantee shall not install, erect or place any signage, or any other identifying markings of any type, within the easement area, nor shall it allow any signage or any other identifying markings of any type to be installed, erected or placed within the easement area, except as may be permitted by Grantor in the future, following proper application to the Mayor and Council of the Grantor and receipt of such permits and approvals as may be necessary to comply with City ordinances or to allow a variance therefrom. Issuance of said permits and approvals shall be at the sole discretion of the Grantor. If the Mayor and Council of the Grantor reject the Grantee's proposal(s) in this regard, then the Grantee shall not be permitted to install, erect or place signage or other identifying markings within the easement area.

7. This Agreement shall be recorded and shall be binding upon and inure to the benefit of the parties hereto, their grantees, successors, heirs and/or assigns and shall run with the land so that the same shall be binding on and inure to the benefit of all future owners of the Property. Any reference herein to the Grantee (including all responsibilities and restrictions

imposed upon the Grantee) shall apply to all future grantees, successors, heirs and/or assigns of the Property.

8. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.

9. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

10. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. To the maximum extent permitted by law, the parties waive their respective rights to a trial by jury in any litigation or action arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS:	Santander Bank, N.A.
_____	_____
Print Name: _____	By: _____
	Title: _____

and

WITNESS:	Santander Bank, N.A.
_____	_____
Print Name: _____	By: _____
	Title: _____

ATTEST:	City of Asbury Park
_____	_____
By: Cindy A. Dye	By: Honorable John Moor
Title: Municipal Clerk	Title: Mayor

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as _____ of SANTANDER BANK, N.A, a national banking association, (the “Entity”), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as _____ of SANTANDER BANK, N.A, a national banking association, (the “Entity”), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CINDY A. DYE, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the Hon. John Moor, the Mayor of the City;
- (c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Ordinance of the Mayor and City Council (Ordinance No. _____, adopted on _____);
- (d) This person well and truly knows the corporate seal which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

NOTARY PUBLIC

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

EXHIBIT “A”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

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WILLIAM DiMARZO & SON, ASSOC., INC.**SURVEYORS – PLANNERS**

2204 Morris Avenue, Suite 103

P.O. Box 1717

Union, New Jersey 07083-1717

Telephone: (908) 686-2380 / Fax : (908) 686-7640

Metes and Bounds Description

for

St. No. 308 Main Street**Tax Lot 9 Block 2508**

City of Asbury, Monmouth County, New Jersey

Beginning at a point on the easterly line of Main Street (a.k.a. N.J. State Highway Route No. 71) distant 66.67 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,
North 25 degrees 15 minutes East, 66.67 feet; thence,
- 2) South 64 degrees 45 minutes East, 123.33 feet; thence,
- 3) South 25 degrees 15 minutes West, 33.34 feet; thence,
- 4) North 64 degrees 45 minutes West, 7.69 feet; thence,
- 5) South 25 degrees 23 minutes West, 17.33 feet; thence,
- 6) North 64 degrees 45 minutes West, 55.57 feet; thence,
- 7) South 25 degrees 15 minutes West, 16.00 feet; thence,
- 8) North 64 degrees 45 minutes West, 60.00 feet to the
said easterly line of Main Street and the point and place
of beginning,

Lot Area = 7,075 S.F.

Above described property subject to a Canopy Easement (13 feet x 5 feet) being further described as:

Beginning at a point on the easterly line of Main Street (a.k.a. N.J. State Highway Route No. 71) distant 93.45 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,
North 25 degrees 15 minutes East, 13.0 feet; thence,
- 2) North 64 degrees 45 minutes West, 5.0 feet; thence,
- 3) South 25 degrees 15 minutes East, 13.0 feet; thence,
- 4) South 64 degrees 45 minutes East, 5.0 feet the point and place
of beginning,

Easement Area = 65 S.F.

The above description is drawn in accordance with a Location Property Survey
by William DiMarzo & Son Associates, Inc.,
dated August 15, 2017, revised October 10, 2017.

EXHIBIT “B”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

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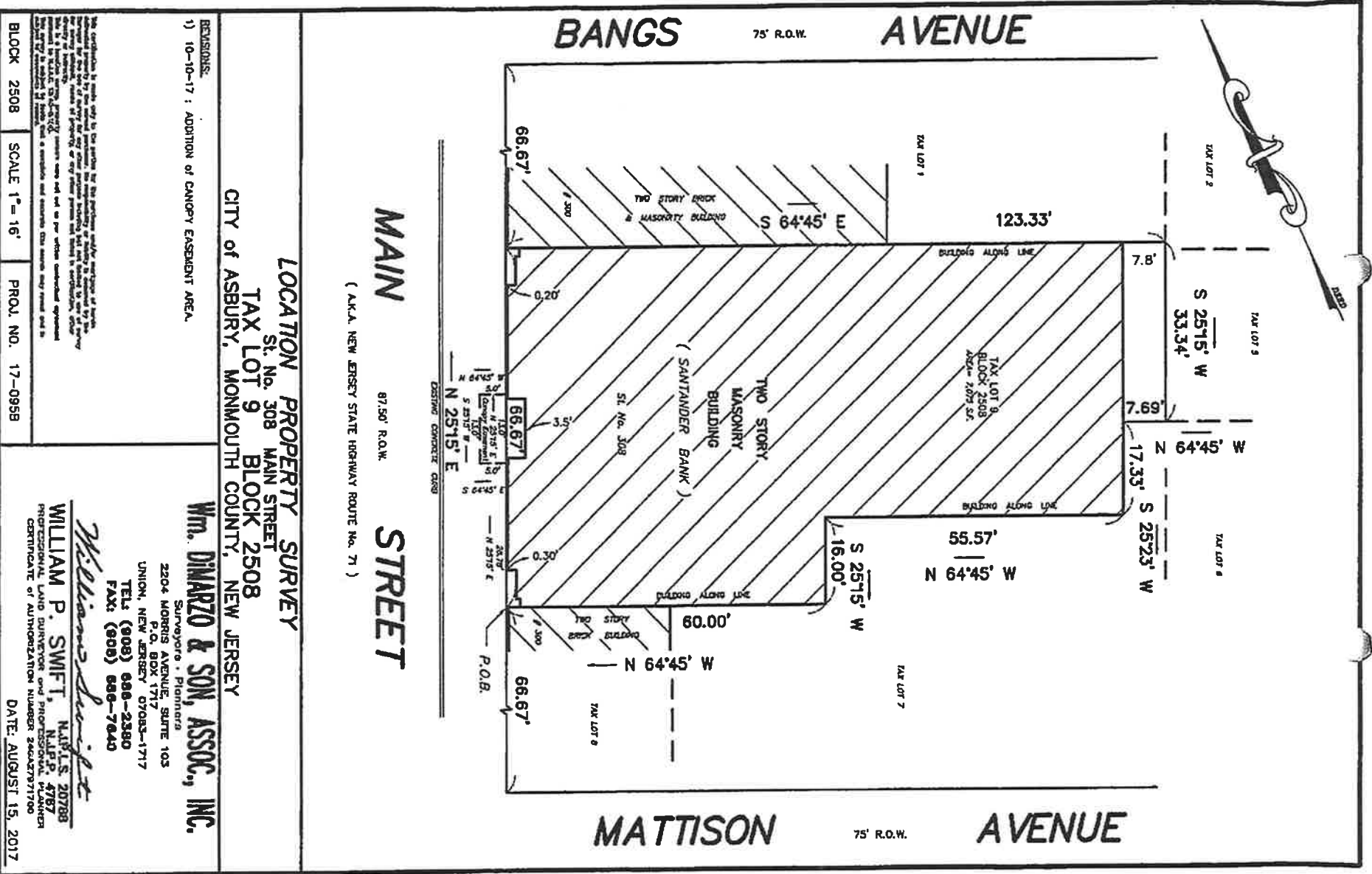


EXHIBIT “C”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

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**Asbury Park, New Jersey
ORDINANCE NO. 2019-23**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX, ENTITLED
“ENVIRONMENTAL REGULATIONS,” IN ORDER TO ADD A NEW SECTION 20-3
THEREOF, TO BE KNOWN AS “PLASTIC BAGS,” OF THE “CODE OF THE CITY
OF ASBURY PARK, NEW JERSEY.”**

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) are aware that the widespread use of single-use plastic carryout bags creates significant litter problems within the City, and recognize that such plastic bags have been found in the City’s parks, sewer systems, lakes, and on the City’s dunes, beaches and in the Atlantic Ocean; and

WHEREAS, the broad use of single-use plastic carryout bags and their typical disposal creates an impediment to the achievement of the environmental goals of the City to maintain a clean community that is not hazardous to humans and wildlife; and

WHEREAS, the production and disposal of single-use plastic carryout bags causes significant environmental impacts, including unhealthy and unsightly litter, the depletion of our natural resources, the unnecessary use of non-renewable and polluting fossil fuels, and increased solid waste disposal costs; and

WHEREAS, studies have shown that, of all types of single-use carryout bags, plastic carryout bags cause more litter and harm to marine life than any other bags, and the Mayor and Council believe that this is a paramount concern to the City given that the City is bordered on three sides by bodies of water; and

WHEREAS, studies have also documented that banning single-use plastic carryout bags will facilitate a large scale reduction in the use of plastic bags, encourage the use of recyclable paper bags, and increase the overall usage of reusable bags; and

WHEREAS, the Mayor and Council believe that a reduction in the use of single-use plastic carryout bags will help to protect the marine and natural environment, advance solid waste reduction goals, reduce greenhouse gas emissions, keep waterways and parks clean, and promote the protection of the health, safety and welfare of the general public; and

WHEREAS, the Mayor and Council therefore wish to enact the within Ordinance pursuant to N.J.S.A. 40:48-2.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter XX, entitled “Environmental Regulations,” of the “Code of the City of Asbury Park,

New Jersey” is hereby amended and supplemented in order to add a new Section 20-3 thereof, to be known as “Plastic Bags,” as follows:

CHAPTER XX

ENVIRONMENTAL REGULATIONS

20-3 PLASTIC BAGS.

20-3.1 Purpose.

It is hereby determined and declared to be the public policy of the City of Asbury Park to address a significant global problem relating to the production and use of single-use plastic carryout bags and the adverse effects emanating directly therefrom. Specifically, the intent of this Ordinance is to reduce the use of single-use plastic carryout bags, and to promote the use of reusable carryout bags in order to reduce litter, to reduce harm to humans, wildlife and the environment, to protect our parks and coastal waterways, and to protect the health, safety and welfare of the general public.

20-3.2 Definitions.

As used in this Section:

“Carryout bag” shall mean a bag that is: (1) provided by a covered store to a customer at the point of sale to carry food items, goods or other products purchased from such store; or (2) provided by a street vendor to a customer at the point of sale to carry food items or goods/products purchased from such street vendor. Such term shall not include reusable carryout bags or exempt bags.

“City” shall mean the City of Asbury Park, in Monmouth County, New Jersey.

“City Manager” shall mean the City Manager of the City of Asbury Park, or his/her designee(s), authorized to carry out the provisions of this Section.

“Covered store” shall mean (i) a food service establishment, and (ii) a retail, wholesale or service establishment engaged in either the sale of personal, consumer or household items, or the provision of services, including but not limited to drug stores, pharmacies, grocery stores, supermarkets, convenience food stores, food marts, hardware stores, liquor stores, clothing stores, jewelry stores, or other retail establishments of any kind, or service establishments of any kind, including but not limited to beauty salons, etc., that provide carryout bags to consumers in which to place items purchased or obtained at such establishment.

“Exempt bag” shall mean any of the following:

- a. Bags without handles to carry produce, meats, dry goods, or other non-prepackaged food items to the point of sale within a covered store to prevent such food items from coming into direct contact with, and/or intended to stop cross-contamination with, other

purchased items;

- b. Bags provided by a pharmacy to carry prescription drugs;
- c. Laundry or dry-cleaning bags;
- d. Newspaper bags;
- e. Bags used to contain or wrap ice, frozen foods, meat, fish, or other items, whether prepackaged or not, to prevent or contain moisture;
- f. Bags associated with any purchase related to an individual receiving public assistance, such as the New Jersey State Supplemental Nutritional Assistance Program, the EBT Program, or the New Jersey State Special Supplemental Nutrition Program for women, infants and children (as full or partial payment, fixed income or disability); or
- g. Any other bag to be exempted from the provisions of this Section as determined by the City Manager or his/her designee.

“Food service establishment” shall mean any establishment located in the City which serves made to order food and/or beverages for dine in, take out or delivery, but not including food trucks and mobile food carts.

“Operator” shall mean a person in control of, or having responsibility for, the daily operation of a covered store, which may include, but need not be limited to, the owner of the covered store.

“Reusable carryout bag” shall mean a bag with handles that is specifically designed and manufactured for multiple reuse and is either:

- a. Made of cloth or other machine washable fabric;
- b. Made of polyester, polypropylene, cotton or other durable material or plastic that is at least 2.25 mils in thickness; or
- c. Defined as a reusable bag by the City Manager or his/her designee.

“Single-use paper carryout bag” shall mean a single-use carryout bag that is made of paper.

“Single-use plastic carryout bag” shall mean any carryout bag that is made of plastic and that is not: (1) a single-use paper carryout bag; (2) a reusable carryout bag; or (3) an exempt bag.

“Street vendor” shall mean, for purposes of this Section, any person or business peddling, vending, selling, or displaying for sale any merchandise or food that is presented from a mobile or transient setting, including but not limited to a vehicle, truck, food truck, or cart, or from a moveable tent, table, or stand, or otherwise. This term shall include but not be limited to all peddlers, transient merchants and/or other vendors who are licensed under Chapter IV of the City Code, as well as all vendors at farmers markets, street festivals, and other events requiring group or special event permits (per Section 4-10 of the City Code), and street performers who have

obtained a permit under Section 4-15 of the City Code.

20-3.3 Use of Single-Use Plastic Carryout Bags Prohibited.

Effective January 1, 2020, no operator of any covered store or street vendor within the City shall provide any single-use plastic carryout bag to any customer for the purpose of enabling a customer to transport food items, goods or other products out of the covered store or from the point of purchase, except in accordance with the provisions of this Section. Nothing in this Section shall be read to preclude operators of covered stores or street vendors from providing single-use paper carryout bags to customers for a fee in accordance with Subsection 20-3.4 of this Section or from making reusable carryout bags available for sale to customers. No operator or street vendor shall preclude customers from using their own reusable carryout bags.

20-3.4 Carryout Bag Fee.

a. Effective January 1, 2020, an operator of a covered store or a street vendor may provide a customer with a single-use paper carryout bag or reusable carryout bag, provided that the operator or street vendor shall impose and collect a minimum fee of \$0.10 for each single-use paper carryout bag or reusable carryout bag provided to the customer. There shall be a maximum fee of \$0.25 charged by any operator or street vendor for each single-use paper carryout bag provided to a customer, but there shall be no maximum fee imposed on an operator or street vendor for each reusable carryout bag provided to a customer. No covered store or street vendor shall be required to charge such fee for an exempt bag. All monies collected under this Section shall be retained by the covered store or street vendor. The City recommends that such funds be utilized by covered stores and street vendors to purchase additional single-use paper carryout bags and reusable carryout bags for use by customers and/or to provide outreach and education efforts aimed at educating residents and consumers about reducing the use of single-use plastic carryout bags and increasing the use of reusable carryout bags.

b. Each operator shall indicate on the sales or other receipt given to the customer the total number of single-use paper carryout bags provided to the customer, and the total fee charged to the customer pursuant to “a” above. This provision shall not apply to street vendors.

c. No covered store or street vendor shall charge a carryout bag fee for bags of any kind provided by the customer in lieu of a carryout bag provided by any such covered store or street vendor.

d. No covered store or street vendor shall charge or prevent a person from using a bag of any kind that they have brought to any such covered store or street vendor for purposes of carrying food items, goods or other products from such store or street vendor.

20-3.5 Outreach and Education.

a. The City Manager or his/her designee shall establish an outreach and education program aimed at educating residents, covered stores and street vendors on reducing the use of

single-use plastic carryout bags and increasing the use of reusable carryout bags.

b. To the extent practicable, the City Manager or his/her designee shall seek the assistance of private entities and local not-for-profit organizations to provide and distribute reusable carryout bags to residents, and to covered stores and street vendors.

20-3.6 Enforcement.

a. Any notice of violation issued pursuant to this Section shall be returnable in the City's municipal court, which shall have the power to impose penalties as provided herein.

b. The City Manager shall designate appropriate departments and/or staff to enforce this Section, including but not limited to the Police Department, Public Works Department, and/or Code Enforcement Department.

20-3.7 Penalty.

Any person who is convicted of a violation of this Section shall, upon conviction, be liable to the following penalties: for the first offense, there shall be a fine of Two Hundred and Fifty Dollars (\$250.00); for the second offense, there shall be a fine of Five Hundred Dollars (\$500.00); and for the third and each subsequent offense, there shall be a fine of One Thousand Dollars (\$1,000.00).

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b); however, the restrictions contained in the within Ordinance shall not become effective until January 1, 2020.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-23 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CINDY A. DYE

CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 22, 2019
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Absent	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

Proclamation Presented to Moms Demand Action for Gun Sense in America Recognizing 2019 National Gun Violence Awareness Day

The Mayor and City Council presented a proclamation for 2019 National Gun Violence Awareness Day.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco had no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applications scheduled for tonight's meeting

Review of Agenda Items for May 22, 2019 Regular Meeting

City Manager Capabianco reviewed the Council agenda for this evening. City Attorney Raffetto reviewed the addition to the agenda, the newly drafted plastic bag ordinance.

Matters from City Council

Council Member Clayton stated that Asbury Park has been awarded a Safe Routes to School Grant for traffic calming devices, bike lanes and traffic signal upgrades. The Memorial Day Carnival will be held from May 22 through May 27 at Bradley Park.

Council Member Kendle thanked everyone who helped and supported the Family Day BBQ for the autistic children. He announced that summer camp registration is now open. The Recreation Department is looking for junior counselors.

Deputy Mayor Quinn thanked everyone who attended and participated in the business meeting on Monday evening. She announced that Bangs Avenue Lot is now open on the weekends. The Environmental/Shade Tree Commission has created a new "Rainbow Bridge Garden", which is a heart shaped garden in Kennedy Park on Lake Avenue. She also stated that there will be a brief Memorial Service on June 12 to remember the victims of the Pulse Night Club shooting.

Mayor Moor wished everyone a safe and happy Memorial Day. He asked if everyone would remember what this day is for and means.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, May 22, 2019
REGULAR MEETING

Executive Session - 5:00 p.m.

2019-181 Resolution Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open the meeting to the public. All were in favor.

The following members of the public spoke: Ernest Mignoli, Madeline Monico, Tracey Rogers, Rita Marano, Maggie Quinton, Louise Murray, Felicia Simmons, Linda Leighie, Jan Sparrow, Maurine Nevins.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the meeting to the public. All were in favor.

MINUTES

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

1. Executive Minutes of May 8, 2019 4:00 PM
2. Municipal Council - Work Session - May 8, 2019 6:00 PM
3. Municipal Council - Regular Meeting - May 8, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2019-182 Resolution Approving Special Event Applications

2019-183 Authorizing Appointments to the “Asbury Park TV Committee”

Michelle Gladden 12/31/2020

2019-184 Resolution to Credit Sewer Account 806-16 4 Avenue A

2019-185 Authorizing the Tax Collector to Prepare and Deliver Estimated 2019-3RD Quarter Tax Bills

2019-186 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - School Resource Officer

2019-187 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1114 Fourth Avenue)

INDIVIDUAL RESOLUTIONS

2019-188 Resolution Authorizing the Submission of a U.S. Department of Justice, COPS Office STOP School Violence Program – 2019 School Violence Prevention Program (SVPP) Application

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

2019-189 Resolution Approving Payment of Bills

Council Member Chapman abstains from POs 19-01089 and 19-01422.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2019-190 Resolution Authorizing the Reappointment of Michael Capabianco as Municipal Manager and Authorizing the Execution of an Employment Agreement Relating Thereto

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

2019-191 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation and Training Modules

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

2019-192 Authorizing Clarke Caton Hintz to perform various actions from the Master Plan

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

2019-193 Resolution Awarding a Contract for Improvements to Deal Lake Drive

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

2019-194 Resolution Authorizing the Purchase of Various IT Equipment

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

2019-195 Resolution Authorizing the Purchase of SUV for Code Enforcement

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

2019-196 Resolution Authorizing the Extension for Emergency Medical Services Billing

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

2019-197 Authorizing an Agreement with ParkMobile for a Mobile Parking Application

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

2019-198 Resolution Authorizing the City of Asbury Park to Grant a Revocable License for Encroachment Over a Certain Portion of the Right-of-Way Area (Air Space) Adjacent to the Premises Located at 1112 and 1114 Main Street (Block 2805, Lots 18 & 9), and to Execute a License Agreement Associated Therewith

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

ORDINANCES

Introduction

2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)

RESULT:	TABLED [UNANIMOUS]
	Next: 6/12/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-23 An Ordinance Amending and Supplementing Chapter XX, Entitled “Environmental Regulations,” in Order to Add a New Section 20-3 Thereof, to be Known as “Plastic Bags,” of the “Code of the City of Asbury Park, New Jersey.”

Public hearing is scheduled for June 12, 2019.

The City Clerk was directed to withdraw Ordinance 2019-20. Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle. All were in favor.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/12/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:40 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk