



Agenda
Meeting of the Municipal Council
Wednesday, May 26, 2021
REGULAR MEETING 6:00 PM

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

2021-242 Resolution Authorizing a meeting which excludes the public

A. Litigation

1. Affordable Housing Litigation-Update From Jeffrey Surenian, Esq.

B. Attorney-Client Privilege

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

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council Executive Meeting May 12, 2021 4:00 PM
- Municipal Council - Regular Meeting - May 12, 2021 6:00 PM

C. Consent Agenda Resolutions

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

2021-243 Resolution Approving Special Event Applications

2021-244 Resolution to Credit Sewer Account B-3006 L-8 1503 Bond St

2021-245 Resolution Approving 2021-2022 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2021-246 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Raspberry Moon, Inc.-d/b/a/ Moonstruck Restaurant & lounge in the City of Asbury Park, County of Monmouth, New Jersey

2021-247 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Asbury Lanes, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2021-248 Resolution Approving 2021-2022 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey

2021-249 Resolution Approving 2021-2022 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2021-250 Resolution Approving 2021-2022 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey

2021-251 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Pettibone Paradise, LLC, d/b/a Empress Hotel/Paradise in the City of Asbury Park, County of Monmouth, New Jersey

2021-252 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2021-253 Resolution Approving 2021-2022 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey

2021-254 Resolution Approving a Liquor License with Special Conditions for D.B. Ventures, LLC d/b/a Johnny Mac's for the 2020-2021 Licensing Year

2021-255 Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2021-2022 Licensing Year

- 2021-275 Resolution Approving 2021-2022 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2021-276 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Enigma Restaurant in the City of Asbury Park, County of Monmouth, New Jersey
- 2021-277 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Hemmings at Asbury, LLC.-d/b/a/ Pascal & Sabine in the City of Asbury Park, County of Monmouth, New Jersey

D. Individual Resolutions

- 2021-278 Resolution to Amend 2021 Calendar Year Budget
- 2021-256 Adoption of the 2021 Municipal Budget
- 2021-257 Resolution Approving Payment of Bills
- 2021-258 Resolution Authorizing the Repairs of Influent Pump #1 at the Sewer Plant
- 2021-259 Resolution Authorizing the Purchase of Trash and Recycling Cans
- 2021-260 Resolution Approving Change Order #1 for Asbury & Ridge Avenue Traffic Signal Improvements
- 2021-261 Resolution Awarding Contract for Emergency Medical Services Billing
- 2021-262 Appointing the Firm of Marotta & Garvey to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.
- 2021-263 Resolution Authorizing Membership with the Keystone Purchasing Network Cooperative Purchasing Program
- 2021-264 Resolution to Approve Person to Person Liquor License Transfer from DB Ventures, LLC to Johnny Mac House of Spirits, LLC (1303-33-051-009)
- 2021-265 Resolution Rescinding Payments To Wakefern Food Corporation And Approving Funds To Fulfill Foodbank Of Monmouth And Ocean County.
- 2021-266 Resolution Approving Funds to Interfaith Neighbors for Emergency Food Assistance for Residents of Asbury Park
- 2021-267 Resolution Authorizing Grant Funding for Asbury Park Small Businesses through the Community Development Block Grant (CDBG/CV) Cares Act Funds
- 2021-268 Resolution Authorizing a Substantial Amendment to the City's Community Development Block Grant (CDBG) Annual Action Plan Fiscal Year 2021
- 2021-269 Resolution Authorizing the Display of An Organizational Flag (Celebrating LGBTQ Pride Month) On A City Flagpole

- 2021-270 A Resolution of The Mayor And Council of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval For A Roof Top Deck To 1401 Ocean Avenue, LLC, as Subsequent Developer; And Referring The Matter To The Planning Board For Appropriate Approvals.
- 2021-271 A Resolution Supporting Pending Legislation (S-2963) Which Would Authorize the Creation of Local Civilian Review Boards To Review Police Operations and Conduct.
- 2021-272 A Resolution Supporting Pending Legislation (S-685) Which Would Permit Municipal, County and Regional Police and Fire Forces to Establish A Five-Year Residency Requirement For Police and Firefighters

E. Ordinances

1. Introduction

- 2021-23 An Ordinance Amending Section 7-27, Entitled “Loading Zones” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey” to Establish New Loading Zones Along Main Street (SR 71)
- 2021-24 An Ordinance Amending Section 7-13, Entitled “Parking Prohibited at All Times on Certain Streets” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey” to Establish New Restrictions Related to Prohibited Parking at All Times on Asbury Avenue and Springwood Avenue
- 2021-25 An Ordinance Prohibiting The Operation of Any Class Of Cannabis Businesses Within The Geographical Boundaries of The City of Asbury Park, and Amending And Supplementing Article VI, Entitled “Zoning,” Of Chapter 30, “Land Development Regulations,” of The “Code Of The City of Asbury Park,” As Well As Amending And Supplementing All Existing Redevelopment Plans Relating To All Redevelopment Areas of The City of Asbury Park Accordingly.

2. Public Hearing/Second Reading

- 2021-18 Ordinance of The City of Asbury Park Authorizing the Amendment to Certain Financial Agreements Within the City
- 2021-19 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Waterfront Parking for Electric or Plug-In Hybrid Vehicles
- 2021-22 An Ordinance Amending Ordinance No. 2021-5, Entitled “An Ordinance Establishing A Rent Leveling Board as Well as Rules That Regulate the Price of Rent and Rate of Rent Increase for Certain Rental Housing Within the City of Asbury Park, And Amending and Supplementing the Code of The City of Asbury Park to Establish A New Chapter 15 Thereof, Which Shall Be Entitled ‘Rent Leveling Regulations.’”

3. Individual Resolution

2021-273 A Resolution Referring the Proposed Cannabis “Opt Out” Ordinance to The Planning Board Pursuant to The New Jersey Municipal Land Use Law.

2021-274 A Resolution Confirming the Terms of The Regular Members Of The Rent Leveling Board, And Appointing Alternate Members to The Board.

F. Adjournment

**RESOLUTION NO. 2021-242****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 26, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Litigation:

1. Affordable Housing Litigation-Update from Jeffrey Surenian, Esq.

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.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 12, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

ATTORNEY CLIENT PRIVILEGE

2021-220 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

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

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

1. Call to Order/Roll Call
2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

Minutes Acceptance: Minutes of May 12, 2021 6:00 PM (Minutes)

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

PROCLAMATION

1. Rick Benjamin and Paragon Ragtime Orchestra
Proclamation for Rick Benjamin and Paragon Ragtime Orchestra.

ITEMS TO BE PRESENTED:

2. Asbury Park Equity Committee Recommendations
Asbury Park Equity Committee Recommendations

MATTERS FROM CITY COUNCIL

Council member Chapman stated, we've got a great 6-week program coming up. It's the Asbury Park beach patrol 2021 junior lifeguard program. It's for our younger residents ages 10 to 15, where they learn to become lifeguards in accordance with the United States Lifesaving Association. It's a 6-week program that will run June 28th through August 6th, Monday, Wednesday, Friday mornings from 7:45AM until 9:00AM. The deadline for registration is June 15th. There is no cost for our residents, it is \$100 for non-residents. You can register online at cityofasburypark.com/jrguard.

Council member Clayton had no matters at this time.

Council member Kendle had no matter at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I want to thank Amy and Yvonne and every member of the Equity Committee to get us this far. We're right there and we're going to be doing the right thing. I thank everyone on the committee, let's move forward.

MATTERS FROM CITY MANAGER

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

MATTERS FROM CITY ATTORNEY

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment about Ansell, Grimm & Aaron Law Firm, Michael Kushner made a comment about the Equity Committee and the Asbury Park Police Department, Polli Schildge made

a comment about the Equity Committee, Kerry Butch made a comment about the Equity Committee and the Rent Control Ordinance, and Rita Marano made a comment about flag poles. A motion to close the meeting to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

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

1. Municipal Council Executive Meeting April 28th 5:00 pm
2. Municipal Council Executive Meeting May 5th 1:30 pm
3. Municipal Council - Regular Meeting - Apr 28, 2021 6:00 PM **Accepted**
4. Municipal Council - Special Meeting - May 5, 2021 1:30 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2021-221 Resolution Approving Special Event Applications
- 2021-222 Resolution Amending Temporary Budget Appropriations for 2021 Budget
- 2021-223 Resolution Accepting Award of a Grant from the Monmouth County Municipal Open Space Program and Authorizing Signatories
- 2021-224 Authorize Submission of a Grant Application to the State of New Jersey, Department of Public Safety, Division of Highway Traffic Safety, Under the "Click it or Ticket" 2021 Seat Belt Mobilization Grant
- 2021-225 Resolution to Refund Overpaid Taxes Block-3205 Lot-12 604 Grand Avenue
- 2021-226 Resolution to Refund Overpaid Taxes Block-3205 Lot-11 600 Grand Avenue
- 2021-227 Resolution to Refund Overpaid Taxes Block-3205 Lot-1 610 Grand Avenue
- 2021-228 Resolution of Support Authorizing the Sustainable Jersey 2021 EDF Climate Corps Program Application

Minutes Acceptance: Minutes of May 12, 2021 6:00 PM (Minutes)

INDIVIDUAL RESOLUTIONS

2021-229 Resolution Approving Payment of Bills

Council member Chapman abstained from 21-01022.

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

2021-230 Authorizing the Execution of a Shared Service Agreement with the County of Monmouth for Dispatch Services

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

2021-231 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration

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

2021-232 Resolution Authorizing the Purchase of Three Kubota's

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

2021-233 Resolution Authorizing the Purchase two Rear Compactor Boxes for the Beach Department

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

2021-234 Rescinding Resolution 2020-283 and Authorizing a Contract for the Installation of an Underground Sprinkler System at Sunset and Cannon Park

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

2021-235 Resolution Authorizing Change Order Number 2, 3 and 4 for the Deal Lake Drive Improvements Project

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

2021-236 Resolution Approving Change Order #5 for Bridge and Heck Street Improvements

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

2021-237 Resolution Adopting the Monmouth County HOME Consortium FY-2021 Annual Action Plan for the Housing and Community Development Block Grant (CDBG) Program

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

2021-238 Resolution Authorizing the Reprogramming of Funds as a result of a Substantial Amendment to the City's Community Development Block Grant (CDBG) Annual Action Plans for Fiscal Years 2017, 2018 and 2019

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

2021-239 Resolution of The Mayor And City Council of The City of Asbury Park to Designate 1401 Ocean Avenue, LLC, As a Subsequent Developer and to Enter Into a Subsequent Developer Agreement With 1401 Ocean Avenue, LLC, For The Development of A Roof Top Deck On The Berkeley Oceanfront Hotel Located On The Property At Block 4204, Lot 1

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

2021-240 Resolution Establishing A Flag Flying Policy Relating to The Display of Commemorative or Organizational Flags On City Flagpoles.

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

2021-241 Resolution Appointing Members to The Rent Leveling Board

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

ORDINANCES

Introduction

2021-18 Ordinance of The City of Asbury Park Authorizing the Amendment to Certain Financial Agreements Within the City

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/26/2021 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-19 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Waterfront Parking for Electric or Plug-In Hybrid Vehicles

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/26/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-20 An Ordinance Amending Various Sections of Chapter XXX, Entitled “Land Development Regulations,” of The Code of the City of Asbury Park, New Jersey.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/9/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-21 An Ordinance Amending Various Sections of Chapter XXX, Entitled “Land Development Regulations,” of The Code of the City of Asbury Park, New Jersey and Amending the Official Zoning Map

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/9/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-22 An Ordinance Amending Ordinance No. 2021-5, Entitled “An Ordinance Establishing A Rent Leveling Board as Well as Rules That Regulate the Price of Rent and Rate of Rent

Minutes Acceptance: Minutes of May 12, 2021 6:00 PM (Minutes)

Increase for Certain Rental Housing Within the City of Asbury Park, And Amending and Supplementing the Code of The City of Asbury Park to Establish A New Chapter 15 Thereof, Which Shall Be Entitled ‘Rent Leveling Regulations.’”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/26/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2021-16 2021 Cap Rate Ordinance

A motion to open 2021-16 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Ernest Mignoli and Rita Marano.

A motion to close 2021-16 was made by Council member Chapman and seconded by Council member Kendle.

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

MUNICIPAL BUDGET PUBLIC HEARING 2021

A motion to open the Municipal Budget public hearing to the public was made by Council member Chapman and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli, Rita Marano, and Kerry Butch.

A motion to close the Municipal Budget public hearing was made by Council member Chapman and seconded by Deputy Mayor Quinn.

ADJOURNMENT

The meeting was adjourned at 7:49 PM

A motion to close the meeting was made by Council member Chapman and seconded by Deputy Mayor Quinn. All in favor. Meeting was adjourned at 7:49 PM

Resolutions

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of May 12, 2021 6:00 PM (Minutes)



RESOLUTION NO. 2021-243

**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 26, 2021 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Juneteenth Day Celebration
2. Asbury Park's Got Talent
3. Bicycle Safety Event
4. Community Event Covid 19 Education
5. Bethel AME Church Family & Friends Day
6. AP Volleyball Annual Beach Open Tournament
7. Second Baptist Church Worship Experience

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-243 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
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: Juneteenth Day Celebration/Rolling Car Parade

DATE(S): June 19, 2021 Rain Date: June 20, 2021
HOURS OF EVENT: From 2 pm To: 4pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Rolling Car Parade-please see below. *

Name of Applicant/Organization: Springwood Avenue Rising/Westside Citizens United & Interfaith Neighb

Address: 1101 Bangs Avenue, Suite B Asbury Park, NJ 07712

Contact: Nina Summerlin or Diane Shelton Phone: 732-807-3204 Nina or 732-337-9851 Diane

Fax: _____ Email: summerlinn.wsc@gmail.com

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 46-4954286

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Rolling Car Parade-

* Barack Obama School, Bangs Avenue, Prospect Ave, Washington Ave, Ridge Ave, Springwood Ave, Prospect Ave, Atlantic Ave, Akins Ave and end at Springwood Park this event is in collaboration with Asbury Park Democrats Club. 25 Cars

*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

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50-70ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details:

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 Rolling Car Parade may need Police escort for the route that has explained above. No street closures, no clean up and no security.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Police escort for Rolling Car Parade

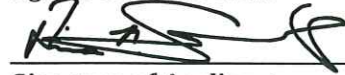
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*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

April 30, 2021

Date

Nina M Summerlin
Print Name of Applicant

For Special Events Office Use only:

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



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

SAT., JUNE 12, 2021

for inclement weather indoor facility being arranged

Date of Event: _____

Rain Date: _____

2:00 PM

4:00 PM

1:00PM

4:00 PM

Time of Event: _____ to _____

Setup time: _____ Break-down time: _____

SPRINGWOOD PARK

Location of Event: _____

Type of Event (check all that apply):

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

Asbury Park's Got Talent



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

APPLICANT INFORMATION

Diane L. Shelton/ INTERFAITH NEIGHBORS Inc.

1. Name of Applicant/Organization: _____
2. Address of Applicant: **_810 Fourth Avenue, Asbury Park, NJ 07712_**
3. Telephone #: **_732-775-0525 ext. 201_** Cell Phone #: **_732-337-9851_**
4. E-mail: **_dshelton001@interfaithneighbors.org_**
5. Is your organization non-profit? **_ YES _** If so, please provide Tax ID# **_222-896-129/000_**
Please attach a copy of your non-profit certificate to the application
6. Describe in detail the type of event you want to stage: **As successfully executed in 2019, the APGT Steering Committee is seeking to hold the second Asbury Park's Got Talent Showcase in Springwood Park as a community engagement event. There are currently three (3) Auditions scheduled to take place at the Asbury Park Music Foundation on May 21st, May 28th, and June 4th, all 7pm-9pm. Contestants must live, work, or attend school in the great City of Asbury Park to be eligible. The finale is designed to provide an opportunity & platform for all audition winners to showcase their talent before the community, visitors, and guest.**
7. Estimated attendance: **Fifty (50)**
8. ☐ YES ☐ NO Will drones be a part of your event?
9. **XX**☐ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: **Will be seeking services from AP Audio, Lakehouse Music Academy, or another sound technician to provide amplification of sound for contestant performances.**

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

If Yes, please answer the following questions:

- Date of last event? **_April 27, 2019_**
- Location **_Springwood Park_**

Attachment: cm 526 (2021-243 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 5/07/21 Rain Date: N/A
 Time of Event: 6:00 to 8:00 Setup time: 4:00 PM Break-down time: 8:30
 Location of Event: Transportation Parking Lot

Type of Event (check all that apply):

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

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event

☒ Other: Bicycle Safety

*Wedding applicants only need to complete page 6.

Bicycle Safety Event



APPLICANT INFORMATION

1. Name of Applicant/Organization: Quality of Life Committee
2. Address of Applicant: _____
3. Telephone #: 732-522-4570 Cell Phone #: 732-710-6445 E-mail: gromel.clayton@cityofasburypark.org
4. Is your organization non-profit? Y If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: WE ARE PLANNING A BICYCLE SAFETY AWARENESS EVENT.
6. Estimated attendance: _____
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

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

If Yes, please answer the following questions:

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

Attachment: cm 526 (2021-243 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." 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 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: Community Event: Covid 19 Education, Test and Vaccine Registration

DATE(S): Sunday May 30, 2021 **Rain Date:** none

DURATION OF EVENT: From 1pm To 5pm

LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Ringwood Park

Name of Applicant/Organization: New Jersey Black Women Physicians Association

Address: 112 Webb Ave., Unit 2 Ocean Grove, NJ 07756

Contact: Dr. Pamela Brug **Phone:** 908-337-7213

Fax: 877-574-1219 **Email:** p.brug@njbwpa.com

Non-Profit? Yes ☒ No ☐ **Tax Exempt ID Number:** 83-4209551

If Yes, please provide non-profit certificate

Attachment: cm 526 (2021-243 : Special Event Applications)

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

community event for addressing Covid 19 vaccine hesitancy and access. Will have fun events for all surrounding the event. Partnering with the state of New Jersey initiative "Grateful for the Shot". Will also have Covid 19 Education and Testing.

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.

VER

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: 250

COMMISSION CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH _____

ENDORSEMENT CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO ☐ Please Give Details: Atkins between Atlantic and Springwood

Attachment: cm 526 (2021-243 : Special Event Applications)

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

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: ~~Requesting Asbury Park as a partner for this event~~

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

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

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

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

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

Pamela Brug
Signature of Applicant

05/10/2021
Date

Pamela Brug
Print Name of Applicant

For Special Events Office Use:

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

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised April 16, 2014

Fees associated with Special Event Applications as stated in Special Events ordinance no. 6000-519:

Application Fee: (non refundable)

\$50.00 for non-profits
\$250.00 for all other organizations or groups
\$1,000 for events over 2,000
\$5,000 for events over 15,000

Maintenance Personnel and Equipment fees:

Putting up barricades- 1 man, 1 hour	\$50.00
Picking up barricades- 1 man, 1 hour	\$50.00
Putting up banner- 2 men, 1 hour	\$100.00
Taking down banner- 2 men, 1 hour	\$100.00
Use of pickup truck, per hour	\$20.00*
Use of dump truck	\$85.00*
Use of sweeper, per hour	\$75.00*
Use of front end loader, per hour	\$80.00*
Use of dozer, per hour	\$100.00*
Use of portable float (stage) and steps	\$250.00
Use of litter scooter, per hour	\$30.00*

Attachment: cm 526 (2021-243 : 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: Bethel AME Church-Family & Friends Day

DATE(S): August 8, 2021 Rain Date: August 15, 2021

HOURS OF EVENT: From 8:00 am To: 5:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Avenue Park

Name of Applicant/Organization: Bethel AME Church
 Address: 1001 Cookman Avenue PO Box 815 Asbury Park, NJ
 Contact: Gwendolyn Smith Phone: (908) 216-9647
 Fax: (732) 988-2320 Email: bethelasburypark@gmail.com
 Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: NJ 3-009-1931000
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Worship service followed by a barbeque.

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: cm 526 (2021-243 : 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: 150ADMISSION 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: _____

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

Restrooms & electricity

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.

Gwendolyn Smith
Signature of Applicant

10-20-2020
Date

Gwendolyn Smith
Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

*Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." 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: AP Volleyball Annual Beach Open Tournament

DATE(S): Saturday, August 7, 2021

Rain Date: Sunday, August 8, 2021

HOURS OF EVENT: From 8:00 am - 5:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT: North (Dog) Beach

Name of Applicant/Organization: Asbury Park Volleyball

Address: 1603 3rd Avenue, Asbury Park NJ 07712

Contact: Gus Cam **Phone:** 917-312-5670

Email: mail@apvolleyball.org

Non-Profit? Yes **Tax Exempt ID Number:** 33-1139052

If yes, please provide non-profit certificate – see attached Exempt Organization filing from IRS site

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

15th Annual Volleyball LGBT Tournament featuring 10 courts and approximately 100 players from the tri-state area and beyond. The tournament may feature selected sponsors strategically located throughout the tournament area.

*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

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100 playersADMISSION CHARGE? YES _____ NO x IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO x IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO x Please Give Details:

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: _____ This would be the 15th year we run this tournament in Asbury Park. The tournament does not require any additional security, clean up beyond the normal day-to-day services available from the city _____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Because the tournament is located where the dog beach is we respectfully request extra raking so that participants are not faced with dog poop and other debris from regular beach goers.

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 20 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 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant_____
Date_____
Print Name of Applicant

Attachment: cm 526 (2021-243 : 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

SBCAP Community Easter Eggs Hunt (April 4th only)

NAME OF EVENT: SBCAP Worship Experience (6/20, 7/18, 8/15, 9/19)

DATE(S): 4/4, 6/20, 7/18, 8/15, 9/19 Rain Date: None
HOURS OF EVENT: From 9:00 am To: 12:00 p (April 4th only 11A-3P)

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Ave Park

Name of Applicant/Organization: Second Baptist Church
Address: 124 Atkins Ave, AP NJ 07753
Contact: Pastor Semaj Vinyant Phone: 814-449-1007 / 732-774-5347
Fax: _____ Email: pastor@sbcapnj.org
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: NJ 3-007-833/00
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____

April 4th - DJ w/ Easter Eggs Hunt on grass & playground area.

Other dates - Worship Experience for Community. Sound, chairs, a few tables

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

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: 150ADMISSION 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 will clean any trash we produce using receipts provided.

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

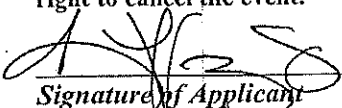
Power on the stage. Bathrooms open
clean park before eventNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*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 Applicant3/8/21
DateSevraj Varzant
Print Name of Applicant

For Special Events Office Use only:

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

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)

\$750.00

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: June 18, 2021 Ceremony start time: 6:30PM

Setup time: 6:00PM (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Berkeley Oceanfront Hotel

64th Avenue Beach

Names of Couple getting married : Jaimee Scherer and Matthew Penner

Address: 1024 Clinton St. Apt 505 City, State, Zip Code Hoboken, NJ 07030

Day Phone: 908.510.2025

Evening Phone: 908.510.2025

E-mail Address: jaimee.scherer@gmail.com & mattpenner90@gmail.com

Other Pertinent Information

Number in wedding party: 2

Number of people attending wedding ceremony 27

Will any of the following equipment be used:

PA System: X yes no

Chairs: X yes no If yes, how many 28

Archway: X yes no

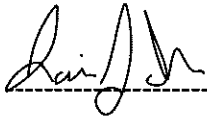
Canopy/tent: yes X no (if larger than 30x30, a fire permit is required)

Attachment: cm 526 (2021-243 : 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.



Jaimee Scherer

Signature of Applicant

5/4/2021

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 526 (2021-243 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-244

Resolution to credit sewer account due to leak adjustment from NJAWC.



RESOLUTION NO. 2021-244

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

RESOLUTION TO CREDIT SEWER ACCOUNT B-3006 L-8 1503 BOND ST

WHEREAS: The Tax Collector was notified by Daniel Quintero, owner of the property located at 1503 Bond Street, Block 3006 Lot 8, 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# 10802004-0; and

WHEREAS, it was made certain that New Jersey American Water Company billed for 300,000 gallons. By the way of evidence supplied by American Water Company there was a leak that occurred in the premise. American Water Company provided a leak adjustment credit for 148,000 gallons. The City of Asbury Park uploaded and billed for 300,000 gallons for December 2020 - February 2021 (due on the 2nd quarter) at a rate of \$1,325.00 (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 152,000 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 # 10802004-0 for the 2021 2nd quarter sewer billing in the amount of \$614.20 (for 148,000 gallons) and adjust said account to reflect the new total in the amount of \$710.80 which includes the \$80.00 quarterly demand charge and 152,000 gallons of consumption.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-244 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-245

Resolution Approving 2021-2022 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-245

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR MCLOONE'S ASBURY PARK, LLC.-D/B/A/ THE ROBINSON ALE HOUSE/SUPPER CLUB/IRON WHALE RESTAURANT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-056-008 McLoones's Asbury Park, LLC. d/b/a Robinson Ale House/Supper Club/ Iron Whale Restaurant; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-056-008 McLoones Asbury Park, LLC. (d/b/a The Robinson Ale House/Supper Club/Iron Whale Restaurant, 1213 Boardwalk Avenue)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-245 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-246

Resolution Approving 2021-2022 Alcoholic Beverage Control License for Raspberry Moon, Inc.-d/b/a/ Moonstruck Restaurant & lounge in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-246

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR RASPBERRY MOON, INC.-D/B/A/ MOONSTRUCK RESTAURANT & LOUNGE IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-042-006 Raspberry Moon, Inc. d/b/a Moonstruck Restaurant & Lounge; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-042-006 Raspberry Moon, Inc.
(d/b/a Moonstruck Restaurant & Lounge, 517 Lake Ave, Asbury Park, NJ)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-246 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-247

Resolution Approving 2021-2022 Alcoholic Beverage Control License for Asbury Lanes, LLC
in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-247

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY LANES, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-016-007 Asbury Lanes, LLC; and

WHEREAS, the Asbury Lanes, LLC has been inactive since October 15, 2015; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2021-2022 license term. (Job#437773)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-016-007 Asbury Lanes, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-247 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-248

Resolution Approving 2021-2022 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-248

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR PF, LLC D/B/A/ GARCIA LIQUORS/TAPATIA IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-32-001-010 PF, LLC d/b/a Garcia Liquors/Tapatia; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-32-001-010 PF, LLC. d/b/a Garcia Liquors/Tapatia-705-707 Main Street, Asbury Park

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-248 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-249

Resolution Approving 2021-2022 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-249

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR TBD, INC.-D/B/A/ TAKA RESTAURANT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-041-010 TBD, Inc. d/b/a Taka Restaurant; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-041-010 TBD, Inc.-d/b/a TAKA Restaurant, 660 Cookman Avenue, Asbury Park, NJ
07712

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-249 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-250

Resolution Approving 2021-2022 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-250

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 1411 KINGSLEY STREET, LLC, THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-037-008; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-037-008 1411 Kingsley Street, LLC.
(1409 Kingsley Street, Asbury Park, NJ)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-250 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-251

Resolution Approving 2021-2022 Alcoholic Beverage Control License for Pettibone Paradise, LLC, d/b/a Empress Hotel/Paradise in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-251

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR PETTIBONE PARADISE, LLC, D/B/A EMPRESS HOTEL/PARADISE IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-36-068-002, Pettibone Paradise LLC d/b/a The Empress Hotel/Paradise; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, that the Alcoholic Beverage License be granted with the following special conditions imposed by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, and that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

**1303-36-068-002 Pettibone Paradise, LLC 101 Asbury Ave. The Empress
Hotel/Paradise**

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-251 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-252

Resolution Approving 2021-2022 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-252

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR PETTIBONE PARADISE, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-024-010 Pettibone Paradise, LLC; and

WHEREAS, Pettibone Paradise, LLC has been inactive since August 31, 2013; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2021-2022 license term. (Job#439762)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-024-010 Pettibone Paradise, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-252 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-253

Resolution Approving 2021-2022 Alcoholic Beverage Control License for 934 SHIV, LLC.-
d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-253

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 934 SHIV, LLC.-D/B/A/ LUSH IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-44-011-011 d/b/a Lush; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-44-011-011 (d/b/a LUSH, 644 Cookman Ave, Suite#2, Asbury Park, NJ)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-253 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-254

Resolution Approving a Liquor License with Special Conditions for D.B. Ventures, LLC d/b/a Johnny Mac's for the 2020-2021 Licensing Year



RESOLUTION NO. 2021-254

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

RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR D.B. VENTURES, LLC D/B/A JOHNNY MAC'S FOR THE 2020-2021 LICENSING YEAR

WHEREAS, D.B. Ventures, LLC doing business as Johnny Mac's (the "**Licensee**") located at 206-208 Main Street is the holder of Liquor License Number: 1303-33-051-010 (the "**License**"); and

WHEREAS, the Licensee has applied for a License renewal for the 2021-2022 Licensing Year; and

WHEREAS, Police Chief Kelso issued a Memo dated June 4, 2019, reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee's License; and

WHEREAS, the Police Chief as recommended that the following existing special conditions be continued as part of the license for the 2021-2022 licensing year:

1. The Licensee shall hire three (3) off duty police officers on Friday nights and Saturday nights and nights before holidays from Memorial Day weekend through Labor Day weekend. The officers shall work from 10:30 p.m. through 3:00 a.m. If a substantial weather event is anticipated which will likely cause a reduced crowd to patronize the tavern (hurricane, etc.), the tavern may call the police department at least two (2) hours before the shift (8:30 p.m.) to request that the third officer not be required to work, which final decision will be decided by the Chief of Police or their designee.
2. The Licensee shall hire two (2) off-duty police officers on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
3. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club

nights.

4. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
5. If requested by the Chief, the Licensee will provide camera footage from security personnel who wear Go Pro body cameras, if the footage is available at the time the request is made.
6. The Licensee shall employ only Techniques of Alcohol Management (a.k.a. "**TAM**") certified bartenders and/or ensure that bartenders attend the next available TAM course.
7. The Licensee shall place additional temporary barriers outside of their entrance/exit to deter patrons from jaywalking across Main Street. The barriers shall be placed on the sidewalk by the curb line (not in the street) not later than 10:00 p.m. and shall be removed not later than 3:00 a.m. on Friday and Saturday evenings and when special events have been advertised or larger crowds are expected, by way of example: the Wednesday prior to Thanksgiving, Memorial Day Weekend, Fourth of July, Labor Day Weekend, the Zombie Walk and the St. Patrick's Day Parade.
8. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
9. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that

A. The License renewal be granted for the period of July 1, 2021 to June 30, 2022 with the following special conditions:

1. 75% of floor space shall be dedicated to food service.
2. The Licensee shall hire three (3) off duty police officers on Fridays and Saturdays from Memorial Day weekend through Labor Day weekend, including nights before holidays from 10:30 p.m. through 3:00 a.m. If a substantial weather event is anticipated which will likely cause a reduced crowd to patronize the tavern (hurricane, etc.), the tavern may call the police department at least two (2) hours before the shift (8:30 p.m.) to request that the third officer not be required to work, which final decision

will be decided by the Chief of Police or their designee.

3. The Licensee shall hire two (2) off-duty police officers on Fridays and Saturdays, and nights before holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
4. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
5. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
6. If requested by the Chief, the Licensee will provide camera footage from security personnel who wear Go Pro body cameras, if the footage is available at the time the request is made.
7. The Licensee shall employ only Techniques of Alcohol Management (a.k.a. "TAM") certified bartenders and/or ensure that bartenders attend the next available TAM course.
8. The Licensee shall place additional temporary barriers outside of their entrance/exit to deter patrons from jaywalking across Main Street. The barriers shall be placed on the sidewalk by the curb line (not in the street) not later than 10:00 p.m. and shall be removed not later than 3:00 a.m. on Friday and Saturday evenings and when special events have been advertised or larger crowds are expected, by way of example: the Wednesday prior to Thanksgiving, Memorial Day Weekend, Fourth of July, Labor Day Weekend, the Zombie Walk and the St. Patrick's Day Parade.
9. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
10. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

B. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-254 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-255

Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2021-2022 Licensing Year



RESOLUTION NO. 2021-255

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

RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR BOND STREET BAR & GRILL, LLC (D/B/A BOND STREET BAR AND GRILL, CAPITOLINE AND LOTERIA) FOR THE 2021-2022 LICENSING YEAR

WHEREAS, Bond Street Bar & Grill, LLC doing business as Bond Street Bar & Grill, Capitoline and Loteria (the “Licensee”) located at 208 Bond Street is the holder of Liquor License Number: 1303-33-034-013 (the “License”); and

WHEREAS, the Licensee has applied for a License renewal for the 2021-2022 Licensing Year; and

WHEREAS, Police Chief Kelso issued a Memo dated May 5, 2021 reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee’s License; and

WHEREAS, the Police Chief made the following recommendations to the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers or one (1) off-duty police officer and one (1) security guard on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend before Memorial Day through the weekend after Labor Day and all major holidays.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that

- A. The License renewal be granted for the period of July 1, 2021 to June 30, 2022

with the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers or one (1) off-duty police officer and one (1) security guard on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend before Memorial Day through the weekend after Labor Day and all major holidays.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

B. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-255 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-275



RESOLUTION NO. 2021-275

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 1211 MAIN STREET, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-025-005 1211 Main Street, LLC; and

WHEREAS, 1211 Main Street, LLC has been inactive; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2021-2022 license term. (Job#440892)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-025-005 -1211 Main Street, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-275 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-276

Resolution Approving 2021-2022 Alcoholic Beverage Control License for Enigma Restaurant in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-276

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ENIGMA RESTAURANT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-053-1010. Enigma Restaurant, LLC; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-053-010 Enigma Restaurant, LLC
408 Seventh Avenue

*Special Condition: - Liquor may be consumed but not served on the porch area.

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-276 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-277

Resolution Approving 2021-2022 Alcoholic Beverage Control License for Hemmings at Asbury, LLC, .-d/b/a/ Pascal & Sabine in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2021-277

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

RESOLUTION APPROVING 2021-2022 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR HEMMINGS AT ASBURY, LLC.-D/B/A/ PASCAL & SABINE IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-055-004 Hemmings at Asbury, LLC d/b/a Pascal & Sabine; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2021 until June 30, 2022, is hereby renewed:

1303-33-055-004 Hemmings at Asbury, LLC. -d/b/a Pascal & Sabine, 522 Cookman Avenue,
Suite # 3, Asbury Park, NJ 07712

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-277 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-278

Budget Amendment to Transportation Utility Budget.



RESOLUTION NO. 2021-278

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

RESOLUTION TO AMEND 2021 CALENDAR YEAR BUDGET

Whereas, the local municipal budget for the calendar year 2021 was approved on the 14th day of April, 2021; and

Whereas, the public hearing on said budget has been held as advertised; and

Whereas, it is desired to amend said approved budget,

Now, Therefore, Be It Resolved by the Mayor and City Council of the City of Asbury Park, County of Monmouth, New Jersey, that the attached amendment to the approved budget for the Calendar Year 2021 be made.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-278 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



CITY OF ASBURY PARK
COUNTY OF MONMOUTH, NEW JERSEY
STATE OF NEW JERSEY
RESOLUTION TO AMEND 2021 CALENDAR YEAR BUDGET

WHEREAS, the local municipal budget for the calendar year 2021 was approved on the 14th day of April, 2021, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the City of Asbury Park, County of Monmouth, New Jersey, that the following amendments to the approved budget for the calendar year 2021 be made:

	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	
Recorded Vote	(	(	(	
(Insert last names)	(	(	(	
	(			
	(		<u>Absent</u>	
	(		(	
			(	
			<u>From</u>	<u>To</u>

DEDICATED TRANSPORTATION UTILITY BUDGET

APPROPRIATIONS

Debt Service:			
Payment on Bond Anticipation Notes & Capital Notes	\$	-	\$ 250,000.00
Deferred Charges:			
Ord. 2019-7	250,000.00		-
Total Transportation Utility Appropriations	\$ 2,900,250.00		\$ 2,900,250.00

BE IT FURTHER RESOLVED, that two (2) certified copies of this resolution be filed forthwith in the Office of the Director of the Division of Local Government Services for certification of the 2021 local municipal budget so amended.

IT IS HEREBY CERTIFIED that this is a true copy of a resolution amending the budget, adopted by the governing body 26th of May, 2021.

The Municipal Council Meeting will be conducted by audio live streaming via Zoom. The information to join and participate in the meeting is available on the City of Asbury Parks website:
www.cityofasburypark.com.

Attachment: Amendment (2021-278 : 2021 Budget Amendment)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-256

**RESOLUTION NO. 2021-256**

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

ADOPTION OF THE 2021 MUNICIPAL BUDGET

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-256 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-257



RESOLUTION NO. 2021-257

**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 \$555,192.67

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>555,192.67</u>
TOTAL VOUCHERS	\$ <u>555,192.67</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-257 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

May 20, 2021
11:13 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.3.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: LEGAL SERVICES
Extd: LEGAL SERVICES

0-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	21-01296	Invoice 462013 Kula Urban Farm	320.00	0.00	
	Extd Total: LEGAL SERVICES			320.00		
	Department Total: LEGAL SERVICES			320.00		
	CAFR Total:			320.00		

Department: POLICE
Extd: POLICE DEPARTMENT

0-01-25-240-000-201	POLICE General Plant					
CITEC005	CI TECHNOLOGIES, INC.	20-03372	IAPro Professional Standards	12,400.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	21-01396	Applicant Analysis 12/15/20	450.00	0.00	
				12,850.00		
	Extd Total: POLICE DEPARTMENT			12,850.00		
	Department Total: POLICE			12,850.00		
	CAFR Total:			12,850.00		

Department: RECREATION
Extd: RECREATION SERVICES & PROGRAM

0-01-28-370-000-299	RECREATION Misc.					
THECOA	THE NEW COASTER, LLC	20-02999	trick or treat ad 10/29/2020	170.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			170.00		
	Department Total: RECREATION			170.00		
	CAFR Total:			170.00		

Department: LIGHTING
Extd: LIGHT, HEAT, POW

0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	21-01382	#1018-210027736385 4/6-5/5	746.18	0.00	
	Extd Total: LIGHT, HEAT, POW			746.18		
	Department Total: LIGHTING			746.18		
	CAFR Total:			746.18		

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: DEFERRED CHGS						
0-01-46-870-880-297	P/Y BILLS					
WEBER005 WEBER GALLAGHER SIMPSON		20-01827	Legal fees - Prior Years	12,209.59	0.00	
	Extd Total:			12,209.59		
	Department Total: DEFERRED CHGS			12,209.59		
	CAFR Total:			12,209.59		
	Fund Total: CURRENT			26,295.77		
	Year Total:			26,295.77		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
1-01-20-100-000-201	ADMINISTRATION General Plant					
GRAING GRAINGER, INC.		21-01317	#2047571608 Lobby Sign	182.53	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		21-01333	Invoice 2704 Rent Control	426.00	0.00	
				608.53		
1-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		21-00304	2021 SERVICES RENDERED BLANKET	35.50	0.00	B
CGPHL005 CGP&H, LLC		21-00332	2021 SERVICES RENDERED BLANKET	182.00	0.00	B
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		21-01222	Invoice 2659 Rent Control	2,307.50	0.00	
				2,525.00		
1-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER		21-01331	ACCT #117290 APRIL 2021	695.00	0.00	
	Extd Total: ADMINISTRATION			3,828.53		
	Department Total: ADMINISTRATION			3,828.53		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
1-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
AMAZ0005 AMAZON.COM SERVICES		21-01310	Amazon Order 2021 Calendar	33.86	0.00	
1-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES		21-01411	NJLM Magazine 2021-2022	175.00	0.00	
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES		21-01285	Help Wanted for Clerk 1	115.00	0.00	
ASBPAK ASBURY PARK PRESS		21-01363	SPECIAL MEETING NOTICE 5/5/21	49.85	0.00	
ASBPAK ASBURY PARK PRESS		21-01364	2021 MUNICIPAL BUDGET NOTICE	197.00	0.00	
ASBPAK ASBURY PARK PRESS		21-01402	4/20/2021 ELECTION NOTICE	67.40	0.00	
ASBPAK ASBURY PARK PRESS		21-01404	ORD 2021-10, 2021-11, 2021-17	151.80	0.00	
				581.05		
1-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GENER010 GENERAL CODE, LLC		21-01178	#GC00113194 annual maintenance	1,195.00	0.00	

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

May 20, 2021
11:13 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.3.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-120-000-238 GRALLC GRANICUS, LLC	MUNICIPAL CLERK Contractual	21-01294	Continued May Invoice#139041	706.20 1,901.20	0.00	
	Extd Total: MUNICIPAL CLERK			2,691.11		
	Department Total: MUNIC CLERK			2,691.11		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-205	FINANCE Ads					
ASBPAK ASBURY PARK PRESS		21-01173	NTB- EMS BILLING SERVICES	81.80	0.00	
ASBPAK ASBURY PARK PRESS		21-01316	RFQ RENT LEVELING BD ATTORNEY	84.50	0.00	
				166.30		
1-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION		21-01321	#18726 CONTRACT PMT #44 of 60	515.72	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		21-01332	#18196 CONTRACT PMT #50 OF 60	3,207.29	0.00	
				3,723.01		
1-01-20-130-000-209	FINANCE Fees					
FPMAIL FP Mailing Solutions		21-01345	#RI104883176 - MAIL MACHINE	225.00	0.00	
1-01-20-130-000-223	FINANCE Condo Reimbursements					
PHISEA PHILLIPS SEAVIEW TOWER		21-01194	1st Q. 2021 Trash reimb.	17,886.33	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			22,000.64		
	Department Total: FINANCE			22,000.64		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV CDW GOVERNMENT INC.		21-01114	Q#MBWS945 DPW Dir. Monitor	356.26	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			356.26		
	Department Total: COMPUTER MIS			356.26		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER		21-00302	2021 SERVICES RENDERED BLANKET	1,430.00	0.00	B
	Extd Total: TAX ASSESSOR			1,430.00		
	Department Total: TAX ASSESSOR			1,430.00		

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

May 20, 2021
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.3.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: DIRECTOR OF COMMUNICATIONS Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-205	DIRECTOR OF COMMUN. Printing/Mailing					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-01385	Social Services Flyers APSD	102.00	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				102.00		
Department Total: DIRECTOR OF COMMUNICATIONS				102.00		
Department: LEGAL SERVICES Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	21-00290	2021 SERVICES RENDERED BLANKET	12,340.36	0.00	B
MARFAL	MARAZITI FALCON, LLP	21-00291	2021 SERVICES RENDERED BLANKET	2,975.00	0.00	B
PARKE005	PARKER MCCAY, PA	21-00296	2021 SERVICES RENDERED BLANKET	741.00	0.00	B
ANSZAR	ANSELL, GRIMM & AARON, P.C.	21-01344	Invoice 468283 Berkley Hotel	35.00	0.00	
				16,091.36		
Extd Total: LEGAL SERVICES				16,091.36		
Department Total: LEGAL SERVICES				16,091.36		
CAFR Total:				46,499.90		
Department: CODE ENFORCE Extd: CODE ENFORCEMENT AND ADMIN.						
1-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-01263	Office supplies	339.50	0.00	
Extd Total: CODE ENFORCEMENT AND ADMIN.				339.50		
Department Total: CODE ENFORCE				339.50		
CAFR Total:				339.50		
Department: LIAB INSURANCE Extd: LIABILITY INSURANCE						
1-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	21-01369	Apr. 2021 Billing Statement	30,998.13	0.00	
Extd Total: LIABILITY INSURANCE				30,998.13		
Department Total: LIAB INSURANCE				30,998.13		
Department: WORKERS COMP Extd: WORKER'S COMPENSATION						
1-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	21-01369	Apr. 2021 Billing Statement	77,889.02	0.00	
Extd Total: WORKER'S COMPENSATION				77,889.02		
Department Total: WORKERS COMP				77,889.02		
CAFR Total:				108,887.15		

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
KEMFLA KEMPTON FLAG LLC	21-00484 #6265 Mourning Fan Nylon			192.00	0.00	
TRECTY TREASURER CTY OF MONMOUTH	21-01218 2021 Monmouth County Emergency			1,500.00	0.00	
WBMASON W.B.MASON CO., INC.	21-01233 Sentinel 11 Disinfectant			203.96	0.00	
				<u>1,895.96</u>		
1-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.	21-00237 HAND SANITIZER			298.44	0.00	
WBMASON W.B.MASON CO., INC.	21-01346 Seagate Backup Plus Slim			188.94	0.00	
				<u>487.38</u>		
1-01-25-240-000-203	POLICE Motor Vehicle					
EASAUT EASTERN AUTOPARTS WAREHOUSE	21-00857 Blanket Car Repairs			129.88	0.00	B
1-01-25-240-000-222	POLICE Training					
GLEND005 GLENDOLA BICYCLE	21-01374 Bicycle Helmets and Gloves			160.00	0.00	
	Extd Total: POLICE DEPARTMENT			2,673.22		
	Department Total: POLICE			2,673.22		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR THE HARDWARE STORE	21-00042 Blanket PO not to exceed			32.90	0.00	B
ESIEQU ESI EQUIPMENT, INC.	21-00824 Inv E21-253 Holmatro rescue tl			941.00	0.00	
GRAING GRAINGER, INC.	21-01301 Quote #2046973558 window blnds			581.22	0.00	
ATLLOK ATLANTIC LOCK & SAFE	21-01395 LOCK NEEDED AT FIREHOUSE DOORS			160.00	0.00	
ATLLOK ATLANTIC LOCK & SAFE	21-01418 LOCK NEEDED AT FIREHOUSE DOORS			160.00	0.00	
				<u>1,875.12</u>		
1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
SEAGRA SEAGRAVE NEW JERSEY	21-01177 INV:07w1646-8390 Hydraul. Leak			1,675.05	0.00	
1-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
FIRONE FIREFIGHTER ONE LIMITED	21-00192 Quotes #SQ3015/1, 2861/1			664.38	0.00	
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
TEALIF TEAM LIFE, INC.	21-00996 Quote 9855 defib electrodes			590.00	0.00	
TEALIF TEAM LIFE, INC.	21-01359 QUOTE #10028 Electrode pads			616.00	0.00	
				<u>1,206.00</u>		
1-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
REVGUA REVENUE GUARD MEDICAL CLAIMS	21-01335 Invoice 43021 April 2021 Fees			2,904.50	0.00	
	Extd Total: FIRE DEPARTMENT			8,325.05		

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

May 20, 2021
11:13 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.3.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	FIRE HYDRANT					
1-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	21-01382	#1018-210027736385 4/6-5/5	17,346.88	0.00	
NJAMER	N.J. AMERICAN WATER CO.	21-01416	#1018-210026567043 3/24 - 4/23	17,346.88	0.00	
				34,693.76		
	Extd Total: FIRE HYDRANT			34,693.76		
	Department Total: FIRE DEPT.			43,018.81		
	CAFR Total:			45,692.03		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
1-01-26-290-000-012	STREETS & ROAD Seasonal					
GRAING	GRAINGER, INC.	21-00914	Preparation for Seasonal work	1,020.44	0.00	
1-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	21-00627	Miscellaneous Hardware, etc	155.55	0.00	B
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	21-01358	#207694 Hot Mixed Asphalt 4/26	82.06	0.00	
				237.61		
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	21-00317	Various Supplies, Tools, etc	110.64	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00560	Automotive Parts, Tools & Svc	57.69	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	21-00643	Repairs, Supplies, Tools, etc	1,705.35	0.00	B
THEHAR	THE HARDWARE STORE	21-00693	Various Supplies, Tools, etc	27.96	0.00	B
THEHOS	THE HOSE SHOP, INC.	21-00875	Various Hoses, Parts and Tools	6.06	0.00	B
LACEQU	LACAL EQUIPMENT INC.	21-00901	Parts for Elgin Sweeper	985.58	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-00972	SY Auto Transmission Fluid-55G	1,889.90	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-01164	Automotive Parts, Tools & Svc	465.87	0.00	B
SEAWEL	SEABOARD WELDING SUPPLY, INC.	21-01313	Acetylene & Oxygen Cylinders	83.25	0.00	
				5,332.30		
1-01-26-290-000-206	STREETS & ROAD Purchase of Equipment					
AMAZ0005	AMAZON.COM SERVICES	21-01304	DPW iPad Accessories	113.48	0.00	
1-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
ATLLOK	ATLANTIC LOCK & SAFE	21-00321	Miscellaneous Hardware, etc	7.52	0.00	B
1-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
MULSYS	MULTIFORCE SYSTEMS CORPORATION	21-00568	Q#21022404KG System Espansion	2,370.00	0.00	
POWER005	POWER PATCH INC	21-00625	Infrared Patching of Manholes	3,800.00	0.00	
ARMTRE	ARMSTRONG TREE SERVICE LLC	21-01276	Tree Removal & Stump Grinding	500.00	0.00	
WATEAS	WATERLOGIC AMERICAS LLC	21-01298	#642910 MAY 2021	36.24	0.00	
LORCO	LORCO PETROLEUM SERVICES	21-01397	#1617214 Used Oil Removed	125.00	0.00	
OPTIMUM	OPTIMUM	21-01406	#07866-183188-01-1 5/8 - 6/7	22.90	0.00	
				6,854.14		
1-01-26-290-000-223	STREETS & ROAD Sunset Lake					
ABBPON	ABBY PONDS, INC.	21-01031	2021 SUNSET LAKE POND MANAGEME	3,450.00	0.00	B

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
GLOIND	GLOBAL INDUSTRIAL	21-01001	Plastic Storage Tank #988715	599.92	0.00	
GASFAM	GASKOS FAMILY FARM	21-01012	Plants, Compost Manure & Mulch	554.85	0.00	B
CICFAR	CICCONI FARMS, INC.	21-01013	Perennial and Annual Plants	983.20	0.00	B
				<u>2,137.97</u>		
	Extd Total: STREETS & ROADS MAINTENANCE			19,153.46		
	Department Total: STREETS & ROAD			19,153.46		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	21-00954	Removal of Construction Debris	4,358.00	0.00	B
DELDEM	DELISA DEMOLITION, INC.	21-01291	#208589 Trash Fees 4/16 - 4/30	29,301.42	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	21-01308	#60687 Reclamation Center APR	2,882.31	0.00	
MICBEN	MICKEY BENOIT, INC	21-01357	#1054096 Brush, Delivered	250.20	0.00	
				<u>36,791.93</u>		
	Extd Total: SOLID WASTE COLLECTION			36,791.93		
	Department Total: SOLID WASTE			36,791.93		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-201	BUILDING & GND	General Plant				
THEHAR	THE HARDWARE STORE	21-00727	Various Supplies, Tools, etc	17.37	0.00	B
SITE0005	SITEONE LANDSCAPE SUPPLY LLC	21-01008	Sprinkler Material & Tools	66.32	0.00	B
VERITIV	VERITIV OPERATING COMPANY	21-01060	Custodial Supplies - Trans Ctr	402.00	0.00	
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	21-01137	Floor Cleaner & Disinfectant	260.45	0.00	
WBMASON	W.B.MASON CO., INC.	21-01378	Stitched Shop Ticket Holder	10.72	0.00	
				<u>756.86</u>		
1-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
CONTR005	CONTROLLED GROWTH, LLC	21-00730	Weed Control Program	990.00	0.00	B
ARMTRE	ARMSTRONG TREE SERVICE LLC	21-01172	Trimming Shade Tree - Dead Top	400.00	0.00	
ADVAN005	ADVANCED AARDVARK AIR DUCT	21-01290	Labor and Material for Air	1,100.00	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	21-01297	Fire Extinguisher Inspection	513.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	21-01314	#407312410 Pest Control 4/27	187.00	0.00	
				<u>3,190.00</u>		
	Extd Total: BUILDINGS & GROUNDS			3,946.86		
	Department Total: BUILDING & GND			3,946.86		
	CAFR Total:			59,892.25		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
1-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-01412	OFFICE SUPPLIES NEEDED	91.95	0.00	
	Extd Total: SOCIAL SERVICES:			91.95		
	Department Total: PUBLIC ASST			91.95		
	CAFR Total:			91.95		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	21-01382	#1018-210027736385 4/6-5/5	1,944.51	0.00	
JCPL	JCPL	21-01391	#200 000 001 293 - MASTER ACCT	865.31	0.00	
				<u>2,809.82</u>		
	Extd Total: LIGHT,HEAT,POW			2,809.82		
	Department Total: LIGHTING			2,809.82		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	21-01381	INVOICE #319456-M MAY 2021	4,061.66	0.00	
VERIZON	VERIZON WIRELESS	21-01386	#342269861-00001 4/5-5/4	3,211.75	0.00	
VERZON	VERIZON BUSINESS	21-01399	#152-069-551-0001-78 5/4-6/3	124.99	0.00	
				<u>7,398.40</u>		
	Extd Total: TELEPHONE			7,398.40		
	Department Total: TELEPHONE			7,398.40		
Department: GASOLINE						
Extd: GASOLINE						
1-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-00813	Unleaded RFG Fuel, Delivered	16,231.67	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-01024	Sulfur Diesel Fuel, Delivered	1,788.66	0.00	B
				<u>18,020.33</u>		
	Extd Total: GASOLINE			18,020.33		
	Department Total: GASOLINE			18,020.33		
	CAFR Total:			28,228.55		

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
IMPTEC	IMPACT TECHNOLOGY SOLUTIONS	21-01340	#21-74101 ANNUAL AGREEMENT	875.00	0.00	
Extd Total: MUNICIPAL COURT				875.00		
Department Total: MUNIC COURT				875.00		
CAFR Total:				875.00		
Department: LOAN REPAYMENT						
1-01-45-940-941-299	Green Acres Loan Payments					
TRE727	TREAS.STATE OF NJ/727 FUND	21-01020	GREEN ACRES-BOARDWALK-PRIN/INT	24,910.74	0.00	
Extd Total:				24,910.74		
Department Total: LOAN REPAYMENT				24,910.74		
CAFR Total:				24,910.74		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-011	ACCOUNTS PAYABLE					
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	19-02277	Various Blades	180.48	0.00	
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	19-02387	Assembly Deck Chopper #300504	2,947.41	0.00	
				3,127.89		
Extd Total: TAXES PAYABLE:				3,127.89		
Department Total: TAXES PAYABLE:				3,127.89		
CAFR Total: CURRENT FUND NON BUDGET ACCTS:				3,127.89		
Fund Total: CURRENT				318,544.96		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
CDWGOV	CDW GOVERNMENT INC.	21-00990	Q#1C4JWPH Beach Network Equip.	779.21	0.00	
MILCOM	MILLENNIUM COMMUNICATIONS	21-01027	FIBER AT 7TH AVE BEACH HUT	7,170.00	0.00	
MCMCAR	MCMaster-CARR SUPPLY CO.	21-01243	Numbered Plate - Beach Lockers	2,736.09	0.00	
				10,685.30		
1-05-55-502-000-207	BEACH UTILITY O/E: Clothing					
SCREE005	SCREEN STYLES, LLC	21-01047	T-Shirts for Lifeguards	2,221.75	0.00	
1-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
TAKWA005	TAK WATERMAN	21-01306	Shrimp Nets	170.00	0.00	
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
THEHAR	THE HARDWARE STORE	21-00691	Various Supplies, Tools, etc	61.96	0.00	B
GRAING	GRAINGER, INC.	21-01149	Hot Knife Cutting Tool #2RMC5	130.69	0.00	

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware	Continued				
MCMCAR	MCMMASTER-CARR SUPPLY CO.	21-01243	Numbered Plate - Beach Lockers	186.84	0.00	
GRAING	GRAINGER, INC.	21-01289	Misc. Hardware for Showers	100.68	0.00	
GRAING	GRAINGER, INC.	21-01292	Restroom Wall Sign Holders	189.36	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	21-01315	Quote Elect. Supplies Beach	<u>1,436.43</u>	0.00	
				2,105.96		
1-05-55-502-000-214	BEACH UTILITY O/E: Lifeguard Supplies					
ORIGI005	ORIGINAL WATERMEN, INC.	21-01037	Various Boardshorts & Whistles	2,651.00	0.00	
1-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
SHEWIL	SHERWIN WILLIAMS	21-01188	Woodscapes Stain Extra	490.95	0.00	
1-05-55-502-000-219	BEACH UTILITY O/E: Vehicle					
ACTIO005	ACTION YAMAHA	21-00406	ATV Supplies, Parts & Tools	269.98	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			18,594.94		
	Department Total: UTILITY OE			18,594.94		
	CAFR Total:			18,594.94		
	Fund Total: BEACH			18,594.94		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
1-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-01332	#18196 CONTRACT PMT #50 OF 60	296.99	0.00	
1-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
IPSGRO	IPS GROUP, INC.	21-01309	#INV60051 April 2021	3,132.57	0.00	
1-06-55-502-000-209	TRANS.UTILITY O/E: Auto					
EASTE005	EASTERN LIFT TRUCK CO., INC.	21-00183	#C64088 Charger for GEM Cars	1,544.78	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00874	Blanket Car Repairs	<u>109.62</u>	0.00	B
				1,654.40		
1-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP	GLENCO SUPPLY INC.	21-00794	GOLD BAR BKWY KITS	450.00	0.00	
GLESUP	GLENCO SUPPLY INC.	21-01041	MULTI COLOR ZONE PARKING SIGNS	1,350.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	21-01185	EST #1165 No Parking Signs	90.00	0.00	
GLESUP	GLENCO SUPPLY INC.	21-01192	3 Hour Limit Parking Signs	<u>114.00</u>	0.00	
				2,004.00		
1-06-55-502-000-211	TRANS.UTILITY O/E: Street Markings					
TRAFF005	TRAFFIC LOGIX CORPORATION	21-01302	#QUO-15364-J2M7X4 Bolts	2,020.00	0.00	
GRAING	GRAINGER, INC.	21-01330	Marking Paint	49.80	0.00	
GRAING	GRAINGER, INC.	21-01383	Reflective Tape 5/11/2021	<u>106.70</u>	0.00	
				2,176.50		
1-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	21-01376	#INV 20030 APRIL 2021	3,253.50	0.00	

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-06-55-502-000-214	TRANS.UTILITY O/E: Dues/Conferences					
NJMMA	NJ MUNICIPAL MANAGEMENT ASSOC.	21-01375	Membership 2021 M. Manzella	250.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			12,767.96		
	Department Total: UTILITY OE			12,767.96		
	CAFR Total:			12,767.96		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			12,767.96		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
1-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
THEHAR	THE HARDWARE STORE	21-00692	Various Supplies, Tools, etc	34.14	0.00	B
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL	JCPL	21-01377	#100 016 434 381 3/27-4/26	29,790.65	0.00	
NJAMER	N.J. AMERICAN WATER CO.	21-01382	#1018-210027736385 4/6-5/5	5,474.40	0.00	
				35,265.05		
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNMAI	MUNICIPAL MAINTENANCE CO.	21-00906	Vertical Influent Pump for D&I	1,875.00	0.00	
BRWELD	BR WELDING, INC.	21-01161	Sludge Pump Base Plates	1,230.00	0.00	
				3,105.00		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			38,404.19		
	Department Total: UTILITY OE			38,404.19		
	CAFR Total:			38,404.19		
	Fund Total: SEWER UTILITY: BUDGET:			38,404.19		
	Year Total:			388,312.05		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01203	Ord. 2016-40 Bond Sale Costs	343.55	0.00	
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			343.55		
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-002	2016-40/Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01203	Ord. 2016-40 Bond Sale Costs	801.60	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			801.60		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01203	Ord. 2016-40 Bond Sale Costs	2,290.31	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			2,290.31		

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-002	Various Road Improv. (Heck St.) 2017-30					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01203	Ord. 2016-40 Bond Sale Costs	1,946.76	0.00	
	Extd Total: Various Road Improv. 2017-30			1,946.76		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-017	Section 20 Costs					
ASBPAK	ASBURY PARK PRESS	21-00698	NTB TRAFFIC SIGNALS ASBURY &	90.80	0.00	
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01203	Ord. 2016-40 Bond Sale Costs	4,466.10	0.00	
				4,556.90		
	Extd Total: Ord. 2018-4 Var. Capital Improvements			4,556.90		
C-04-55-998-173-003	Deal Lake Drive Improvements					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01203	Ord. 2016-40 Bond Sale Costs	1,603.22	0.00	
	Extd Total:			1,603.22		
	Department Total:			11,542.34		
	CAFR Total:			11,542.34		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			11,542.34		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Ord. 2018-7 Sewer Utility Improvements					
C-08-55-528-018-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01203	Ord. 2016-40 Bond Sale Costs	576.65	0.00	
	Extd Total: Ord. 2018-7 Sewer Utility Improvements			576.65		
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-002	Sewer Utility Improvements					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01203	Ord. 2016-40 Bond Sale Costs	471.81	0.00	
	Extd Total: Ord. 2018-5 Various Sewer Improv.			471.81		
	Department Total:			1,048.46		
	CAFR Total:			1,048.46		
	Fund Total: SEWER CAPITAL FUND BUDGET:			1,048.46		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PARKING CAPITAL						
Department: Ord. 2019-7 Transport.Utility Improve.						
Extd: Ord. 2019-7 Transport.Utility Improve.						
C-09-17-903-000-902	Transportation Utility Improvements					
JCCON	J.C. CONTRACTING, INC.	21-01368	ASBURY & RIDGE TRAFFIC SIGNAL	87,524.09	0.00	B
Extd Total: Ord. 2019-7 Transport.Utility Improve.				87,524.09		
Department Total: Ord. 2019-7 Transport.Utility Improve.				87,524.09		
CAFR Total:				87,524.09		
Fund Total: PARKING CAPITAL				87,524.09		
Year Total:				100,114.89		
Fund: GRANT FUND BUDGET:						
G-02-43-926-020-200	Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	20-03232	diabetic and med. supplies	99.20	0.00	B
Extd Total:				99.20		
Department Total:				99.20		
G-02-43-934-020-200	Clean Communities Grant					
JERRY005	JERRY'S ARTIST OUTLET	21-01299	Quote for Mural paint Jerry	2,158.70	0.00	
JERRY005	JERRY'S ARTIST OUTLET	21-01342	paint for art project order #2	206.85	0.00	
SHEWIL	SHERWIN WILLIAMS	21-01352	MURAL PAINT QUOTE #5694650	446.29	0.00	
				<u>2,811.84</u>		
Extd Total:				2,811.84		
Department Total:				2,811.84		
G-02-43-936-020-202	Misc/Other					
WBMASON	W.B.MASON CO., INC.	21-00809	COVID SUPPLIES NEEDED	450.82	0.00	
Extd Total:				450.82		
Department Total:				450.82		
Department: LOAN REPAYMENT						
G-02-43-940-021-200	Senior Center Grant					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	21-01312	2nd Q 2021 Condo Assoc. Fees	7,497.75	0.00	
Extd Total:				7,497.75		
Department Total: LOAN REPAYMENT				7,497.75		
G-02-43-941-021-200	Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	21-00886	Nursing Services Annual	6,833.33	0.00	B
Extd Total:				6,833.33		
Department Total:				6,833.33		
CAFR Total:				17,692.94		
Fund Total: GRANT FUND BUDGET:				17,692.94		
Year Total:				17,692.94		

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	CDBG Cares Act					
T-17-77-850-850-002	Dinfecting Spray Gun					
FEDER005	FEDERAL RESOURCES SUPPLY CO.	21-00975	Disinfectant solution	721.40	0.00	
T-17-77-850-850-008	Hand Sanitizer Stations					
FEDER005	FEDERAL RESOURCES SUPPLY CO.	21-00975	Disinfectant solution	15.62	0.00	
WBMASON	W.B.MASON CO., INC.	21-01155	Hand sanitizer for stations	1,750.00	0.00	
				<u>1,765.62</u>		
	Extd Total: CDBG Cares Act			2,487.02		
	Department Total:			2,487.02		
	CAFR Total:			2,487.02		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			2,487.02		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-468-000-299	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-01295	Invoice 455167 C&C Cookman	160.00	0.00	
	Extd Total:			160.00		
	Department Total:			160.00		
T-21-00-484-000-299	AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
CLACAN	CLARKE CATON HINTZ PC	21-01366	Inv 79437 AP Triangle 10/30/20	590.00	0.00	
	Extd Total:			590.00		
	Department Total:			590.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			750.00		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			750.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-825	AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-01344	Invoice 468283 Berkley Hotel	35.00	0.00	
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-01339	Invoice 468284 1201 Memorial	70.00	0.00	
T-48-56-850-000-836	1401 OCEAN(1401 OCEAN,LLC/BERKLEY HOTEL)					
MARFAL	MARAZITI FALCON, LLP	21-01320	2021 SERVICES RENDERED	10,172.50	0.00	
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-01344	Invoice 468283 Berkley Hotel	17.50	0.00	
				<u>10,190.00</u>		
T-48-56-850-000-841	515 LAKE AVENUE(THE LAKE GROUP AP, LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-01303	Invoice 457222 515 Lake	70.00	0.00	
T-48-56-850-000-842	ISTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01201	ISTAR General Consulting 4001	1,572.50	0.00	

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-843 MARFAL MARAZITI FALCON, LLP	COVE AT ASBURY, THE(K.HOVNANIAN)	21-01320	2021 SERVICES RENDERED	1,852.50	0.00	
	Extd Total:			13,790.00		
	Department Total:			13,790.00		
	CAFR Total:			13,790.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			13,790.00		
	Year Total:			17,027.02		
Total Charged Lines:	327	Total List Amount:	549,442.67	Total Void Amount:	0.00	

Attachment: Bill List 5-26-21 (2021-257 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	26,295.77	0.00	0.00	26,295.77
CURRENT	1-01	318,544.96	0.00	0.00	318,544.96
BEACH	1-05	18,594.94	0.00	0.00	18,594.94
TRANSPORTATION UTILITY: BUDGET:	1-06	12,767.96	0.00	0.00	12,767.96
SEWER UTILITY: BUDGET:	1-07	38,404.19	0.00	0.00	38,404.19
Year Total:		388,312.05	0.00	0.00	388,312.05
GENERAL CAPITAL FUND BUDGET:	C-04	11,542.34	0.00	0.00	11,542.34
SEWER CAPITAL FUND BUDGET:	C-08	1,048.46	0.00	0.00	1,048.46
PARKING CAPITAL	C-09	87,524.09	0.00	0.00	87,524.09
Year Total:		100,114.89	0.00	0.00	100,114.89
GRANT FUND BUDGET:	G-02	17,692.94	0.00	0.00	17,692.94
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	2,487.02	0.00	0.00	2,487.02
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	750.00	0.00	0.00	750.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	13,790.00	0.00	0.00	13,790.00
Year Total:		17,027.02	0.00	0.00	17,027.02
Total Of All Funds:		549,442.67	0.00	0.00	549,442.67

May 26, 2021 Council Meeting

Balance Brought Forward from Total List Amount	\$ 549,442.67
CMRS-FP (Postage)	\$ 2,500.00
James N. Butler, Jr.	\$ 3,250.00
	<u>\$ 555,192.67</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-258

Resolution authorizing the repairs of Influent Pump #1 at the Sewer Plant in the amount of \$14,490.00 utilizing capital funds.



RESOLUTION NO. 2021-258

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

**RESOLUTION AUTHORIZING THE REPAIRS OF INFLUENT PUMP #1 AT THE
SEWER PLANT**

WHEREAS, the City has a need to repair influent pump #1 at the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Municipal Maintenance Co. totaling \$14,490.00 from the North Jersey Wastewater Cooperative Pricing System Contract #B240-5; and

WHEREAS, the City of Asbury Park is desirous of awarding these repairs to Municipal Maintenance Co. in the amount of \$14,490.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-08-55-528-020-002. 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 repairs to influent pump #1 in the amount of \$14,490.00 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-258 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 26th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK

MUNICIPAL MAINTENANCE CO.

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:
Ed Mickla
City of Asbury Park
1700 Kingsley St.
Asbury Park, NJ
(732) 921-1074

emickla@gmail.com

Quotation

DATE 5/18/2021
Quotation # 44491Q-R1

Quotation valid until: 6/17/2021
Terms: Net 30 Days
Delivery: 2 - 4 weeks

Project Name: STP - MMC 210927 - Repair Influent Pump #1

Item	Qty	Description	Unit Price	Total Price
1.	1	Perform the following work: • Clean and sandblast parts as needed • Supply and install the following: - Bearings, lip seals, O-rings, gaskets, miscellaneous hardware • Fabricate and machine new stainless steel impeller wearing and shaft sleeve • Machine and sleeve lower bearing housing • Machine gasket area on seal housing • Rebuild mechanical seal • Repair impeller and seal housing with Belzona coating • Dynamically balance rotating assembly • Assemble • Paint • Install	\$ 14,490.00	\$ 14,490.00
Total				\$ 14,490.00

Comments:

- This quotation does not include any taxes if applicable
- Work to remove and inspect was billed under invoice #13520 and quote 44409Q for \$1,875.00.
- North Jersey Wastewater Cooperative Pricing System Co-Op Contract # B240-5

If you have any questions concerning this quotation, please contact:

Christopher Helling

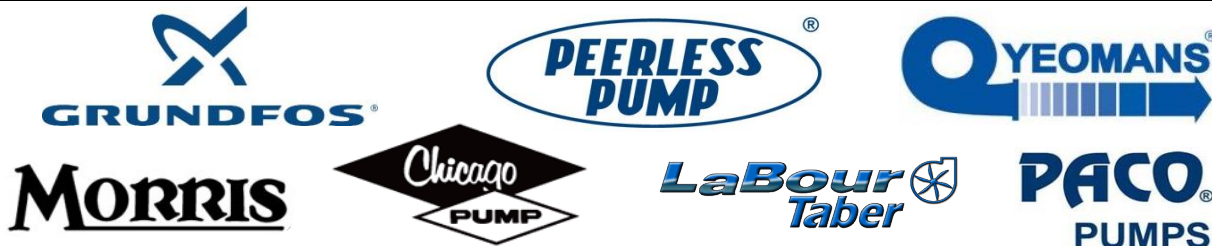
Chris Helling

Project Engineer
chellings@mmc-nj.com

MMC approval *DG*

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:





Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-259

Resolution authorizing the purchase of trash & recycling cans utilizing Recycling Tonnage and Clean Communities Grant funds.



RESOLUTION NO. 2021-259

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

RESOLUTION AUTHORIZING THE PURCHASE OF TRASH AND RECYCLING CANS

WHEREAS, the City has a need to purchase Trash and Recycling Cans; and

WHEREAS, the City has solicited and obtained three quotes from Max-R, Nexterra and Prestwick Limited; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Max-R in an amount of \$33,555.60; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts:

- G-02-43-871-015-213 - \$16,777.80
- G-02-43-934-020-200 - \$16,777.80

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 trash and recycling cans in the amount of \$16,777.80 and a copy of this Resolution shall be provided to the City Manager, CFO, Superintendent of Public Works and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-259 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 26th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



QUOTE: 27008 - More Units (157812)

Account Name City of Asbury Park Contact Name Robert Bianchini Phone 732-775-0900 Email robert.bianchini@cityofasburypark.com		Ship Via - Terms Net 30 PO Number - Tracking Email -		Rep 7GOV1 Created By Ryn Soper Created Date 5/13/21 Expiration Date 6/12/21	
Bill To: gale.brown@cityofasburypark.com City of Asbury Park 9 Main Street Asbury, New Jersey 07712 United States		Ship To: City of Asbury Park 9 Main St Asbury, New Jersey 07712 United States		Shipping Contact Information: Full Name Robert Bianchini Phone Number 732-775-0900	

Qty.	Product	Short Description – Full details outlined on product spec sheets when applicable	Unit Price	Line Total
36	SLAT WASTE	[X-66563] CUSTOM SLAT WASTE RECYCLING OID TO HAVE RECYCLE SYMBOLS ON LEFT AND RIGHT OF TEXT	\$531.00	\$19,116.00
36	SLAT WASTE	[X-66564] CUSTOM SLAT WASTE TRASH OID TO HAVE WASTEMAN SYMBOLS ON LEFT AND RIGHT OF OID	\$531.00	\$19,116.00
Subtotal				\$38,232.00
MR-Disc		CUSTOMER DISCOUNT (CONTINGENT ON MEETING THE PAYMENT TERMS)		-\$7,646.40
S/H		SHIPPING & HANDLING - **ADDITIONAL SERVICES AVAILABLE UPON REQUEST (CHARGES MAY APPLY)**		\$2,970.00
Grand Total				\$33,555.60

Per US tax law, we're required to collect sales tax in the majority of states. If applicable, sales tax will be applied upon invoice.

My signature on this quote verifies that I have approved this order
and all information is accurate

SIGNATURE

DATE

Company Address

W248N5499 Executive Drive
Sussex, Wisconsin 53089
USA

Phone

(800) 505-7926

Organization (Fax)

888-868-7184



Spec Sheet For Slat Waste X-66563

City of Asbury Park | Qty: 36 | \$531.00 Each | \$19,116.00 Total

Custom Request: RECYCLING OID TO HAVE RECYCLE SYMBOLS ON LEFT AND RIGHT OF TEXT

Construction	Material	Capacity	Mounting Style	Top Style
Riveted	Recycled Plastic	35	Free Standing	Flat
Product Tag	Pointed Slat Option	Slat Color	Top Color	Secure Lid
Max R	Yes	Blue	Black	Included

Section 1

Top Opening ID: Text	Custom "RECYCLING"
Top Opening ID: Type - Color	Overlaid - Text With Border - White / Black
Restrictive Opening	Circle
Restrictive Opening Size	Max Size



Spec Sheet For Slat Waste X-66564

City of Asbury Park | Qty: 36 | \$531.00 Each | \$19,116.00 Total

Custom Request: TRASH OID TO HAVE WASTEMAN SYMBOLS ON LEFT AND RIGHT OF OID

Construction	Material	Capacity	Mounting Style	Top Style
Riveted	Recycled Plastic	35	Free Standing	Flat
Product Tag	Pointed Slat Option	Slat Color	Top Color	Secure Lid
Max R	Yes	Black	Black	Included

Section 1

Top Opening ID: Text	Trash
Top Opening ID: Type - Color	Overlaid - Text With Border - White / Black
Restrictive Opening	Circle
Restrictive Opening Size	Max Size

Attachment: QUOTES FOR TRASH & RECYCLING CANS (2021-259 : Authorizing the Purchase of Trash



ESTIMATE

DATE ESTIMATE #

5/13/2021 100237

NAME / ADDRESS

City of Asbury Park
9 Main Street
Asbury, New Jersey 07712
United States

		TERMS	REP	SM-REF-TAKEN
		Net 30		
QTY	MR ITEM	DESCRIPTION	UNIT PRICE	TOTAL
36	WASTE AND R...	WASTE AND RECYCLING UNIT 35 GALLON ROUND	565.00	20,340.00T
36	WASTE AND R...	WASTE AND RECYCLING UNIT 35 GALLON ROUND	565.00	20,340.00T
	NXT-D-Disc.	DISCOUNT	-2,500.00	-2,500.00
	S/H	SHIPPING & HANDLING	3,250.00	3,250.00T
		Tax Exempt	0.00	0.00

ALL NEW ACCOUNTS UNDER \$1000 AND INTERNATIONAL ACCOUNTS MUST PREPAY 100%. NEW ACCOUNTS OVER \$1000 AND EXISTING ACCOUNTS OVER \$2000, A 50% PREPAYMENT IS REQUIRED.

TOTAL \$41,430.00

My signature on this estimate verifies that I have approved this order and I understand it will be processed for production.

SIGNATURE _____

DATE _____

Attachment: QUOTES FOR TRASH & RECYCLING CANS (2021-259 : Authorizing the Purchase of Trash and Recycling Cans)

PRESTWICK LIMITED**ESTIMATE**

DATE ESTIMATE #

5/13/2021 652355

NAME / ADDRESS

City of Asbury Park
9 Main Street
Asbury, New Jersey 07712
United States

Ship To

City of Asbury Park
9 Main St
Asbury, New Jersey 07712
United States

		REP	SM-REF-TAKEN	
QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
36	WASTE RECYC...	ROUND 35 GALLON UNIT	575.00	20,700.00T
36	WASTE RECYC...	ROUND 35 GALLON UNIT	575.00	20,700.00T
	S/H	SHIPPING & HANDLING	3,400.00	3,400.00T
		Tax Exempt	0.00	0.00

100% PREPAY IS REQUIRED ON ALL NEW ACCOUNTS AND INTERNATIONAL ACCOUNTS.
50% PREPAY IS REQUIRED ON EXISTING ACCOUNTS OVER \$2000.
PROGRESS BILLING IS REQUIRED ON ORDERS OVER \$20,000

TOTAL \$44,800.00

Attachment: QUOTES FOR TRASH & RECYCLING CANS (2021-259 : Authorizing the Purchase of Trash and RecyclingCans)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-260

Resolution approving change order #1 for Asbury & Ridge traffic signal improvements in the amount of \$0.00



RESOLUTION NO. 2021-260

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

RESOLUTION APPROVING CHANGE ORDER #1 FOR ASBURY & RIDGE AVENUE TRAFFIC SIGNAL IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to J.C. Contracting Inc. on March 24, 2021 for Asbury & Ridge Ave Traffic Signal Improvements via Resolution #2021-161; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three hundred fifteen thousand four hundred and forty-four dollars (\$315,440.00); and

WHEREAS, the City Engineer is requesting Change Order #1 in the amount of \$0.00; and

WHEREAS, Change Order # 1 reflects adjustment made to as-built quantities; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-903-000-902 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Monmouth and State of New Jersey that this Change Order #1 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 1 on behalf of the Governing Body.

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, J.C. Contracting, Inc., City Engineer and City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-260 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 26th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00771

CHANGE ORDER NO. 1

DATE: May 17, 2021

PROJECT: Asbury and Ridge Avenue Traffic Signal Improvements

OWNER: City of Asbury Park

CONTRACTOR: J.C. Contracting, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Items 1 and 43 are reduced to reflect current as-built quantities.

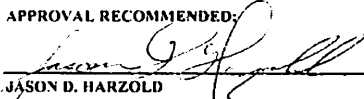
EXTRA:

Item 12 is increased to reflect current as-built quantity.

SUPPLEMENTARY:

S-1 1-1/2" PVC Conduit for City Police Cameras

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
J.C. Contracting, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$9,320.00
B. TOTAL EXTRAS THIS C.O.	\$7,400.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$1,920.00	XXXXXXXXXX
TOTALS THIS C.O.	\$9,320.00	\$9,320.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$9,320.00	\$9,320.00
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE	\$315,444.00
CHANGE ORDERS TO DATE 0.00%	\$0.00
REVISED CONTRACT PRICE	\$315,444.00

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00771

PROJECT: Asbury and Ridge Avenue Traffic Signal Improvements

OWNER: City of Asbury Park

CONTRACTOR: J.C. Contracting, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1	Police Traffic Directors w/Car (If & Where Directed)	110.00	HRS	\$75.00	\$8,250.00
20	3" Rigid Metallic Conduit	22.00	LF	\$38.00	\$836.00
43	Borrow Topsoil	9.00	CY	\$25.00	\$225.00
44	Fertilizing and Seeding, Type A-3	9.00	SY	\$0.50	\$4.50
45	Straw Mulching	9.00	SY	\$0.50	\$4.50

REDUCTION

A. TOTAL REDUCTIONS

\$9,320.00

9	Concrete Sidewalk, 4" Thick	25.00	SY	\$80.00	\$2,000.00
12	8"x20" Concrete Vertical Curb	90.00	LF	\$60.00	\$5,400.00

EXTRA

B. TOTAL EXTRA

\$7,400.00

S-1	1-1/2" PVC Conduit for City Police Cameras	160.00	LF	\$12.00	\$1,920.00
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SUPPLEMENTARY

C. TOTAL SUPPLEMENTARY

\$1,920.00

Attachment: J.C. CONTRACTING CHANGE ORDER #1 (2021-260 : Change Order #1 for Asbury & Ridge Ave Traffic Signal Improvements)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-261

Resolution awarding a contract for Emergency Medical Billing Services to Revenue Guard Medical Claims Management based upon the following, no-cost to the City (unchanged from 2017) reimbursement rates:

1. \$0.00 to \$250,000.00 seven percent (7%) of the collection
2. \$250,000.00 to \$500,000.00 eight percent (8%) of the collection
3. \$500,000.00 to \$1,000,000.00 ten percent (10%) of the collection
4. \$1,000,001.00 and above twelve percent (12%) of the collection



RESOLUTION NO. 2021-261

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

RESOLUTION AWARDING CONTRACT FOR EMERGENCY MEDICAL SERVICES BILLING

WHEREAS, on May 11, 2021 the Director of Purchasing received and opened bids in response to the Request For Proposals for Emergency Medical Billing Services; and

WHEREAS, two (2) proposals were received from Revenue Guard Medical Claims Management and Air Method Corporation dba Cypheron Healthcare Solution; and

WHEREAS, the bid document specifically stated: “The vendor shall be required to maintain a billing office that is associated with the City's EMS contract that is located within eighty (80) miles from the borders of the City of Asbury Park”; and

WHEREAS, the bid submitted by Air Method Corporation dba Cypheron Healthcare Solution is based out of Las Vegas, NV and does not reference a billing office that is located within eighty (80) miles from the borders of the City of Asbury Park; and

WHEREAS, the bid submitted by Air Methods Corporation has been determined as non-responsive due to the bidder's failure to comply with the City's Specification requiring that the bidder submit a NJ Business Registration Certificate as part of the bid proposal and the requirement that the bidder must submit a listing of references for municipalities in NJ on the forms provided as part of the bid package; and

WHEREAS, it has been determined that Revenue Guard Medical Claims Management has submitted the lowest responsible and responsive bid in accordance with the bid specifications; and

WHEREAS, the City Attorney and Director of Purchasing both recommend an award to Revenue Guard Medical Claims Management based upon the following, no-cost to the City reimbursement rates; and

1. \$0.00 to \$250,000.00 seven percent (7%) of the collection
2. \$250,000.00 to \$500,000.00 eight percent (8%) of the collection
3. \$500,000.00 to \$1,000,000.00 ten percent (10%) of the collection
4. \$1,000,001.00 and above twelve percent (12%) of the collection

WHEREAS, a copy of the Revenue Guard's response shall be attached to this Resolution with the exception of the required HIPPA Risk Analysis Report and the Disaster Recovery & Contingency Plan which is exempt under OPRA as per N.J.S.A. 47:1A-1.1(10); and

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

WHEREAS, the contract shall go into effect June 1, 2021; and

WHEREAS, the contract shall be for two years, terminating on May 31, 2023 with a mutual option for two (2) one (1) year extensions; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for Emergency Management Billing to Revenue Guard as per the outlined terms.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-261 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 26th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

May 11, 2021

Dear Evaluating Committee:

It is Revenue Guard Medical Claims Management's pleasure to provide this Emergency Medical Billing Services proposal to the City of Asbury Park. We're enthusiastic about participating in the RFP because we believe your ambulance revenue may be in jeopardy. How so? Many municipalities have made errors in judgment by not fully taking into consideration a proposed vendor's past performance and historical track record into account when deciding on the best choice as their EMS billing vendor. When it comes to EMS billing, the vendor offering "the lowest percentage, is not necessarily the lowest responsible bidder" and only considering the lowest bid may not be the best approach for determining which vendor will collect the most revenue. We urge you to strongly consider who your next billing vendor will be and if they are the best candidate to successfully secure and maximize your future medical billing revenue?

Revenue Guard is confident that if awarded your contract, we will exceed any expectations that the City of Asbury Park poses. Revenue Guard has been providing EMS claims management and emergency medical third-party billing services and collections successfully for over 15 years and our focus is on ensuring that your current EMS billing performance and revenue are maximized. Our high compliance standards also ensure that your claims and service are able to withstand legal and regulatory scrutiny. Revenue Guard has and will continue to produce more medical billing revenue than any other prospective competitor.

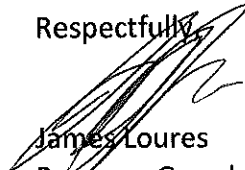
In 2020 we generated over 300,000 claims and collected more than \$100,000,000 million dollars in revenue for more than 75 municipalities and agencies, private providers and Hospitals. We continue to successfully increase "cash per trip" when compared to other companies. **Revenue Guard currently averages a 98% collection rate on all billable trips for our current clients.** As an example, **Revenue Guard currently averages \$350 cash collected per billable trip for our current clients, which is approximately 25% more than other current vendors are collecting.**

Revenue Guard is also the only Third-Party EMS Billing and Collections Company in the State of New Jersey that provides Third Party EMS Medical Billing and Collections Services for area Hospitals. **Revenue Guard is the authorized and trusted Third-Party Billing and collections Company for Robert Wood Johnson/Saint Barnabas Health Care Systems, Atlantic Mobile Health/Atlantic Ambulance and other area Hospitals.**

Based on our current collected average of \$350 cash per billable trip for our current clients we believe Revenue Guard if awarded your contract can potentially increase your billable collections by approximately 25% over other current vendors. This would then make our proposal the lowest overall responsible proposal.

We provide much more than a typical third-party billing service, and we have a firm interest in undertaking the challenges proposed in this request. Please feel free to contact me directly if you have any questions or concerns related to this proposal.

Respectfully,



James Loures

Revenue Guard Medical Claims Management/Coronis Health
Vice President

Proposal Contact Person: Jennifer Aldana
(732) 598-0474 or (866) 762-0900 ext.2321
Jennifer@revenueguard.com

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Executive Summary:

Revenue Guard boasts over 15 years' experience in offering both BLS and ALS Level One and Level Two services directly to Insurance and Medicare Emergency Medical Third-Party Billing and Collections Services. We have collected over 100 million dollars for our EMS entities within the past 12 months. On subsequent pages you will find a list of Revenue Guard's satisfied municipalities and healthcare organizations. A review of our operations, capabilities, and the company's experienced and knowledgeable personnel will support why Revenue Guard is the experts in EMS claims management. In New Jersey, we are pleased to currently provide EMS Revenue Recovery Services to over 75 municipalities and EMS Agencies and 8 hospital-based operations.

Due to our expertise in EMS billing and collections, our services generate more cash than a typical third-party billing vendor. **Revenue Guard current averages a 98% collection rate on all billable trips for our current clients or \$350 cash per billable trip or approximately 25% more than other current vendors.** We use custom made software and we partner with the most elite entities in the healthcare industry. We have long standing relationships with the most prestigious insurance companies and hospitals including **being the authorized billing and collection company for St Barnabas Health Care Systems and Atlantic Ambulance Corp.** Our dedicated set of account management teams are involved with each organization's top-level executives. Revenue Guard's reputation and level of compliance has granted us access to main hospital billing systems, and we have been called upon by CFOs to design and implement procedures that will increase their operation's profit.

Revenue Guard's goal is to utilize the experience we have acquired in the field to ensure that your organization develops and maintains the highest level of efficiency possible. We work together with your organization to solve a problem or leverage an opportunity. Revenue Guard's team is there to help clients resolve conflict, transitions and management dilemmas. Our assignments draw on the EMS industry and its challenges, and we are called upon when specialized expertise is required. Our principal activities include, but are not limited to:

Executive Summary:

Financial EMS Consulting Services

- Cost recovery improvement and financial systems assessment
- Revenue cycle design
- Financial planning and budgeting assistance
- Claim review for Medicare and Medicaid
- Front-end crew documentation training

Operational EMS Consulting Services

- Comprehensive medical transportation program reviews
- Comprehensive strategic and business planning services
- Market research and marketing plan development and implementation
- Efficiency enhancement programs
- Complete medical and operational quality improvement evaluation
- HIPAA Compliance Program development and employee training

EMS Billing Services

Pursuing your cost recovery is our priority. Our billing specialists employ 21st century technology to assure that your claims are processed in a timely manner. Revenue Guard gets the job done right. Here are just a few reasons why you should choose Revenue Guard to be your billing and collection provider:

- Superior customer service
- Wireless interfacing with electronic field data collection devices
- Efficient EMS claims processing implementation
- Monthly customized reporting to clients
- Compliance with HIPAA, Federal and State regulations
- Prompt account follow up
- Electronic and paper billing for claim reimbursement
- Toll-free telephone numbers available for patient inquiries

Executive Summary:

In the beginning of 2011 Revenue Guard upgraded operations by the occupancy of its state-of-the-art secure finance/billing center located at 50 Route 9 North Morganville, NJ 07751. This new center has allowed Revenue Guard the physical space to match the unparalleled growth we have earned during the past several years. Our staff is comprised of over 80 employees, 5 managers and 3 supervisors holding full time status in order to handle the demands of our customers and meet their unique needs and concerns. Steve Loures serves as our CEO, Jim Loures, currently acts as Revenue Guard's Vice President, joined by Stephanie Dall, Director of Finance; Andrea Sigismondi, Director of Information Technologies; Jennifer Aldana, Director of Revenue Cycle Management; Christine Suarez – Loures ESQ, General Counsel Consultant, Sugan Colindres Director of Collections, and Steven Morley Director of Human Resources, Development and Quality Assurance.

Revenue Guard offers their employees a wide and comprehensive range of benefits and employee incentive programs. We believe in taking care of our employees as well as we take care of our clients and we strive to maintain a productive and relax atmosphere that promotes growth, stability, and professional quality. The following are just some of the benefits and incentives we offer our team members:

- Flexible working schedules
- Promotion from within
- Enjoyable office environment: fully equipped staff lounge
- Discounted computer purchase program.
- Employee recognition programs.
- Casual Fridays with lunch provided by the company
- Company sponsored holiday parties.
- Employee Wellness programs: Nutrition Education, Lunch walking activities, employee challenges, employee discounts for gym memberships
- Educational opportunities: billing and collections seminars, computer skills enhancement, management and supervisors conference
- Activities and events such as: BBQ Fridays, Football Friday, International Food Day
- Performance Bonuses

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

QUALIFICATIONS AND EXPERIENCE STATEMENT

Below please find Revenue Guard's comprehensive Emergency Medical Billing Services proposal to the City of Asbury Park, to include:

PROPOSED APPROACH TO SCOPE OF WORK

WE HAVE THE EXPERIENCE. Revenue Guard has been a leader in New Jersey revenue cycle management for over 15 years and since its formation in 2005. We are pleased to currently provide Medical Billing and EMS Revenue Recovery Services to 75 municipalities, EMS agencies and hospital-based operations. In the past 12 months alone, we have collected over \$135,000,000 million for our EMS clients and processed over 350,000 ambulance claims. We are proud to boast a list of satisfied municipalities and healthcare organizations of similar size and scope. Revenue Guard employs 100% U.S. based, certified medical billers and we never outsource to billing or call centers. A review of our operational capabilities and the company's experienced and knowledgeable personnel will evidence and support why Revenue Guard is one of the leading experts in EMS claims management and why we feel uniquely poised to continue as the City of Asbury Park's Emergency Medical Billing Services provider of choice.

WE CAN MAXIMIZE YOUR REVENUE. Revenue Guard excels above our competitors by providing services that generate more revenue for our customers than a typical third-party billing vendor. **Revenue Guard currently averages a 98% collection rate on all billable claims for our current clients as well as an average of \$350 cash collected per billable trip.** We focus on maximization of revenue while maintaining strict compliance. With typically increase our public/private sector clients' revenue by 20% - 25%. We have even assisted one of our public sector clients' move their revenue from \$1.25 million to over \$4 million over 5 years on the same annual transport volume. The primary metric we focus on is average revenue per billing event. We monitor this based on our customer's history and on our performance. We track this on a monthly basis and our billing teams work diligently to constantly improve performance. We are confident that should the City of Asbury Park select Revenue Guard to continue as your Emergency Medical billing service provider, you could expect to experience increased collection rates per transport.

WE REGULARLY PROVIDE CONSULTING ON REIMBURSEMENT AND CHARGE MASTER RATES. Revenue Guard works closely with each of our clients to assist them with optimizing their chargemaster rates to insure they are charging the maximum fees acceptable for their geographic zone. On an annual basis, we consult with clients to establish a review of their chargemaster as it compares to peer operations and to optimize insurance carrier reimbursements. We also assist our emergency EMS clients to negotiate in-network agreements with insurance carriers as deemed expedient. It is not unusual to discover that our clients often fail to analyze their rates on a consistent basis, causing them to charge rated under the UCR rates their peers are charging. We place a major focus in monitoring average revenue per transport and we work diligently to improve upon top line gross revenue.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

WE MONITOR INDUSTRY ISSUES. Revenue Guard prides itself on being at the forefront of information when it comes to industry trends and developments. We monitor changes in regulations and closely watch for any circumstances that may affect ambulance billing services, to include changes in rates of Medicare and Medicaid reimbursement and reporting requirements. We have an internal legal team and also work with expert outside legal counsel to ensure full compliance with changes that may arise. We also communicate any such changes to our clients, and insure everyone adapts procedures necessary to conform to new regulations. We also offer, as part of our reimbursement rate, consulting services and recommendations to assist clients to meet industry best practices and improve revenue generation, customer service and all other key areas of performance.

WE USE A HIGHLY SECURE CLOUD DATA STORAGE PLATFORM. The billing software utilized by Revenue Guard employs Dimension Data Managed Cloud Platform to ensure that our client's data is stored behind a multi-layer security system. The system performs 24x7 security monitoring, ensuring all systems are protected by multiple layers of security including intrusion prevention and denial of service protection. Penetration tests are also performed against the system by external testing firms to ensure that there are no remotely exploitable vulnerabilities. The cloud network is a physical layer-2 VLAN created as a security context on a Cisco switch infrastructure. Lastly, the cloud storage platform is regularly audited for compliance with SSAE-16 and European Safe Harbour requirements. In short, Revenue Guard represents that your data is secure with us.

WE UTILIZE STATE-OF-THE-ART TECHNOLOGY FOR ALL ELECTRONIC INTERFACE. Revenue Guard currently interfaces with all EMS ePCR companies, to include EMS Charts, ESO, Safety Pad, Image Trend, Zoll, Emergency Reporting, Firehouse Software and others. We utilize customized dashboards to interface directly with clients, which would allow the City of Asbury Park the real time opportunity to monitor performance and review A/R status reports.

WE ARE EXPERTS IN MEDICAL CODING, DIAGNOSIS, AND MEDICAL NECESSITY. Revenue Guard employs only CAC's (Certified Ambulance Coders) for our billing staff. Additionally, our Director of Revenue Cycle Management is certified in CACO (Certified Ambulance Compliance Officer) and CAPO (Certified Ambulance Privacy Officer). We also have an internal Medical Necessity Audit team that reviews all Medicare claims prior to submission ensuring full compliance with CMS regulations. Our billers are experts in managing EPCR claims as stored in our database and they perform all medical diagnostic coding using ICD-10 coding and CPT coding. We also have the ability to manually enter a PCR into our database in the event an EPCR is unable to be uploaded electronically.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

WE MAINTAIN HIGH HIPAA COMPLIANCE STANDARDS. Revenue Guard takes HIPAA Compliance extremely seriously. We have established a comprehensive employee training program as an essential step toward achieving HIPAA compliance. We focus on wide-ranging yearly HIPAA training seminars as well as abbreviated monthly HIPAA reminder meetings to keep employees informed of security risks and threats to PHI and ePHI. Our HIPAA Privacy and Security Officer works hand in hand with both our Human Resources and IT Departments to develop training programs that instruct employees on how to avoid breaches in compliance and maintain common security safeguards. Training is maintained on a regular basis and includes orientation sessions for new employees as needed.

WE ABIDE BY THE HIGHEST ETHICAL AND COMPLIANCE STANDARDS IN THE INDUSTRY. When it comes to integrity and compliance, Revenue Guard never accepts compromise. While our collectors work hard each day for our customers, it is imperative that they maintain the highest standard of legal ethics and conduct when it comes to the collection of debt and communications with debtors with respect to that debt. When dealing protected data during collections, Revenue Guard strictly follows their HIPAA Policies and Procedures to ensure no PHI or ePHI is ever compromised. Should Revenue Guard be awarded this contract, we represent that we will strictly comply with all legal requirements and codes of conduct with respect to collection of debts and communication with debtors made or issued by any governmental agency in any jurisdiction, to include but not limited to:

- Fair Debt Collection Practices Act overseen by the New Jersey Department of Community Affairs
- Consumer Credit Protection Act

WE EXCEL AT CUSTOMER SERVICE VIA A RELIABLE AND SECURE PHONE SYSTEM. Revenue Guard employs the most reliable VoIP phone system available to ensure that both clients and patients will always be able to contact us. With datacenter redundancy, failover, disaster recovery and virtual PBX (Private Branch Exchange), we assure our customers that our call center is always up and running. Along with this reliability comes added security. When it comes to your voice and message data, Revenue Guard has insured that advanced encryption techniques have been installed throughout our phone system that fully prevent unauthorized access to secure transfers and connections.

WE EMPHASIZE QUALITY ASSURANCE AND CONTINUOUS TRAINING. Quality Assurance and training is another intense focus of our upper management team. We continuously work to measure and improve our internal quality metrics and meet with staff members regularly to notify and make improvements as necessary. Revenue Guard also provides training to our customers at no cost. We offer billing educational programs, front-end crew documentation training, HIPAA compliance training, EMS practice management, Medicaid and Medicare medical necessity requirements training, operational and clinical advice as well as public relations training. All these training programs would be made available to the City of Asbury Park staff as needed and requested.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

CLIENT RELATIONSHIP AND TRANSITION. The staff at Revenue Guard takes pride in developing close working relationships with all our clients and should we have the privilege of being awarded the City of Asbury Park contract, we anticipate working with the City to ensure an orderly transition to Revenue Guard. We envision fostering a professional relationship that continues long after the initial implementation as we work hard to gain the trust of the City of Asbury Park.

CAPACITY TO PERFORM SERVICES

WE HAVE A STREAMLINED AND EFFICIENT ELECTRONIC CLAIMS PROCESSING MODEL. With decades of experience in ambulance billing services, Revenue Guard's upper management has developed a proprietary and streamlined claims processing model that efficiently and effectively manages hundreds of thousands of medical claims for our customers. For example, with only 85 employees, we process 350,000 claims per year. The difference is our efficiency and drive. We work hard for clients. A brief overview of our EMS claims processing model is as follows:

- Pre-Billing Function: We begin with a robust pre-billing function that makes sure we get the correct insurance information to create an initial clean claim the first time around. When insurance isn't provided by the patient, we investigate and exhaust all measures to find insurance information whenever possible. 85% of the time, our highly skilled pre-billers find missing insurance information, allowing a clean claim to be sent out as quickly as possible. Traditionally when the patient doesn't provide insurance information, the provider sends out an RFI (Request for Information) and invoice to the patient then awaits a response, which creates weeks of delay in sending out a clean claim. Revenue Guard is different. We hustle for our clients to find the insurance on our own using available databases that enable us to send out clean claims quickly and efficiently.
- Signatures: We ensure all proper signatures are obtained as required by CMS as well as independent insurance carriers.
- Coding: Our Certified Ambulance Coders ensure all claims are properly reviewed and coded with the appropriate ICD-10 codes for each diagnosis.
- Technology: We use a dedicated dashboard for each client that allows them to constantly monitor our performance in real-time.
- Training: We train our staff as well as client staff in industry trends and compliance issues.
- Collections: Our focus on optimizing per transport revenue is the single most important function Revenue Guard employs for our clients. Our collectors search for primary and secondary insurance and communicate regularly with patients to assist them in receiving the insurance benefits they have paid for and deserve.
- Compliance: We promote a culture of strict compliance with CMS, HIPAA, Office of Inspector General and Medical Necessity as well as reducing RAC Audit Liability.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

VERIFICATION / PRE-BILLING:

At Revenue Guard, each claim is evaluated by a pre-billing staff for completion and accuracy. All patient and insurance information are verified prior to data entry to decrease claim rejection. All mandatory provider information is checked for completion to assure that the claim is ready to be submitted. 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. Procedure steps as follows:

Upon receipt of the patient information, Revenue Guard shall utilize standard skip tracing techniques to verify the authenticity of the patient's demographics and whether he/ she has provided a release to obtain medical and insurance information. The release to obtain medical and insurance information will be verified by the signature of the patient on the PCR, signature of a department employee confirming patient's approval, or signature of the patient's relative. The signature signifies the release of medical information required for billing. If applicable, the signature is included on the database provided by the department.

Skip tracing and/or information acquisition shall utilize standard review procedures including but not limited to:

- ◆ Direct access to local hospitals
- ◆ Passport Health Communications Inc.
- ◆ Direct access to computerized databases of major HMO companies and hospitals
- ◆ Choice Point Person Locator/ Reverse Directory through search engines and other patient locator websites.
- ◆ Revenue Guard's current patient database (CentralSquare Technologies)

The information is generally furnished on the EMS Billing Information Sheet and is attached to the copy of the PCR or E-PCR. Some hospitals also furnish this information in computerized format. Due to Revenue Guard's high standards of work and ethics, many relationships have been established affording our organization direct access to the main billing systems of major hospitals and entities. These features enable us to ensure the verification of gathered information, as well as a venue for the retrieval of pertinent information required in the billing process.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

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). For all eligible patient claims, Revenue Guard shall generate a claim for payment in the form of one of the following formats:

- ◆ A Medicare claim in either an NSF or ANSI electronic format, as applicable;
- ◆ An invoice for a claim to the primary insurance company. At the sole option of the insurance company, claim can be issued in other formats such e-mail, batch tapes, or disc.
- ◆ An invoice to the patient or responsible party.

PCRs without the required medical release signature are not released to Medicare or the insurance company. Such claims shall be forwarded directly to the patient or provider to obtain the required signature(s).

INVOICE SUBMISSION:

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 regulation. We offer our clients HIPAA rules and regulations training for privacy and security. 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 claim 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.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

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 necessary to Medicare with all required supporting documentation. The claims shall clearly indicate the determination status. **Revenue Guard has successfully billed over 140,000 Medicare claims last year alone.**

INSURANCE CLAIMS INCLUDING MEDICARE AND MEDICAID HMO'S:

Revenue Guard shall generate an insurance claim in either an invoice format (currently HCFA 1500 form) or electronic format upon receipt of patient approval and notice of the appropriate primary carrier. Revenue Guard shall provide 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 medically not necessary to the insurance carriers with all required supporting documentation.

After verification of receipt of payment from primary insurance carrier, Revenue Guard shall determine if there is a secondary carrier for the patient. If a second carrier exists, Revenue Guard shall generate an insurance claim to the second carrier. In addition to providing all standard insurance company claim information, Revenue Guard shall furnish proof of payment from the primary carrier. Proof of payment generally consists of statement from the insurance carrier or a facsimile check. The balance of any revenue, deductibles, or the co-payment fee due after receipt of payment by the insurance carrier are billed to the patient or written off according to client policies. Revenue Guard shall not directly bill any patients that are known to be covered by Medicaid (except for Medicaid HMOs).

AUTO ACCIDENT CLAIMS:

Revenue Guard makes every effort in obtaining auto insurance information by either contacting the patient or obtaining a police report. When Revenue Guard bills an auto accident claim in which the patient is not the responsible party, the patient is obligated to file a claim under their own auto policy, or as PER specific state No-Fault guidelines. Revenue Guard will follow up with these insurance companies or the patient in the event of delayed claim filing.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

OUR COLLECTIONS PROCESS

WE AGGRESSIVELY MANAGE YOUR ACCOUNTS RECEIVABLE. Revenue Guard has a strong philosophy of taking an aggressive approach towards EMS Accounts Receivable collections. We work with insurers to insure you receive the maximum reimbursement allowed under each policy. We also work hard to exhaust secondary and co-insurance payment all the while taking a compassionate approach towards the patients. We develop cordial relationships with patients as they are sometimes needed in the collection process when outstanding balances are due from insurance carriers. We also operate a denials department that appeals all denied claims, refusing to rest until they are fully paid. When necessary, Revenue Guard is prepared to file complaints with various State Department of Banking and Insurance agencies when insurers fail to process claims properly. Sending claims to third-party collections agencies, although necessary, would expose the City of Asbury Park to higher collection rates. Revenue Guard works extremely hard to avoid write offs to assist with maximizing per event revenue for our clients.

Correspondence and denials from insurance companies received in regular mail are separated by insurance and worked by collectors. Thirty (30) days after a call is entered into the system, calls are then made to the insurance company for the status of the payment on the claim. If there is a denial on the claim there is a request to have the claim reprocessed for payment. Appeals are written to insurance on behalf of the patients to obtain payment. As an incentive to increase cash flow we will offer discounts to patients who pay within 10 days. We also offer patients the option of payment plans. Aging reports are reviewed by manager for consistency. Revenue Guard reviews all criteria before sending claims out to an outside collection agency. In general, accounts that go to collection are grouped into non-residents that don't pay, nor respond to insurance requests over a specified period of time outlined below.

1. Insurance inquiry/Bill sent to patient
2. 25 Days later a second request is sent to patient
3. 25 Days after the 2nd past due notice is sent to the patient
4. 10 Days later a pre-collection letter is sent to the patient
5. 20 Days later the claim is reviewed by the Collections Manager, and as deemed appropriate, sent to an outside collection agency.

In addition, all patients who receive money directly from their insurance company and fail to turn it over to Revenue Guard are also turned to an outside collection agency.

During this process multiple attempts are made to contact patient and research address insurance information. The process normally takes 80 days, but can be shorter or longer depending on any information incurred during the cycle. When receiving notices from estates and/or bankruptcies, Revenue Guard will treat the bill as a write-off. Cases dealing with requests for hardship status are reviewed individually and judged accordingly.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Even after payment has been received on accounts that have been turned over to the collection agency, Revenue Guard will work with the agency to process payment of bills and/or submit these to the insurance companies on behalf of the agency/ patient should it be determined that the patient is eligible for benefits under the insurance.

Revenue Guard concentrates on exhausting every possible avenue of collection before turning these accounts to collection agencies; we understand profit is lost when such methods are consistently employed. However, Revenue Guard will consult with the City of Asbury Park and establish guidelines as to when this approach will be used and to what extent.

CUSTOM INVOICES

Revenue Guard is capable of customizing patient invoices to meet the needs of the City of Asbury Park. These invoices can be designed and redesigned with ease.

REPORTING

Revenue Guard understands the importance of being able to generate reports and the significance in interpreting these to maximize your revenue. Reporting financial data accurately is a business priority for an ever-increasing percentage of EMS companies, particularly in the complex and fast-paced industry. We are aware that the function of these generators is to pull up any field from any record in order to show it as a data item on a report. Revenue Guard has the level of customization in their financial and revenue management reporting that your organization requires. We can provide any type of statement that is useful to communicate the activities performed. We provide true customization, enabling your Agency to view financial data according to the precise criteria you set. Not only does our reporting software come with a host of standardized reports, it also enables you to customize them. Following are samples of our standard reports, and customized patient data reports, as well as additional ones that you will find helpful as well as informative.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Revenue Guard will provide the City of Asbury Park with an extensive library of report options listed below as well as any requested customized reports. These reports are deliverable in the time frames and format deemed acceptable to each individual client.

Available reports include, but are not limited to, the following:

Monthly Reports:

- ⇒ Open Accounts Report
- ⇒ Closed Accounts Reports
- ⇒ Patient Summary Reports
- ⇒ Billing Receivables Reports
- ⇒ Collection Reports
- ⇒ Quarterly Trip Statistics
- ⇒ Contractor Reports
- ⇒ Medicare/ Medicaid Reports

Miscellaneous Reports:

- > Insurance, medical and/or commercial with company names
- > Medicare payments
- > Individual payments
- > Source of any other payments

CUSTOMER SERVICE

Revenue Guard's staffing levels are sufficient to accommodate the anticipated call volume of the City of Asbury Park with the over 80 members of the billing and collection department. Our staff is divided into three categories (Primary Billing Staff, Primary Backup Billing staff, and Secondary Backup Billing and Collections) in order to manage and support the services required by each department. Our billing system is fully integrated with EMS Charts, ESO, Safety Pad, Image Trend, Zoll, Emergency Reporting, Firehouse Software and others to facilitate expedient claims processing. A brief description of our staffing requirements and training is included below as an outline of Revenue Guard's criteria. Over 75 municipalities, Hospital-based billing operations, and General Transport Ambulance Service is supported and assisted by Revenue Guard's staff.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

RECRUITING / TRAINING

Revenue Guard routinely recruits new staff members through local nursing schools, First Aid and Rescue Squads, and vocational schools offering Medical Billing and Coding courses. Potential applicants meeting our hiring requirements are screened for medical terminology knowledge, data entry accuracy, and interpretation of sample E- PCRs to evaluate their ability to translate the E-PCR into a completed claim. Should the applicant demonstrate suitable proficiency in all areas, they are approved for training.

Revenue Guard requires that all new employees have a minimum of two years relevant experience in medical billing, collections, or insurance claims processing, or have successfully completed an approved Medical Billing and Coding program. A suitable background of three or more years in direct patient care (preferably EMS) experience with strong medical terminology knowledge may be substituted for entry level positions. All employees are subject to a mandatory training period of no less than 80 hours regardless of experience. A minimum probationary period of 30 days for experienced staff, 90 days for entry level staff, under direct supervision of senior staff, enables us to ensure that all permanent staff members have demonstrated satisfactory knowledge and expertise to provide efficient, effective claims management skills. During this time, applicants are granted limited access rights to network information at read and write only levels. Should an applicant fail to achieve expected levels of competency throughout the training or probationary period, they will be terminated. Such applicants will not be permitted to re-apply for a period of no less than one year.

Permanent employees receive training updates on a regular basis to ensure that they are thoroughly knowledgeable in all areas of claims management. All personnel involved in claims management procedures are routinely audited and evaluated by supervisory personnel to ensure proper claims handling at all levels. Billing staff receive additional billing/coding training specific to the ambulance industry with focus on Medicare standards of documentation for medical necessity regarding emergent ambulance transports. Additionally, all employees, regardless of department, receive annual HIPAA compliance training.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

DETAILED EXPERIENCE IN COMPENSATION CONSULTING SOLUTIONS

Revenue Guard's compensation consulting and charge rate services and solutions have a proven track record of increasing revenue and keeping our clients up to date.

We provide City Managers, Hospital CFO's, EMS Directors, Fire Chiefs and others yearly charge rate guidance. We update all our customers in December for possible changes in the upcoming year. Due to our ambulance industry experience, we are uniquely qualified to provide pinpoint real time data and nationwide ambulance industry compensation and charge trends. We quantify our recommendations with statistics. Our goal is to ensure that your organization develops and maintains the highest level of cash flow and legal compliance. We will accurately suggest the most appropriate charge rate for the Borough of Belmar Emergency Medical third-party Billing and Collections and Services.

Other Compensation Consulting Solutions include:

- Cost recovery improvement check and comprehensive PCR reviews for revenue documentation.
- Pre-Billing review for all trips prior to submission with Insurance verification to avoid timely filing and denials.
- QA trending for non-compliant field documentation and applicable re-training.
- Medicare and Medicaid appeals process.
- HIPAA privacy signature check.
- Assignment of Benefits release signature mailing.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

TECHNICAL RESOURCES AND SOLUTIONS

COMPUTER HARDWARE AND SOFTWARE

Revenue Guard uses CentralSquare Technologies Respond Billing platform, an on-line database for ambulance billing services that is HIPAA and Nemsis Gold Compliant. This software was created exclusively for EMS billing to provide an all-in-one solution for all phases of the process from start to finish. The software can also integrate with other CAD and EPCR systems for maximum adaptability. CentralSquare Technologies Respond Billing features include ePCR import via Nemsis or a proprietary ASCII format, insurance eligibility verification, electronic and paper insurance claims, patient invoices and dunning notices, credit posting, claims status reports, and customized financial provider reports. Additionally, the online software is housed in a Tier IV data center, ensuring maximum uptime, connectivity, and data protection.

Maintaining steady reimbursement for services provided is the key for all ambulance/medical transport services. Without a reliable, up-to-date ambulance billing software system, seemingly ever-changing rules and forms can make timely reimbursement difficult to achieve. Revenue Guard utilizes Respond Billing due to its' recognized status as the industry leading ambulance billing software for reimbursement and collections. It offers a wide range of modules and detailed reporting options, and Respond Billing optimizes the billing process, improves payer intelligence, and ultimately increases our client's revenue. With these proper tools in place, Revenue Guard's automated and streamlined process allows our staff to focus on critical tasks to service our clients with excellence.

Revenue Guard's Respond Ambulance Billing information system includes:

- ⇒ "Real time," interactive information on all transactions. We will post all data immediately (rather than in batches)
- ⇒ The ability to process partial payments
- ⇒ The ability to process any time of payment adjustments, i.e. returned checks and refunds

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Revenue Guard will also provide the City of Asbury Park with:

- Monitoring and auditing capabilities
- Customized Reports utilizing current data
- The ability to generate ad hoc reports and correspondence
- The ability to electronically transmit all EPCR information to and from Revenue Guard
- The ability to complete Health Department-required EPCRs and other required information using hand-held devices in each ambulance.

Access to Revenue Guard's database will always require a password-protected log-on procedure. Every user that accesses Revenue Guard's database is mandatorily required to have a unique user identification (ID) and password. Revenue Guard assures all our clients that only those employees specifically assigned to perform billing and debt collection services for the City may be allowed access to the database of records to access patient accounts. Revenue Guard will ensure that any ability to edit database information will also be restricted to individuals designated by Revenue Guard and the City. Revenue Guard will restrict access using the same system of IDs and passwords described above. Revenue Guard also represents that we will purge data from live information system and stored on CD-ROM based on age as determined by the City.

Interface

Revenue Guard currently interfaces with all EMS EPCR companies, to include EMSCharts, Image Trend, ESO, Safety Pad, Zoll, Emergency Reporting, Firehouse Software and others. We utilize customized dashboards to interface directly with clients, which would allow the City the real time opportunity to monitor performance and review A/R status reports.

Our billing software has the capability to configure billing export and import setup with many software vendors.

REVENUE GUARD

EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

TRANSITION PLAN

The staff at Revenue Guard takes pride in developing close working relationships with all our clients and should we have the privilege of being awarded the City of Asbury Park contract, we anticipate working with the City to effectively and efficiently our Emergency Medical Billing services.

The Transition Plan would include:

- Providing a staff member on-site as necessary to ensure effective initial training and start-up requirements
- Make recommendations to increase the Cities's EMS revenue generating capability
- Assist city with deposits set up so payment deposits are directly placed in a special account
- Implementing HIPAA policies and procedures to insure PHI and ePHI security
- Establishing a responsive Customer Service department / call intake center
- Providing educational training to designated Town staff
- Provide a complete listing and description of all necessary EMT recorded information needed for a proper billing incident report
- Effective techniques on dealing with denials and appeals
- Training on the importance of internal Medical Necessity safeguards for Medicare claims submission to avoid the risk of a RAC audit

Revenue Guard envisions fostering a professional relationship that continues long through both the initial contract as well as any new contract as we work hard to gain the ongoing trust of the City of Asbury Park.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

STAFFING:

In early 2011 Revenue Guard upgraded its operations by the occupancy of its state-of-the-art secure finance/billing center at its current location in Morganville, New Jersey, which lies approximately 25 miles from Asbury Park, NJ. This customized and highly secure center has allowed Revenue Guard the physical space to match the unparalleled growth we have experienced during the past few years. Our staff over the past 3 years is comprised of over 80 employees, 5 managers and 3 supervisors holding full time status in order to handle the demands of our customers and meet their unique needs and concerns. Revenue Guard's Executive Staff assigned with overseeing our EMS/Fire Division is comprised of leading EMS billing, revenue cycle recovery and EMS industry professionals that supervise every aspect of the business. Key Executive Staff include:

JAMES LOURES, a Revenue Guard founder and Vice President of the organization, previously owned and operated a 160-vehicle emergency ambulance system named "MultiCare" from 1984 to 2002. It operated in the states of New York, New Jersey, and Pennsylvania. In New York, they owned and operated a five-borough license (Keefe & Keefe) which was one of the first licensed ambulance services in 5 boroughs dating back to the 1930s. In 2002 he sold the business to a national provider Rural- Metro. At which time Revenue-Guard started its operation. Mr. Loures was also a former member of the New York Stock Exchange and held a position as the former CFO for the Medical Transportation Association of New Jersey. James studied economics and business management at Montclair State University and Rutgers University. He is Series 7, ROP Certified with the Securities and Exchange Commission. He is also a founder of Missions Beyond Borders, a Christian 501(C)(3) that performs humanitarian work in Haiti, Nicaragua, and Cuba. He is 61 years old.

STEVEN LOURES, is the second of Revenue Guard's two founders and the current President / CEO. He previously owned and operated a 160-vehicle emergency ambulance system named "MultiCare" from 1984 to 2002. It operated in the states of New York, New Jersey, and Pennsylvania. In New York they owned and operated a five-borough license (Keefe & Keefe) which was one of the first licensed ambulance services in the 5-borough dating back to the 1930's. In 2002, the business was sold to a national provider, Rural-Metro. From 2001-2007 Mr. Loures was the Vice-President of Rural-Metro, the country's largest private EMS service based in Scottsdale, Arizona serving as V.P. of Northeast Operations where he was responsible for the New York, New Jersey and Pennsylvania operations with an annual budget of \$127 million. His position there required him to handle all financial analysis and AR management oversight for EMS client's operations. He was required to review all accounts to maximize provider revenue and increase client cash-per-trip figures in both the EMS ambulance and fire service billing divisions. Mr. Loures was also a certified New Jersey paramedic and Member of the American Ambulance Association. He is also a commercial air ambulance pilot and a graduate of Embry Riddle University in Daytona Beach Florida. He is 55 years old.

STAFFING:

STEPHANIE DALL, Chief Financial Officer of Revenue Guard, has over 20 years' experience with public and privately held corporations in the EMS industry. Stephanie is experienced in Sarbanes-Oxley accounting standards and AR financial analysis. Her current responsibilities include managing SAS 70 accounting controls and compliance, IT commercial functions of new clients as well as financial reporting, and revenue analysis for clients. Stephanie provides financial and management as well as EMS metric reporting to our clients and oversees the day-to-day accounting and posting functions. She is also responsible to keep open communications with our clients as it pertains to their cash and revenue expectations and projections. Stephanie holds a Bachelor's of Science from Rutgers University in Accounting and Finance. She is 51 years old.

JENNIFER ALDANA. Jennifer serves as the Director of Revenue Cycle Management at Revenue Guard. She has over 18 years' experience exclusively dedicated to ambulance revenue cycle billing and collections for public and private operations. Jennifer's responsibilities at Revenue-Guard include coordinating all functions related to pre-billing and claims processing for our clients. She ensures compliance with state and federal laws and regulations for managed-care payers and maintains ongoing knowledge of CMS rules and regulations. Jennifer has a proven record of maximizing revenue while limiting EMS denials. She is a CAC-certified Ambulance Coder and a CADS-certified Ambulance documentation specialist. She also performs documentation and medical necessity training for all Revenue Guard clients and facilitates identification of issues and solutions by team members and monitors billing processes to determine revenue improvement opportunities. Jennifer studied Business Administration at Pace University in New York. She is 35 years old.

SUGEN COLINDRES serves as the Director of Collections for Revenue Guard. Sugén has over 10 years of experience in the medical claim's management process, with a dedicated focus in the ambulance revenue cycle for the last 8 years. Sugén's responsibilities consist of developing strategic plans to reduce outstanding aging reports for claims while establishing policies and procedures that meet our companies' standards. Sugén ensures that her staff is educated in the ever-changing insurance policies by providing constant training and staff development. Her vision for the department is to continuously lead by developing an enthusiastic work environment and inspiring her team to achieve their potential and highest level of performance. Her continued goal is to design and implement processes to improve cash flow by efficiently appealing claims denials and monitoring cash flow. She is a CAC-certified Ambulance Coder. Sugén studied Biology at Douglass College, Rutgers University. She is 39 years old.

STAFFING:

ANDREA SIGISMONDI is Chief Information Officer for Revenue Guard. She has over 28 years of experience in the EMS industry. She is responsible for all network hardware, software, security and infrastructure. She also has extensive experience with ambulance regulations in New York, New Jersey, and Pennsylvania. She defines updates and implements IT strategy. Andrea manages IT security across the enterprise and aligns our IT team with performance objectives. She defines metrics based on overall business objectives within our client EMS operations. She maintains all software/hardware needs, selects managers and controls IT providers. She oversees outsourced security services and optimizes the cost of services. Andrea holds a Medicare Compliance Association Certificate and is a graduate of Thomas Edison College with a Bachelor's degree in Computer Science Technology. She is 56 years old.

CHRISTINE SUAREZ-LOURES, ESQ. Christine serves as General Counsel Consultant to Revenue Guard, as well as the HIPAA Security and Privacy Officer. She has held these positions for the past 6 years. In these roles, she oversees all legal and HIPAA compliance issues for the company, as well as Medical Necessity compliance, contract compliance and monitoring of all changes in industry regulations and circumstances affecting ambulance billing services. She has been involved in the Emergency Medical Transportation industry for over 20 years. She has previously served as in-house legal counsel for Multi-Care, Inc., one of the largest emergency medical transportation companies in the State of New Jersey. Christine currently serves on the Advisory Board of Missions Beyond Borders, a New Jersey non-for-profit charity. Christine earned her undergraduate degree from Boston College and her Juris Doctorate degree from Rutgers School of Law – Newark. She is 59 years old.

ASSIGNED PROJECT STAFF

As noted earlier, we enjoy a professional staff comprised of over 80 employees, 5 managers and 3 supervisors holding full time status in order to handle the demands of our customers and meet their unique needs and concerns. Should the City of Asbury Park select Revenue Guard to continue as their Emergency Medical billing services vendor, they will be working with our well-trained and certified EMS revenue recovery team.

Revenue Guard's Director of Revenue Cycle Management, Jennifer Aldana, who would be the Team Lead for the City of Asbury Park has over 19 years of experience in Ambulance Revenue Recovery. In addition to her experience, Jennifer has a proven track record of maximizing revenue for our clients, has been certified in the following: CACO (Certified Ambulance Compliance Officer) and CAPO (Certified Ambulance Privacy Officer).

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

CERTIFIED AMBULANCE CODER

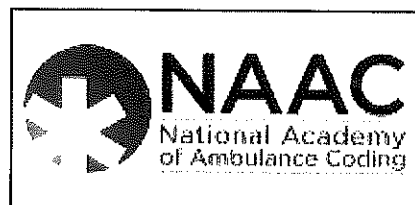
Who is the person coding and billing your EMS claims?

Revenue Guard has understood for years that ambulance billing is a specialized and different aspect from other medical billing components. We are among the first in the state to embrace the Certified Ambulance Coder program offered by the National Academy of Ambulance Coding as part of their staff training and certification curriculum. This certification demonstrates a high level of knowledge and commitment to compliance in the ambulance billing profession. **All key members of our staff have completed this program and are all currently certified NAAC.**

We strongly urge prospective clients to review the staff experience of their current and future billing partners. Many third-party billing companies have difficulty finding qualified people to bill their claims. Revenue Guard's greatest asset is our workforce; our billing staff are Certified Ambulance Coders and highly trained and very experienced in ambulance billing.

Jennifer Aldana is a Certified Ambulance Coder, and Revenue Guards' Billing and Collections Director, she is the administrator for our clients' accounts, and manages all aspects of this process. Jennifer has 19 years of experience in ambulance revenue collections and has long-term relationships with all major payers. She will develop a specialized course of action and oversee all facets of the process as determined by our clients, their needs, and concerns.

Be assured that our experience, knowledge, and level of commitment to our clientele will be evident.





PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
OFFICE OF THE COMMISSIONER
PO Box 325
TRENTON, NJ 08625-0325
TEL (609) 633-7667

MARLENE CARIDE
Commissioner

Certificate of Compliance

February 26, 2020

I, Marlene Caride, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that

1. Revenue Guard Medical Claims Management, a New Jersey limited liability company, was formed on November 3, 2005.
2. Said Company is presently certified to transact in New Jersey the business of a third party billing services as specified at N.J.S.A. 17B:27B-1.
3. Said Company is in good standing and having complied with all the requirements of the Revised Statutes of New Jersey, is certified to transact the business of a third party billing services in the State of New Jersey in accordance with all the laws of this State as provided in its currently effective Third Party Billing Services certification issued by this Department.
4. The home office of said Company is located at 50 US Highway 9, Morganville, NJ 07751.

I further certify that said Company, Revenue Guard Medical Claims Management, is not precluded by its charter or the laws of this State from engaging in the business stated above in states other than New Jersey, upon compliance with the laws of such other states.

IN WITNESS WHEREOF, I have hereunto set
My hand and affixed my official Seal,
At Trenton, the day and year
Above written.

Marlene Caride
Commissioner of Banking and Insurance



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
REVENUE GUARD MEDICAL CLAIMS MANAGEMENT

TRADE NAME:
SEQUENCE NUMBER:
1192012

ISSUANCE DATE:
04/20/11

ADDRESS:
90 ROUTE 9 NORTH
MORGANVILLE, NJ 07951

EFFECTIVE DATE:
11/14/05

FORM-BRC
(01/08) (02/08/10)

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

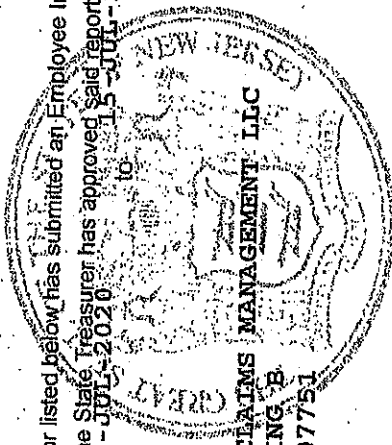
Director
New Jersey Division of Revenue

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

Certification 40191

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-JUL-2020 to 15-JUL-2023



REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
50 US HIGHWAY 9, BUILDING B
MORGANVILLE NJ 07751



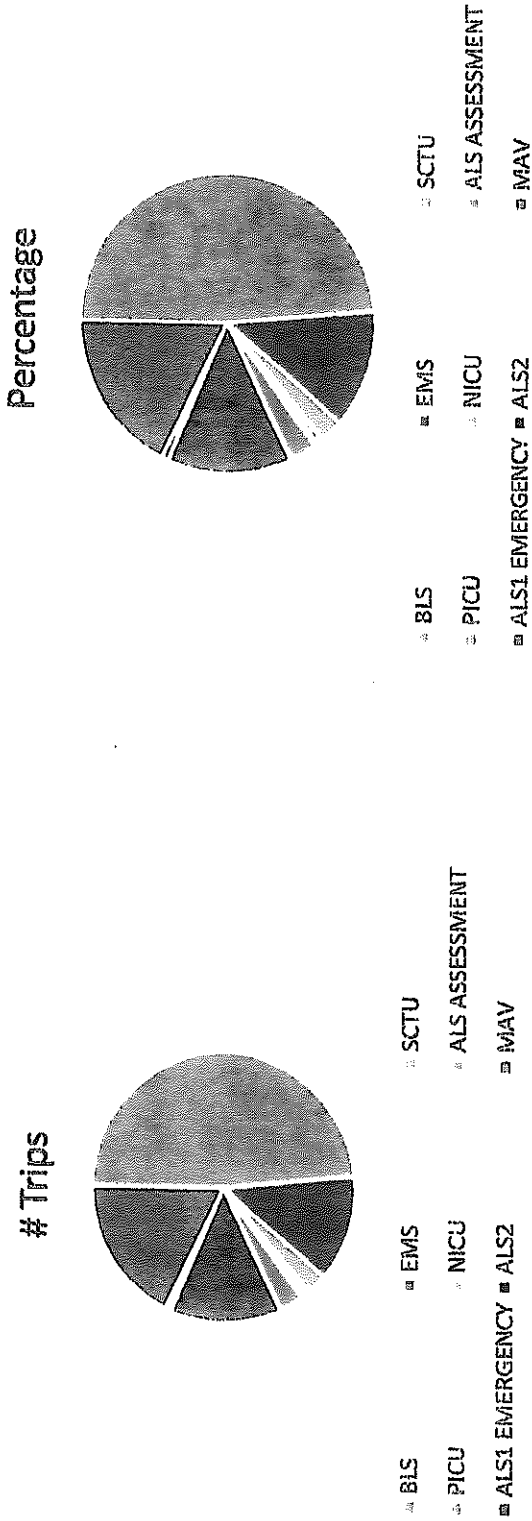
Elizabeth M. Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

Sample Reports

- Number of trips by service level
- Payor Mix
- Gross Charges
- Trip Summary
- Contractual Allowances
- Accurate registration and coding
- NET cash per trip
- Charges per trip vs. NET revenue
- Days Sales Outstanding
- Denial Report

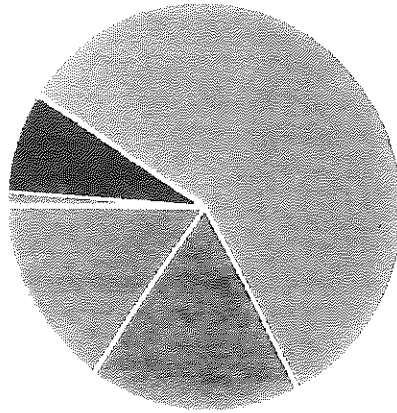
Sample # of trips by service level



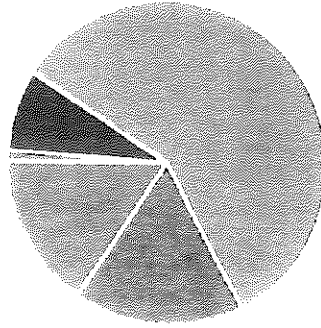
Service Level	# Trips	Percentage
BLS	3349	48%
EMS	884	13%
SCTU	178	3%
PICU	55	1%
NICU	20	0%
ALS ASSESSMENT	209	3%
ALS1 EMERGENCY	943	14%
ALS2	51	1%
MAV	1236	18%
	6925	

Sample Payor Mix

Trips



Percentage



COMP/MVA Medicaid Medicare SELF PAY THIRD PARTY INS

COMP/MVA Medicaid Medicare SELF PAY THIRD PARTY INS

Payor Class	# Trips	Percentage
COMP/MVA	67	1%
Medicaid	473	7%
Medicare	3396	51%
SELF PAY	1009	15%
THIRD PARTY INS	899	13%
	5844	

REVENUE GUARD

EXPERTS IN EMS BILLING & COMPLIANCE

Sample Trip Summary

		Charges	Payments	Billable trips	Charges Per Trip	Cash Per Trip
May	2018	122,173.30	-	124	985.27	-
June	2018	122,816.50	3,575.71	124	990.46	28.84
July	2018	120,462.70	37,410.21	121	995.56	309.18
August	2018	127,458.20	40,382.60	132	965.59	305.93
September	2018	126,607.50	41,395.91	123	1,029.33	336.55
October	2018	110,718.70	47,137.93	110	1,006.53	428.53
		730,236.90	169,902.36	734	994.87	231.47

Sample Gross Charges & Contractual Allowances

Month	Beginning A/R	Gross Sales	Payments	Write Off/Bad Debt	3rd Party Ins Write Off	Medicare (Assign Adj)	Medicaid (Assign Adj)	Ending A/R
18-Jun	0	225,581.10	-4,962.83	-4,589.78		-2,849.25	-9,853.25	203,325.99
18-Jul	203,325.99	132,230.70	-36,023.09	-605.44		-20,664.67	-33,985.50	244,277.99
18-Aug	244,277.99	130,217.20	-60,015.18	-4,029.82	-1,800.31	-44,020.36	-39,191.40	225,438.12
18-Sep	225,438.12	128,352.30	-57,359.33	-4,890.91	-1,436.04	-22,168.97	-22,891.25	245,043.92
18-Oct	245,043.92	113,855.60	-18,450.51	-34,606.09	-417.86	-12,069.64	-19,206.75	274,148.67

Sample Accurate Registration & Coding

Prebilling/Billing/KPI						
Employee	Total Errors	Total Claims Woked	Error Percentage	Account Worked	Average KPI	KPI Goal
Employee 1	2	1534	0.13%	Account 1	13.17	12
Employee 2	3	1612	0.19%	Account 2	13.41	12
Employee 4	6	1876	0.32%	Account 3	14.95	12
Employee 5	9	2376	0.38%	Account 4	13.83	12
Employee 6	1	1210	0.08%	Account 5	12.67	12

Charges			
Description	QTY %	Charge Count	
EMERGENCY MEDICAL AMBULANCE	8	3215	\$ 3,163,050.00
GROUND MILEAGE	58.48	3500	\$ 816,832.80
GROUND MILEAGE MEDICARE	26.07	1440	\$ 364,259.00
ALS 1 ASSESSMENT	0.5	201	\$ 552,750.00
ADVANCED LIFE SUPPORT AMBULANC	2.4	968	\$ 2,634,500.00
ALS2 BASE FEE	0.23	109	\$ 334,880.00
ALS TREAT NO TRANSPORT	0.01	5	\$ 1,250.00
NON-EMERGENCY AMBULANCE	0.81	325	\$ 254,644.10
EMERGENCY MEDICAL AMBULANCE	0.13	50	\$ 20,376.00
GROUND MILEAGE	0.76	50	\$ 2,280.10
GROUND MILEAGE MONOC	0.29	39	\$ 434.70
NON COVERED MILEAGE	0.01	2	\$ 70.00
Oxygen Administration	0.27	107	\$ 10,700.00
PRONOUNCEMENT AT SCENE/RES	0.23	92	\$ 72,680.00
REFUSED MEDICAL ASSISTANCE	1.11	456	\$ 111,000.00
SCTU TRANSPORT AMBULANCE	0.6	241	\$ 845,500.00

3.D.7.a

Sample NET Cash Per Trip & Charges per trip vs. NET Revenue

3.D.7.a

Sample Daily Sales Outstanding

	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Net Collections Rate	91%	112%	99%	86%	105%	93%	94%
pmfs	3,352,370	4,231,466	3,756,557	3,252,007	4,154,332	3,484,052	3,818,123
net estimated rev from triad	3,675,797	3,786,271	3,786,271	3,792,946	3,970,592	3,745,852	4,051,639
Trips	8,233	8,619	8,182	8,684	8,969	8,520	9,239
Estimated Cash Per Trip	446.47	439.29	462.76	436.77	442.70	439.65	438.54
Days in A/R Ratio	56.39	52.24	52.02	57.02	53.12	59.64	57.19
est net ar from ar summary	6,909,243	6,593,355	6,565,545	7,209,740	7,030,053	7,447,127	7,724,274
net estimated rev from triad	3,675,797	3,786,271	3,786,271	3,792,946	3,970,592	3,745,852	4,051,639
DSO: Est Net A/R/12 mo cash * 365	57.71	43.63	48.94	62.08	47.38	59.85	56.65
A/R>90 %	44%	46%	47%	44%	43%	39%	40%
gross ar	40,575,198	39,261,067	38,832,873	40,187,902	39,527,751	40,197,017	40,251,646
ar over 90	17,870,422	18,048,192	18,251,827	17,714,689	17,157,804	15,686,615	16,108,946

Sample Denial Report

ID	DESCRIPTION	COUNT	PERCENTAGE
MEDICARE			
CDD	DUPLICATE CLAIM DENIAL	2	3%
CO16	CARE DENIED INVALID BILLING	1	1%
CO97	CARE DENIED INPATIENT	7	10%
DOS	Not Covered DOS	8	12%
NCS	DENIED NON COVERED	9	13%
OD	OTHER DENIAL REASON	3	4%
PR26	CARE DENIED NO COVERAGE	1	1%
PR50	DEEMED NOT A MEDICAL NECESSITY	13	19%
PR96	CARE DENIED NON COVERED	25	36%
ID	DESCRIPTION	COUNT	PERCENTAGE
MEDICAID/HMOS			
CDD	DUPLICATE CLAIM DENIAL	2	7%
DOS	Not Covered DOS	1	3%
DX	INS DENIED FOR INVALID DX	2	7%
HEALTH	HEALTH INS PRIM	1	3%
NCS	DENIED NON COVERED	2	7%
LOG	LOGISTACARE	14	47%
NOA	NO AUTHORIZATION	5	17%
RMAD	RMA DENIAL	3	10%

ID	DESCRIPTION	COUNT	PERCENTAGE
MEDICAID/HMOS			
CDD	DUPLICATE CLAIM DENIAL	2	7%
DOS	Not Covered DOS	1	3%
DX	INS DENIED FOR INVALID DX	2	7%
HEALTH	HEALTH INS PRIM	1	3%
NCS	DENIED NON COVERED	2	7%
LOG	LOGISTACARE	14	47%
NOA	NO AUTHORIZATION	5	17%
RMAD	RMA DENIAL	3	10%
ID	DESCRIPTION	COUNT	PERCENTAGE
BLUE CROSS			
CDD	DUPLICATE CLAIM DENIAL	5	21%
DOS	Not Covered DOS	1	4%
DX	INS DENIED FOR INVALID DX	3	13%
EOB	PENDING PRIM EOB	2	8%
NCS	DENIED NON COVERED SERVICE	6	25%
NOA	NO AUTHORIZATION	4	17%
RMAD	RMA DENIAL	3	13%

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Lawsuit/ Ethics Statement

Revenue Guard Medical Claims Management has no past or present lawsuits filed against our firm.

Revenue Guard has no current open ethics claims against our firm.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Statement to Comply with General Terms and Conditions:

Revenue Guard agrees to comply with all the General Terms and Conditions required by the City of Asbury Park and agrees to enter into the City of Asbury Park Standard of Professional Services Contract.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Statement of Professional Practice

Revenue Guard the Company nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from performing professional practice by any Federal, State, or local agency specifically the Medicare and Medicaid programs.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Workers Compensation

Revenue Guard has Workers' Compensation and Employees' Liability Insurance that is in accordance with New Jersey Law.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Assignment of Contract:

Revenue Guard agrees to not assign nor sublet this contract, either in whole or in part without the express written consent of the City of Asbury Park.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Statement to Certify Compatibility of Billing Software:

Revenue Guard certifies compatibility of billing software with EMSCharts or any other EPCR software as specified by the City of Asbury Park, Bid.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Statement and Representation that all Services are performed in the United States:

Revenue Guard represents that all of our services to be performed as part of this Bid will be performed within the United States of America.

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Description of Office Location:

Revenue Guards' office is located at 50 Route 9 North Bldg. B Morganville N.J.

In the beginning of 2011 Revenue Guard upgraded operations and now operate out of a 10,000 square foot state-of-the-art secure finance/billing center located at 50 Route 9 North Morganville, NJ 07751 which is approximately 25 miles from the City of Asbury Park, NJ. For our customers' convenience, we have over 20 phone lines and our calls are answered in under 2 minutes. Our toll-free number is (866) 624-0900 and fax is (732) 640-1138. This center has allowed Revenue Guard the physical space to match the unparalleled growth we have earned during the past few years. Our staff is comprised of over 80 employees, 5 managers and 3 supervisors holding full time status in order to handle the demands of our customers and meet their unique needs and concerns.

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
EMS Billing	Paterson Fire Dept	Chief McDermott	973-321-1400
EMS Billing	Union Fire Dept	Chief Ricciardi	908-851-5427
EMS Billing	Clifford Fire Dept	Daryl D'Amico	973-470-5801

Signed: _____

Date: 5-6-21

Print Name & Title: _____

James Looney/Vice President

NOTARY PUBLIC

Sworn before me this 6th day of May 2021.

Signature of Notary Public
My Commission Expires:

STEVEN J MORLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 26, 2022

IV. DECLARATION OF OWNERSHIP

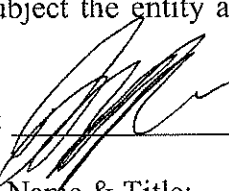
As required by Chapter 33, Laws of 1977 the following statement must accompany or be submitted prior to your bid. Your bid can not be honored unless such statement is completed.

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

(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.

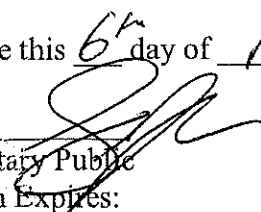
Signed: 

Date: 5-6-21

Printed Name & Title: James Loures / Vice President

NOTARY PUBLIC

Sworn before me this 6th day of May 2021.


Signature of Notary Public

My Commission Expires:

STEVEN J. MORLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 26, 2022

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: Revere Grand Medical Clinic, The

Title: Vice President

Print Name: James L. Jones

Date: 5-6-21

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

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

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

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

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

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

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

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

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

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

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

VI. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) -- N.J.A.C. 17:27 -- GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

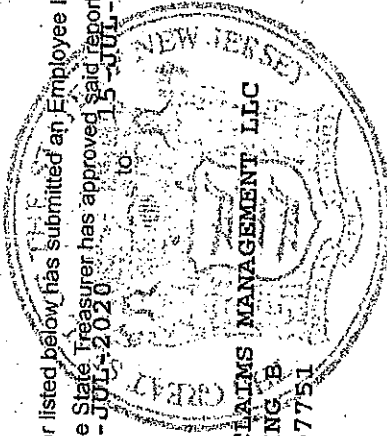
The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested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

Certification 40191

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-JUL-2020** to **15-JUL-2023**

REVENUE GUARD MEDICAL CLAIMS MANAGEMENT LLC
50 US HIGHWAY 9, BUILDING B
MORGANVILLE NJ 07751



Elizabeth M. Maher

ELIZABETH MAHER MUOIO
State Treasurer

VII. AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the President of Revenue Guard Medical Claims Management (hereafter "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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

VIII. STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business Revenue Guard Medical Claims Management / Coreis Health

☐ 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: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

James Loures
 (Affiant)



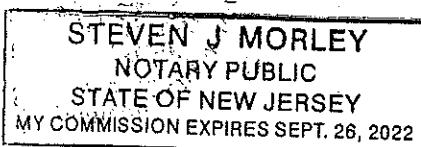
James Loures / Vice President
 (Print name & title of affiant)
 (Corporate Seal)

NOTARY PUBLIC

Sworn before me this 6th day of May 2021.

[Signature]
 Signature of Notary Public

My Commission Expires:



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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 302
TRENTON NJ 08646-0252

TAXPAYER NAME:
REVENUE GUARD MEDICAL CLAIMS MANAGEMENT

TRADE NAME:

SEQUENCE NUMBER:
1192012

ISSUANCE DATE:
04/20/11

ADDRESS:
50 ROUTE 9 NORTH
MORGANVILLE NJ 07951

EFFECTIVE DATE:
11/14/05

FORM-BRC
(01/05) 02050101

James J. [Signature]
Director
New Jersey Division of Revenue

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

XII. NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

I, James Loure residing in Avon
(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 Vice President of the firm of Revenue Guard Medical
(title or position) (name of firm)

Claims Management Corporation 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 Medical Claims Management Corporation.

Signature

Print

NOTARY PUBLIC

Sworn before me this 6th day of May 2021.

Signature of Notary Public
My Commission Expires:

STEVEN J MORLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 26, 2022

XIII. NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

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

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

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

(Include the following only for boards of education)

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

XIV. AGREEMENT - SAMPLE**EMERGENCY MEDICAL BILLING SERVICES**

AGREEMENT, made this ____ day of _____ 2021, by and between THE CITY OF ASBURY PARK, a New Jersey Municipal Corporation, having its principal place of business at City Hall, 1 Municipal Plaza, Asbury Park, New Jersey, 07712, hereafter "City" and Revenue Guard Medical Claims Management / Coronis Health (hereafter "Contractor" with its principal place of business at

50 Route 9 North, Morganville, N.J. 07751

WITNESSETH

In consideration of the mutual promises and covenants set forth in the Agreement, the amount bid the Contractor and the amount agreed to be paid by the City, it is AGREED as follows:

1. Contractor shall furnish the specified equipment, goods and services, if any, as fully described in the specifications and the bid submitted by the Contractor, to wit EMERGENCY MEDICAL BILLING SERVICES in strict conformity with the specifications which are attached to the Contract and incorporated herein as though set forth in verbatim, as though they were fully reiterated in the body of this Contract.

2. The equipment, goods and services, if any, shall be delivered/supplied by the Contractor to the City on or before ninety (90) working days from the date the City signs and returns this Contract to the Contractor. It is understood the Contractor will first sign this Contract and deliver it to the City for signature.

3. In consideration for the delivery of the goods, equipment and services, if any, by the Contractor, in strict conformity with the specifications at the prices listed in the bid proposal, and there are no items in dispute, the City shall pay to the Contractor a percentage of money received on a monthly basis as billed by invoice within thirty (30) days of submission of an invoice.

4. All of the terms, covenants and conditions contained in this agreement and the attached specifications with bid proposal shall inure to the benefit of all and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representative, successors and assigns.

5. The parties acknowledge that substantively all negotiations which brought to fruition in this agreement occurred in the State of New Jersey, that performance shall occur in the State of New Jersey and agree that New Jersey law shall be binding as to the construction and interpretation of this agreement.

IN WITNESS WHEREOF the City has caused this instrument to be signed by its Mayor and attested by its Clerk and its Corporate Seal to be hereto affixed, pursuant to a resolution passed for that purpose, and the Contractor has caused its corporate officers to sign and place its corporate seal hereto or place their hands and seals the day and year first above written.

ATTEST:

CITY OF ASBURY PARK

City Clerk

Mayor

WITNESS: *Steven Morley*

BIDDER: *Revenue Guard Medical Claims Management/Coronis Health*

Secretary

President

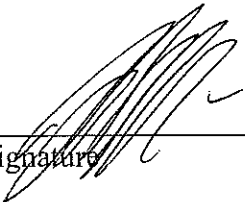
Print Name Below

James G. Carr

XV. HOLD HARMLESS

Revenue Guard Medical Claims Management/Coronis Health (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.

James Loures
Name (print)


Signature

Vice President
Title

5-6-21
Date

XVI. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received: ☒

Acknowledged for: Revised Guard Medical Claims Management/Coronis Health
(Name of Bidder)

By: [Signature]
(Signature of Authorized Representative)

Name of above: James Loures
(Print or Type)

Title: Vice President

Date: 5-6-21

XVIII. PROPOSAL FORM

Director of Purchasing
 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 \$100,000
<u>10</u> % of	\$ <u>101,000</u> up to \$200,000
<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>250,001</u> up to \$ <u>500,000</u>
<u>10</u> % of	\$ <u>500,001</u> up to \$ <u>1,000,000</u>
<u>12</u> % of	\$ <u>1,000,001</u> up to \$ <u>and Above</u>

Name of Bidding Company: Revenue Guard Medical Claims Management Corporation

Address: 50 Route 9 North Morganville, N.J. 07751

Contact Person: Jennifer Aldama

Phone Number: 732-598-0474

E-mail: Jennifer@revenueguard.com

XIX. GENERAL CONTRACT INFORMATIONBUSINESS NAME: Revenue Guard Medical Claims Management/Coronis HealthBUSINESS ADDRESS: 50 Route 9 North Morristown, NJ, 07751CONTACT PERSON: Jennifer Aldana

LOCATION OF YOUR OFFICE FROM THE CITY OF ASBURY PARK, CITY MUNICIPAL BUILDING, 1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712 (DISTANCE IN MILES):

2.5TELEPHONE NUMBER(S): 732-598-0474FAX NUMBER: 732-898-6941EMAIL ADDRESS: Jennifer@revenueguard.comWEB-SITE ADDRESS: www.RevenueGuard.comFEDERAL I.D. NO.: 20-3756504SIGNATURE: [Signature]DATE: 5-6-21NUMBER OF DAYS REQUIRED PRIOR TO START-UP OF SERVICE (DAYS): 0

NAME AND MODEL OF COMPUTER SOFTWARE BEING UTILIZED FOR THIS

CONTRACT: Central Square Technologies Respond Billing platform

**REQUIRED REFERENCE LIST OF NEW JERSEY
GOVERNMENTAL/MUNICIPAL CUSTOMERS**

NAME OF BUSINESS: City of Paterson Fire Department
 BUSINESS ADDRESS: 300 - McBride Ave, Paterson, N.J. 07501
 TELEPHONE NUMBER: 973-321-1400
 FAX NUMBER: 973-321-1401
 EMAIL ADDRESS: BMcDermott@patersonnj.gov
 CONTACT PERSON: Chief McDermott
 NUMBER OF CLAIMS BILLED ANNUALLY: 28,000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 22 million dollars
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

NAME OF BUSINESS: West Orange Fire Department
 BUSINESS ADDRESS: 415 Valley Road, West Orange, N.J. 07052
 TELEPHONE NUMBER: 973-925-4185
 FAX NUMBER: _____
 EMAIL ADDRESS: _____
 CONTACT PERSON: Chief Vecchio
 NUMBER OF CLAIMS BILLED ANNUALLY: 4000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 3.5 million dollars
 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 Department
 BUSINESS ADDRESS: 900-Clifton Ave, Clifton N.J. 07013
 TELEPHONE NUMBER: 973-470-5801
 FAX NUMBER: 973-470-5844
 EMAIL ADDRESS: _____
 CONTACT PERSON: Dan/D'Amore-Battaro
 NUMBER OF CLAIMS BILLED ANNUALLY: 7000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 5.6 million dollar
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

NAME OF BUSINESS: Union Township Fire Department
 BUSINESS ADDRESS: 1-Bond Drive, Union, NJ 07083
 TELEPHONE NUMBER: 908-851-5427
 FAX NUMBER: ~~8~~
 EMAIL ADDRESS: Gricciardi@uniontownship.com
 CONTACT PERSON: Chief Scario
 NUMBER OF CLAIMS BILLED ANNUALLY: 3000
 APPROX. DOLLAR AMOUNT OF BILLED CLAIMS ANNUALLY: \$ 2.3 million dollar
 HOW IS MEDICARE BEING BILLED: (circle one) ELECTRONIC PAPER

Additional Requirements – MANDATORY

Each respondent shall provide the following:

1. A letter on company letterhead outlining any open ethics claims against them; if there are “none,” this shall be documented on letterhead.
2. The DOING BUSINESS WITH IRAN form on the following page shall be submitted.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____

Bidder/Offeror: *Revenue Guard Medical Claims Management / Corona Health***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/Chapter25List.pdf>. 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): *James Loures* Signature: *[Signature]*
 Title: *Vice President* Date: *3-6-21*
 Name of Company: *Revenue Guard Medical Claims Management / Corona Health* City/State/Zip: *Margaretville, N.J. 07751*

To be completed, signed below & returned with proposal.

Attachment: REVENUE GUARD MEDICAL CLAIMS MANAGEMENT (2021-261 : Award of contract for Emergency Medical Services billing)

REVENUE GUARD

NEW JERSEY EXPERTS IN EMS MEDICAL CLAIMS MANAGEMENT

Lawsuit/ Ethics Statement

Revenue Guard Medical Claims Management has no past or present lawsuits filed against our firm.

Revenue Guard has no current open ethics claims against our firm.

VENDOR NAME	Revenue Guard Medical Claims Management	Air Methods Corporation dba Cypheron Healthcare Solution
ADDRESS	50 Route 9 North Morganville, NJ 07751	2190 E Pebble Road Suite 100 Las Vegas, NV 89123
CONTACT	Jennifer Aldana	Damon Broussard
TELEPHONE NUMBER	(732) 598 - 0474	(702) 366 -8822
EMAIL ADDRESS	jennifer @revenueguard.com	damon.broussard@cypheronhealth.com
QUALIFICATIONS	YES	YES
DECLARATION OF OWNERSHIP	YES	YES
AFFIRMATIVE ACTION COMPLIANCE NOTICE	YES	YES
EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	YES	YES
AMERICANS WITH DISABILITIES ACT OF 1990	YES	YES
STOCKHOLDER DISCLOSURE CERTIFICATION	YES	YES
BUSINESS REGISTRATION CERTIFICATE	YES	NO
NON-COLLUSION AFFIDAVIT	YES	YES
NJ ANTI-DISCRIMINATION PROVISIONS	YES	YES
SAMPLE AGREEMENT	YES	YES
HOLD HARMLESS	YES	YES
ACKNOWLEDEMENT OF RECEIPT OF ADDENDA	YES	YES
GENERAL CONTACT INFORMATION	YES	YES
REQUIRED REFERENCES	YES	NO REFERENCES FOR MUNICIPLAITIES IN NJ. CURRENT PRESENCE IN NY, PA AND MD.
DOING BUSINESS WITH IRAN	YES	YES
ETHICS STATEMENT	YES	YES
PROPOSED PERCENTAGE	7.0% OF \$0.0 UP TO \$250,000	6.50%
	8.0% OF \$250,001 UP TO \$500,000	
	10% OF \$500,001 UP TO \$1,000,000	
	12% OF \$1,000,001 UP TO AND ABOVE	
NOTES		
		Based out of Las Vegas, Nevada. Section 2.16 - Requires vendor to maintain a billing office located within 80 miles from the borders of Asbury Park



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-262

Resolution appointing the Firm of Marotta & Garvey Attorney at Law as the Rent Leveling Board Attorney for the calendar year of 2021 in an amount not-to-exceed \$35,000.



RESOLUTION NO. 2021-262

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

**APPOINTING THE FIRM OF MAROTTA & GARVEY TO SERVE AS RENT
LEVELING BOARD ATTORNEY FOR THE CITY, AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED
THEREWITH.**

WHEREAS, on May 18, 2021 the City of Asbury Park solicited request for qualifications for a Rent Leveling Board Attorney; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from four interested firms; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of Marotta & Garvey Attorney at Law to serve as the Rent Leveling Board Attorney for the City for calendar year 2021; and

WHEREAS, the not-to-exceed cost for the work provided by the Rent Leveling Attorney shall not exceed \$35,000.00 for calendar year 2021; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account 0-01-20-100-000-207.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Marotta & Garvey Attorney at Law as the Rent Leveling Board Attorney in the not-to-exceed amount of \$35,000.00.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-262 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 26th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK

MAROTTA & GARVEY
Attorneys at Law

Neil D. Marotta, Esq.
Kathleen P. Garvey, Esq.

3916 Bergenline Avenue, Suite 2200
Suite 2200
Union City, New Jersey 07087

Telephone (201) 552-9200
Facsimile (201) 552-9204
e-mail Mgclawyers@aol.com

May 17, 2021

Via Hand Delivery

Tracy Lizardi, Purchasing Agent
City of Asbury Park
Municipal Plaza
Asbury Park, New Jersey 07712

Re: RFQ Response: Rent Leveling Board Attorney

Dear Ms. Lizardi:

By way of this letter, I hereby submit three (3) hard copies, and one (1) flash drive of my qualifications for the position of Rent Leveling Board Attorney, in accordance with the Request for Qualifications, dated May 8, 2021. As the enclosed resume will disclose, I am a partner with the firm Marotta & Garvey. I have represented governmental entities for twenty-eight years, handling all matters that arise at the various levels of government.

I am currently the attorney for the Union City Rent Stabilization Board, and have represented the Board, since 2007. As counsel for the Board, I supplemented or amended the Rent Control Ordinance on a number of occasions, to address the needs of the community. In addition, I attend all Hearings before the Board, where I advise the Board on issues of evidence and interpretations of the ordinance, as well as case law pertaining to rent control and tenant/landlord rights.

The primary focus at the Hearings involves substantiation of the actions of the Rent Regulation Officer and Rent Control Office. One example involved a matter where a property owner was renting four (4) illegal apartments in a ten (10) unit apartment building. For years, the property owner had filed the annual registration statements, as required by the ordinance, including for the illegal units. In 2017, the City's Building Department issued Notices of Violation requiring that the property owner remove the illegal units. When the Property Owner legalized the apartments, through the variance process, it increased the rents for the four (4) apartments beyond what was permitted by the ordinance. Upon receipt of a tenant complaint, I advised the Rent Control Office that the calculation should be based upon the original rents. The Property Owner appealed and the Board upheld the Administrative legal rent determination. The property owner appealed the Board's decision by way of Proceeding in lieu of Prerogative Writs. The Superior Court upheld the determination of the Board, agreeing with the Board's reasoning

Attachment: MAROTTA & GARVEY (2021-262 : Rent Leveling Board Attorney Appointment 2021)

that legal or illegal, the units were still apartments which could only receive annual increases, in accordance with the Ordinance.

In addition to assisting the Rent Regulation Officer to prepare for Hearings and meetings, we draft forms for use by the public. We also represent the Rent Control Office, in prosecuting violations of the ordinance, in the Municipal Court. Examples of enforcement include complaints for failure to register the annual registration statement, violation of the anti-warehousing ordinance and failure to register vacant and abandoned buildings.

In addition to my public practice, I represent private clients, tenants and landlords, before the Superior Court of New Jersey. I am therefore familiar with the State's landlord/tenant laws. I have also had the pleasure of appearing before North Jersey Legal Services attorneys, in 2019, where I presented a seminar on Rent Control.

I shall be primarily responsible for the services provided and assure that matters are handled in a timely manner. I will be available to provide advice to the Board, Rent Regulation Officer, City Administrator and governing body, as needed. In addition to myself, my partner, Kathleen Garvey, has been practicing law for 30 years, is well versed in landlord/tenant issues, and will be available to assist if necessary. Ms. Garvey also oversees our real estate practice, which involves tenancy issues from a buyer/seller perspective.

Enclosed, you will find a completed RFQ package. I have also enclosed a proposed fee schedule; sample contract, Insurance Declaration, list of references and Ethics Statement. Should you have any questions, please feel free to contact me.

Very truly yours,



Neil D. Marotta

NDM:n
Encs.

NEIL D. MAROTTA
3916 Bergenline Avenue, Suite 2200
Union City, New Jersey 07087
(201) 552-9200
email MGC LAWYERS@AOL.COM

EDUCATION

Legal

Rutgers School of Law-Camden, NJ
Juris Doctorate, May 1992
Admitted to practice law in New Jersey and Pennsylvania 1992

Undergraduate

Jersey City State College, Jersey City, New Jersey
Bachelor of Arts, May, 1987 - History Major
Honors: History Honor Society

WORK EXPERIENCE

Marotta & Garvey, Union City, NJ
 September, 1999 - present

Partner in general practice firm, specializing in the field of municipal/authorities law. Representation includes drafting of contracts, ordinances, legal opinions, resolutions and pleadings; matters addressed include but are not limited to, board hearings, land use matters, employment relations, public construction contracts, public contracts, inter-governmental relations, public records requests, advising various municipal officials, including, governing body, municipal authorities and boards, executive director, municipal clerk, administrator, police and construction code officials, as well as appearances before Superior Court of New Jersey, Office of Administrative Law, municipal courts and administrative agencies.

Law Office of Libero D. Marotta, Edgewater, NJ
 July, 1992 - September, 1999 - Associate.

Clients represented include:

- **Borough of Milltown** – Planning Board Attorney – January, 2012 to present
- **Union City Parking Authority** – General Counsel – September, 2010 to present
- **Weehawken Parking Authority** – General Counsel – January, 2010 to present
 Special Counsel - March, 2008 to December, 2009
- **Fort Lee Parking Authority** - General Counsel - January, 2008 to present
- **Borough of East Newark** - Borough Attorney - March, 2002 – December, 2019
- **City of Union City** - Tax Appeal Attorney; Special Counsel - December, 1999 to present
 Rent Stabilization Board Attorney - May, 2007 to present
- **North Bergen Parking Authority** - General Counsel - October, 1993 - present
- **Borough of Milltown** - Borough Attorney - January, 1999 - December, 2000
- **Township of River Vale** - Director of Law - October, 1995 - December, 1999

MAROTTA & GARVEY
Attorneys at Law

Neil D. Marotta, Esq.
Kathleen P. Garvey, Esq.

3916 Bergenline Avenue, Suite 2200
Suite 2200
Union City, New Jersey 07087

Telephone (201) 552-9200
Facsimile (201) 552-9204
e-mail Mgclawyers@aol.com

Re: City of Asbury Park
Request for Qualifications
Rent Leveling Board Attorney
Proposed Fee Schedule

Attorney Hourly Rate: \$170.00
(Hourly rate shall be billed in increments of .1 per hour, see proposed Agreement)

Not to exceed amount: \$35,000.00

(In that this is the commencement of Rent Control in Asbury Park, it is not possible to gauge the extent of work that will be required. For budgeting purposes, it is necessary that the Business Administrator have a contract sum. In the event the not to exceed amount is insufficient, counsel shall advise the Business Administrator and request an increase in said sum, if necessary.)

Expenses: All authorized expenses will be billed at actual cost.

Travel time: Travel to and from the Municipal Offices shall not be billed. Travel to and from the Superior Court will be billed according to the hourly rate.

Dated: 5/14/2021


Neil D. Marotta

Attachment: MAROTTA & GARVEY (2021-262 : Rent Leveling Board Attorney Appointment 2021)

AGREEMENT

THIS AGREEMENT effective June 1, 2021, by and between the City of Asbury Park, a Municipal Corporation of the State of New Jersey, located at Municipal Plaza, New Jersey 07712 (hereinafter referred to as City") and Neil D. Marotta, Esq., whose address is 3916 Bergenline Avenue, Suite 2200, Union City, NJ 07087, (hereinafter referred to as Special Counsel");

RECITALS

WHEREAS, the City requires the services of an attorney to represent the City's Rent Leveling Board; and

WHEREAS, the parties to this agreement are desirous of memorializing the duties and responsibilities of the parties, hereto.

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities hereinafter set forth, it is agreed by and between the parties as follows;

1. **ENGAGEMENT** The City does hereby engage the services of Special Counsel in accordance with the terms herein. Special Counsel does hereby agree to perform legal services to the City and the Rent Leveling Board pursuant to the within Agreement. The term of this Agreement is for one (7) months effective June 1, 2021 and terminating December 31, 2021, or until a successor has been appointed and qualified.

2. **SERVICES TO BE RENDERED** To perform any and all legal services and represent the City and the Rent Leveling Board in matters presented to Special Counsel, as Rent Leveling Board Attorney. Representation shall include appearances at meetings, hearings, drafting ordinances, legal memorandum, resolutions, representation before the Superior Court, advise and represent the City, Rent Leveling Board and Rent Regulation Officer in all matters concerning rent leveling, and working with Corporation Counsel.

3. **COMPENSATION**

a. **Legal Services.** Special Counsel shall submit billing invoices at an hourly rate of \$170.00 per hour, not to exceed \$35,000.00. The invoices shall include: 1. Matter name, 2. Date of service, 3. Attorney's name, 4. Total charge for each task or entry, 5. A detailed description of the services provided or tasks performed, 6. The amount of time spent on each particular service, and (8) an itemized list of any expenses or disbursements. Invoices for services rendered and costs incurred in each matter are to be submitted on a monthly basis, for the full calendar month. Special Counsel shall advise the City when it has reached 80% of the not to exceed amount. Time is to be recorded in tenths of an hour (.1). Internal conferences among lawyers and other staff is not billable nor is travel time to the City's/Rent Board's offices.

b. **Costs and Expenses.** In addition to legal fees, the City will pay the following costs and expenses: Court costs, service fees, investigator fees, deposition costs, messenger services (if necessary and at actual cost), postage, interpreter/translators' fees (at

actual cost), and any other necessary expenses, as authorized by the City. All experts shall be retained directly by the City unless Special Counsel is authorized to retain said experts. The City will be solely responsible to pay the expert(s).

4. **NO GUARANTEE** Special Counsel agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions that are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

5. **TRUST MONEY** Any money received by Special Counsel to be placed in his Trust Account will be placed in a non-interest bearing account, unless specific written arrangements are made to the contrary.

6. **AFFIRMATIVE ACTION** Labor Counsel is required to comply with the requirements of P.L. 1975 c.127 (NJAC 17:27).

7. **ENTIRE AGREEMENT** 1. This Agreement constitutes the entire Agreement between the parties. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representation, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties shall be governed by the laws of the State of New Jersey.

8. **NOTICE** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Business Administrator
City of Asbury Park
Municipal Plaza
Asbury Park, NJ 07712

Neil D. Marotta, Esq
Marotta & Garvey
3916 Bergenline Avenue, Suite 2200
Union City, NJ 07087

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

MAROTTA & GARVEY

CITY OF ASBURY PARK

By _____
Neil D. Marotta, Special Counsel Date
Attest:

By _____, _____ Date
Attest:

REFERENCES

Neil D. Marotta

Kennedy Ng, Administrator
City of Union City Rent Regulation Officer
3715 Palisade Avenue, 2nd Floor
Union City, NJ 07087
(201)348-5734
kng@ucnj.com

Successfully represent Rent Stabilization Board as Special Counsel

Sal Bonaccorsi, CTA
City of Union City
3715 Palisade Avenue
Union City, NJ 07087
(201)348-5725
sbonaccorsi@ucnj.com

Successfully represent City as Tax Appeal Litigation Counsel

Robert P. Baselice, Executive Director
North Bergen Parking Authority
4225 Bergen Turnpike
North Bergen, NJ 07047
(201)869-6200
rbaselice@nbpaonline.org

Successfully represent Authority as General Counsel

Gloria Gallo, Executive Director
Fort Lee Parking Authority
309 Main Street, Middle Building
Fort Lee, NJ 07024
(201)592-3500; Ext. 1402
gloriag@fortleempa.org

Successfully represent Authority as General Counsel



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilwoman

Yvonne Clayton, City Councilwoman

Jesse Kendle, City Councilman

Donna M. Vieiro, City Manager

**REQUEST FOR QUALIFICATIONS
RENT LEVELING BOARD ATTORNEY**

ISSUE DATE: May 8, 2021

DUE DATE: May 18, 2021 11:00 AM

ISSUED BY:

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

**City of Asbury Park
Fair and Open Process
Request for Qualifications
Rent Leveling Board Attorney**

The City of Asbury Park is soliciting Requests for Qualifications from interested persons and/or firms for the procurement of contractual professional services for Rent Leveling Board Attorney. Responses should address both the general criteria and mandatory minimum requirements. All responses will be treated as confidential until read aloud. The full specifications can be found here: www.cityofasburypark.com/bids

Responses must be sent to:
Purchasing Agent
ATTN: Tracy Lizardi
Municipal Plaza
Asbury Park, NJ 07712

All responses must be received by and
opened and read:
11:00 AM on Tuesday
May 18, 2021

All responses shall be opened and announced publicly, immediately thereafter by the Director of Purchasing. Responses will then be reviewed by the appropriate governing body and appointments will be announced at a public meeting. Unless otherwise noted, appointments shall be for the calendar year of 2021 and subject to the execution of a contract.

The selections of qualified respondents are not subject to public bidding or competitive contracting provisions of the Local Public Contracts Law, NJSA 40A:11-1 et. seq. The selection is, however, subject to the fair and open process authorized by the New Jersey Local Unit Pay-To-Play Law, NJSA 19:44A-20.4 et. seq. The City has structured a procurement process that seeks to obtain the desired results while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a submission. All insurance requirements of the State of NJ are to be met. The City has sole discretion in determining if respondents insurance is acceptable. The City may request additional insurance coverage before award. Please include three hard copies of the proposal and a sample contract. All proposals must include a digital copy on a media (CDR, DVDRWE, flash drive, etc.) of respondent's choice which will not be returned. **All respondents also must provide a statement on letterhead if they have any ethics violation pending or active against them. If there are "none," then the letter must reflect that.**

The City and its agencies reserve the right to select qualified contractors in their sole discretion, which shall be exercised in accordance with their sole judgment as to the public interest. Those responding to the RFQ are required to comply with the provisions of NJSA 10:5-21 et seq. and NJAC 17:27-1 et seq. if applicable.

INSTRUCTIONS

The City (inclusive of its boards and commissions) is seeking proposals for Rent Leveling Board Attorney. Respondent's submissions must clearly demonstrate experience in the mandatory minimum requirements. All respondents also must provide a statement on letterhead if they have any ethics violation pending or active against them. If there are "none," then the letter must reflect that.

The City reserves the right to appoint one (1) or more individuals and/or firms if desired.

It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or the individual responding. Failure to include this statement will result in disqualification.

Evaluation, Review and Selection Process

An evaluation team will review all proposals to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and then recommend award to the governing body. All awards are subject to the availability of funds.

Proposals will be reviewed and award of contract will be based upon the following criteria:

- Experience and reputation of the firm.
- Qualifications of the individuals who will perform the required services, and their respective participation.
- Years of experience of the individuals as it relates to the particular expertise required to perform the contract.
- Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter.
- Experience with or specific knowledge of the City of Asbury Park as it pertains to the contract.
- Professional fee schedule as requested in the Request for Qualifications attached.
- References.
- Interviews, if necessary.

Rent Leveling Board Attorney

GENERAL CRITERIA:

1. Qualifications/Appointment:

- a. Special Counsel to assist the Rent Leveling Board (hereinafter, the "Board") shall be appointed by the City Council and shall serve from the first day of June of 2021 through December 31, 2021, or until their successor has been appointed and qualified. Thereafter, the Special Counsel position (the "Attorney") shall be appointed annually by the City Council at its Reorganization meeting for a term of one (1) year, or until their successor has been appointed and qualified.
- b. The Attorney shall be an attorney-at-law of New Jersey, with experience in rent leveling, tenants' rights, rent leveling laws and other rental issues.
- c. In lieu of appointing an individual attorney, the City Council may appoint a firm of attorneys, all members of which shall be attorneys-at-law of New Jersey. The Attorney shall be appointed in a manner consistent with the Local Public Contracts Law and shall execute a written contract, which shall be kept on file with the City Clerk. The Attorney shall receive such compensation as shall be agreed upon by the City Council.

2. Duties. The Attorney shall:

- a. Represent the City and the Board in all legal matters relating to the City's rent leveling laws, and advise and assist the Board, the City Council, and the City Manager, as needed, in the administration of the City's rent leveling laws.
- b. Attend meetings of the Board, and give opinions and rulings on questions of law which may arise at the Board meetings.
- c. Assist and advise the Board with hearings and mediation of tenant and landlord petitions regarding the adjustment of rents under the City's rent leveling laws.
- d. Prepare or approve all legal instruments relating to the business of the Board.
- e. Represent the City and the Board in any litigation relating to the City's rent leveling laws or the business of the Board.
- f. Perform such other services as are requested by the Board, the City Council and/or the City Manager.

3. Additional Duties. The Attorney shall also:

- a. Maintain records of all actions, suits, proceedings and matters which relate to the City's interests, and report thereon as the Board, City Manager or City Council may require.
- b. Have power to enter into any agreement, compromise or settlement of any litigation in which the City is involved, subject to the prior approval or ratification of the City Council.
- c. Upon the termination of their service with the Board, forthwith surrender to their successor all City property, papers and records, together with written consent to substitution of their successor in any pending actions or proceedings.

MANDATORY MINIMUM REQUIREMENTS:

1. Name, address, email, phone and fax number of firm. If multiple office sites, list all, and indicate corporate office.
2. Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described within the body of the Request for qualifications.
3. Dates of licensure in the State of New Jersey
4. A listing of any professional affiliations or membership in any professional societies or organizations, with an indication as to any office held.
5. The number of licensed professionals employed (if a professional firm) and/or affiliated with the professional entity seeking to provide services to the City of Asbury Park. A description of each individual's qualifications, including education, licensure and years of professional experience.
6. A listing of all previous Public Sector entities served by the applicant/proposer licensed professional including dates of service and position(s) held.
7. Must demonstrate a proven record with rent leveling, tenant's rights, rent leveling laws and other rental issues.
8. Must have a minimum of five (5) years' experience
9. Proposed cost of the service(s) or activities, including the hourly rate of individuals who will perform the services or activities. The proposed cost should include:
 - a. Meetings
 - b. Hearing, mediation and other court proceedings
 - c. Expenses for travel, postage and telephone excluded from the hourly rate
 - d. Additional services defined beyond the scope of regular services

City of Asbury Park
PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	<i>MM</i>
☒	Mandatory Affirmative Action Language	<i>MM</i>
☒	New Jersey Anti-Discrimination	<i>MM</i>
☒	Americans with Disabilities Act of 1990 Language	<i>MM</i>
☒	Stockholder Disclosure Certification Statement of Ownership	<i>MM</i>
☒	Proof of Business Registration	<i>MM</i>
☒	Disclosure of Investment Activities in Iran	<i>MM</i>
☒	Election Contributions Disclosure Notification Form	<i>MM</i>
☒	Non-Collusion Affidavit	<i>MM</i>
☒	W-9 Form	<i>MM</i>
☒	Political Contributions Disclosure Form	<i>MM</i>
☒	Sworn Statement by Professional Services Provider	<i>MM</i>
☒	Ethics Statement	<i>MM</i>

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

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received: ☒

Acknowledged for: Neil Marotta of Marotta & Garvey
(Name of Bidder)

By: Neil Marotta
(Signature of Authorized Representative)

Name of above: Neil Marotta
(Print or Type)

Title: Partner

Date: 5/14/21

Attachment: MAROTTA & GARVEY (2021-262 : Rent Leveling Board Attorney Appointment 2021)

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

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

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

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

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

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

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

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

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

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

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

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Marotta & Garvey
 PRINT NAME: Marotta & Garvey
 DATE: 5/14/21

SIGNATURE: Neil Marotta
 TITLE: Partner

Certification 29796

**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-NOV-2014** to **15-NOV-2021**

MAROTTA & GARVEY
3916 BERGENLINE AVE. STE 2200
UNION CITY NJ 07087



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Attachment: MAROTTA & GARVEY (2021-262 : Rent Leveling Board Attorney Appointment 2021)

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

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

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

(Include the following only for boards of education)

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



Signature

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

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

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

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

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

Signature



STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Marotta & Garvey

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

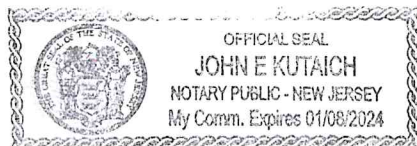
Home Address: _____

Subscribed and sworn before me this 14th day of

MAY, 2021

(Notary Public)

My Commission expires:



Neil Marotta

(Affiant)

Neil Marotta, Partner

(Print name & title of affiant)

(Corporate Seal)

New Jersey Business Registration Requirements

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MAROTTA,NEIL & GARVEY,KATHLEEN
Trade Name: MAROTTA & GARVEY ESQ
Address: 3916 BERGENLINE AVENUE, SUITE 2200
UNION CITY, NJ 07087
Certificate Number: 0744131
Effective Date: May 19, 2000
Date of Issuance: May 14, 2021

For Office Use Only:
20210514104356486

Attachment: MAROTTA & GARVEY (2021-262 : Rent Leveling Board Attorney Appointment 2021)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 262 TRENTON, N.J. 08646-0262
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107230	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	 <i>John S. Tully</i> Act. Director	
01/01/01		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

Disclosure of Investment Activities in Iran

Bidder Name: Marotta & Garvey

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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

CHECK THE APPROPRIATE BOX:

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

OR

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

Part 2 – Additional Information

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

Part 3: Certification

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

Full Name (Print): Neil Marotta

Title: Partner

Signature: Neil Marotta

Date: 5/14/21

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

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

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



Vendor's Representative
Signature of Acknowledgement



Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Hudson

ss:

I, Neil Marotta office located
Union City residing in
(name of municipality) (name of affiant)
in the County of Hudson and State of
New Jersey of full age, being duly sworn according to law on my oath depose
and say that:

I am Partner of the firm of
(Title or position) (Name of firm)

Marotta & Garvey the bidder making this Proposal for the bid
entitled Rent Leveling Board Attorney, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
City of Asbury Park relies upon the truth of the statements
(name of contracting unit)
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
City of Asbury Park.

Subscribed and sworn to

before me this day

05/14/, 2021

(Type or print name of affiant under signature)

Notary public of [Signature]

My Commission expires _____

(Seal)



Packet Pg. 215

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<http://www.nj.gov/dca/divisions/dlgs/resources/lfn2006.html>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at

http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

NOTE: This section is not applicable to Boards of Education.

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page 2 of 2

Vendor Name: Marotta & Garvey

[illegible]☐ Check here if the information is continued on subsequent page(s)

Attachment: MAROTTA & GARVEY (2021-262 : Rent Leveling Board Attorney Appointment 2021)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Monmouth

State: Governor, and Legislative Leadership Committees

Legislative District #s: 10, 11, 12, 13, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Aberdeen Township	Highlands Borough	Neptune Township
Allenhurst Borough	Holmdel Township	Ocean Township
Allentown Borough	Howell Township	Oceanport Borough
Asbury Park City	Interlaken Borough	Red Bank Borough
Atlantic Highlands Borough	Keansburg Borough	Roosevelt Borough
Avon-by-the-Sea Borough	Keyport Borough	Rumson Borough
Belmar Borough	Lake Como Borough	Sea Bright Borough
Bradley Beach Borough	Little Silver Borough	Sea Girt Borough
Brielle Borough	Loch Arbour Village	Shrewsbury Borough
Colts Neck Township	Long Branch City	Shrewsbury Township
Deal Borough	Manalapan Township	Spring Lake Borough
Eatontown Borough	Manasquan Borough	Spring Lake Heights Borough
Englishtown Borough	Marlboro Township	Tinton Falls Borough
Fair Haven Borough	Matawan Borough	Union Beach Borough
Farmingdale Borough	Middletown Township	Upper Freehold Township
Freehold Borough	Millstone Township	Wall Township
Freehold Township	Monmouth Beach Borough	West Long Branch Borough
Hazlet Township	Neptune City Borough	

(continued on next page)

Boards of Education (Members of the Board):

Allenhurst	Holmdel Township	Oceanport Borough
Asbury Park City	Howell Township	Red Bank Borough
Atlantic Highlands Borough	Interlaken	Red Bank Regional
Avon Borough	Keansburg Borough	Roosevelt Borough
Belmar Borough	Keyport Borough	Rumson Borough
Bradley Beach Borough	Little Silver Borough	Rumson-Fair Haven Regional
Brielle Borough	Long Branch City	Sea Bright Borough
Colts Neck Township	Manalapan-Englishtown Regional	Sea Girt Borough
Deal Borough	Manasquan Borough	Shore Regional
Eatontown Borough	Marlboro Township	Shrewsbury Borough
Fair Haven Borough	Matawan-Aberdeen Regional	South Belmar
Farmingdale Borough	Middletown Township	Spring Lake Borough
Freehold Borough	Millstone Township	Spring Lake Heights Borough
Freehold Regional	Monmouth Beach Boro	Tinton Falls
Freehold Township	Monmouth Regional	Union Beach
Hazlet Township	Neptune City	Upper Freehold Regional
Henry Hudson Regional	Neptune Township	Wall Township
Highlands Borough	Ocean Township	West Long Branch Borough

Fire Districts (Board of Fire Commissioners):

Aberdeen Township Fire District No. 1	Marlboro Township Fire District No. 1
Aberdeen Township Fire District No. 2	Marlboro Township Fire District No. 2
Englishtown Borough Fire District No. 1	Marlboro Township Fire District No.3
Freehold Township Fire District No. 1	Millstone Township Fire District No. 1
Freehold Township Fire District No. 2	Neptune Township Fire District No. 1
Hazlet Township Fire District No. 1	Neptune Township Fire District No. 2
Howell Township Fire District No. 1	Ocean Township Fire District No. 1
Howell Township Fire District No. 2	Ocean Township Fire District No. 2
Howell Township Fire District No. 3	Spring Lake Heights Boro Fire District No. 1
Howell Township Fire District No. 4	Tinton Falls Fire District No. 1
Howell Township Fire District No. 5	Tinton Falls Fire District No. 2
Manalapan Township Fire District No. 1	Wall Township Fire District No. 1
Manalapan Township Fire District No. 2	Wall Township Fire District No. 2
Manasquan Boro Fire District No.1	Wall Township Fire District No. 3

CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

Marotta & Garvey
Firm's Name

Neil Marotta
Signature

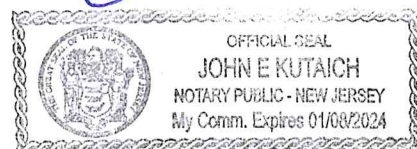
Neil Marotta
Print Name

Partner
Title

Subscribed and sworn to before me this

14th day of MAY, 2021.

[Signature]
Notary Public



Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offices and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.

§ 2-76.1. Definitions.

[Ord. No. 2969]

As used in this section:

BUSINESS ENTITY

whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

CAMPAIGN COMMITTEE

shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsection have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committees as described herein combined, without violating Subsection a of this subsection.

d. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

e. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subject to this section, if the subcontractor would be disqualified by Subsection a of this subsection from receiving the contract at the time that the subcontract is awarded; nor may any person who would be disqualified by Subsection a. of this subsection from receiving the contract perform substantially all of the obligations described in a contract for professional or extraordinary unspecifiable services that is subject to this section.

§ 2-76.3. Contributions Made Prior to the Effective Date.

[Ord. No. 2969 § 2]

No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section.

§ 2-76.4. Contract Renewal.

[Ord. No. 2969 § 3]

No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this section if it were an initial contract.

§ 2-76.5. Contribution Statement by Business Entity.[Ord. No. 2969 § 4]

a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Services from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of Subsection 2-76.2. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this section, prior to awarding the contract or agreement.

b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitute a violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing *the* Governing Body within ten (10) business days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from the business entity, whichever comes first.

c. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpayer or resident of the City of Asbury Park has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this section.

MAROTTA & GARVEY
Attorneys at Law

Neil D. Marotta, Esq.
Kathleen P. Garvey, Esq.

3916 Bergenline Avenue,
Suite 2200
Union City, New Jersey 07087

(201) 552-9200
Fax (201) 552-9204
e-mail Mgclawyers@aol.com

May 14, 2021

Tracy Lizardi, Purchasing Agent
Municipal Plaza
Asbury Park, NJ 07712

Re: Response to Request for Proposal – Rent Leveling Board Attorney
Ethics Statement

Dear Ms. Lizardi:

Kindly accept the following, as the required statement concerning pending or active ethic violations.

Please be advised, there are no ethics violations pending or active against, Neil D. Marotta, Kathleen P. Garvey, or our firm Marotta & Garvey.

I hereby certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 5/14/21



Neil D. Marotta

Attachment: MAROTTA & GARVEY (2021-262 : Rent Leveling Board Attorney Appointment 2021)



DECLARATIONS

**ALLIANZ PROTECT™ LICENSED PROFESSIONAL LIABILITY
INSURANCE POLICY**

for

Lawyers Professional Liability

NOTICE: CERTAIN COVERAGE PARTS OF THIS POLICY ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER AS REQUIRED BY THE TERMS OF THE POLICY. SOLELY WITH RESPECT TO THE THIRD PARTY COVERAGES, THE INSURER SHALL HAVE THE RIGHT AND DUTY TO DEFEND UNLESS SUCH RIGHT IS EXPRESSLY DELEGATED TO THE INSURED. WITH RESPECT TO THE PROFESSIONAL SERVICES COVERAGES, IF SELECTED IN ITEM 4.a, OF THE DECLARATIONS, UP TO FIFTY PERCENT (50%) OF AMOUNTS INCURRED AS DEFENSE COSTS MAY BE INCLUDED WITHIN THE LIMIT OF LIABILITY. WITH RESPECT TO THE CYBER COVERAGE PART, IF PURCHASED, AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE DEDUCTIBLES.

PLEASE READ THIS POLICY CAREFULLY AND REVIEW IT WITH YOUR INSURANCE AGENT OR BROKER.

The Declarations along with the Policy and with endorsements attached, if any, shall constitute the contract between the **Insureds** and **Insurer**. All terms appearing in **bold** in the Declarations and Policy are defined terms in the Policy.

Policy Number: USF00332520

Prior Policy No. USF00332519

- | | | |
|---------|---|--|
| Item 1. | Named Insured:
Principal Address: | Marotta & Garvey Attorneys at Law
3916 Bergenline Avenue, Suite 2200
Union City, NJ 07087 |
| Item 2. | Policy Period: | From: 12/02/2020
To: 12/02/2021
The Policy Period incepts and expires as of 12:01 AM at the Named Insured's principal address. |
| Item 3. | Aggregate Limit of Liability: | \$1,000,000 resulting from all Claims, Triggering Events and loss under this Policy. |

Attachment: MAROTTA & GARVEY (2021-262 : Rent Leveling Board Attorney Appointment 2021)



Item 4. Coverage Part Summary

a.

Coverage Part: Lawyer's Professional Liability Professional Services Coverage			
☒	Third Party Coverage		
(1) Limit of Liability:	\$1,000,000 \$1,000,000	Each Claim Aggregate for all Claims	
	Defense Costs:		
☒	(a) Up to fifty percent (50%) of the Defense Costs are included within the Limit of Liability		
☐	(b) In Addition to the Limit of Liability		
	The Limit of Liability specified above is: ☒ Separate Limit of Liability ¹ ; or ☐ Shared Limit of Liability with: ☐ Crime Coverage Part ☐ Cyber Coverage Part ¹ See Applicable Coverage Part Schedule		
(2) Deductible:	\$5,000	Each Claim	
	The Deductible amount specified above applies to:	☒ Damages only	
(3) Retroactive Date:	12/02/2011		

b.

	Coverage Part Coverage Extension	Supplemental Limit of Liability / Settlement Incentive – Deductible Waiver
☒	(1) Disciplinary Costs	\$25,000 Supplemental Limit of Liability per Policy Period
☒	(2) Settlement Incentive – Deductible Waiver	
	(a) Settlement Incentive Percentage	50%
	(b) Maximum Reimbursement Amount	\$25,000 per Claim

c.

Additional Coverage Parts	
As selected below, the following additional Coverage Parts have been purchased under this Policy. See Coverage Part Schedule for applicable coverage details.	
Additional Coverage Parts	
☐	Crime Coverage Part (Loss Discovered Basis)
☐	Cyber Coverage Part

Note: Coverage shall be provided under this Policy only for Coverage Parts selected above. In the event the section above is blank or so otherwise states, coverage shall not be available.

Item 5. Coverage Extension Supplemental Limits of Liability

Coverage Extension	Supplemental Limit of Liability
a. Crisis Event Expenses	\$25,000 per Policy Period
b. Per Diem Extension Expenses	(1) \$500 Each Day (part of a Day) (2) \$25,000 the amount so payable for any one or series of trials, depositions, hearings or arbitration proceedings arising out a Claim
c. Pre-Claim Assistance Expenses	\$10,000 per Policy Period
d. Pre-Claim Subpoena Expenses	\$10,000 per Policy Period

Item 6. Premium:

\$6,280.46



Item 7. **Supplemental Extended Reporting Period** Additional Premium:

a.	12 Months:	100%	of the Policy Premium
b.	24 Months:	150%	of the Policy Premium
c.	36 Months:	185%	of the Policy Premium
d.	60 Months:	250%	of the Policy Premium
e.	Unlimited Duration:	285%	of the Policy Premium

Item 8. Reporting and Notice of **Claims, Triggering Events**, and circumstances shall be given to:

Allianz Global Risks US Insurance Company
 Attention: Claims Department
 1 Progress Point Parkway, Suite 200
 O'Fallon, MO 63368
 Email: NewLoss@agcs.allianz.com
 Phone Number: 1-800-558-1606
 Fax Number: 1-888-323-6450

Item 9. **Insurer:**

(Coverage is provided in the following company, a stock company)
 Allianz Global Risks US Insurance Company
 225 West Washington Street, Suite 1800
 Chicago, IL 60606-3484
 Phone Number: 1-888-466-7883

Item 10. Endorsements attached at issuance: See Schedule of Forms and Endorsements, DO1200-MU

Producer Name and Mailing Address:
 MiniCo Insurance Agency, LLC
 1 Winners Circle, Suite 202
 Albany, NY 12205

MANDATORY MINIMUM REQUIREMENTS	SUBMISSION #1	SUBMISSION #2
NAME OF FIRM	Marotta & Garvey	Eric M. Bernstein & Associates LLC
ADDRESS	3916 Bergenline Avenue Suite 2200	34 Mountain Blvd Building A
CITY, STATE , ZIP	Union City, NJ 07087	Warren, NJ 07059
TELEPHONE NUMBER	(201) 552 - 9200	(732) 805 - 3360
NAME OF ATTORNEY	Neil D. Marotta	Eric M. Bernstein
EMAIL	Mgclawyers@aol.com	embernstein@embalaw.com
EDUCATION	Page 3	Pages 9 - 15
DATE OF LICENSURE IN NJ	Pages 3	Pages 9 - 15
LISTING OF PROFESSIONAL AFFILIATIONS OR MEMBERSHIPS AND ANY OFFICES HELD	Pages 3	Pages 9 - 15
NUMBER OF LICENSED PROFESSIONAL EMPLOYED & QUALIFICATIONS	Pages 1 - 3	Pages 3 - 8
A LIST OF ALL PREVIOUS PUBLIC SECTOR ENTITIES SERVED	Pages 3	Pages 17 - 22
DEMONSTRATE PROVEN RECORD WITH RENT LEVELING, TENANT'S RIGHTS, RENT LEVELING LAWS AND RENTAL ISSUES	Pages 3	Pages 9 - 15
MINIMUM FIVE YEARS EXPERIENCE	Pages 3	Pages 9 - 15
COSTS:	\$170 per hour NTE \$35,000 in 2021	\$60 - \$130 per hour
EVALUATION, REVIEW AND SELECTION PROCESS		
EXPERIENCE & REPUTATION	Pages 1 - 3	Pages 9 - 15
QUALIFICATION OF INDIVIDUAL	Pages 1 - 3	Pages 9 - 15
YEARS OF EXPERIENCE	Pages 1 - 3	Pages 9 - 15
ABILITY OF FIRM TO PERFORM SERVICES	Pages 1 - 3	Pages 9 - 15
EXPERIENCE OR SPECIFIC KNOWLEDGE OF THE CITY OF ASBURY PARK		
REFERENCES	Page 7	Page 16
INTERVIEW		
SUBMISSION REQUIREMENTS		
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA	YES	YES
MANDATORY AFFIRMATIVE ACTION LANGUAGE	YES	YES
N.J. ANTI-DISCRIMINATION	YES	YES
AMERICAN WITH DISABILITIES ACT OF 1990	YES	YES
STOCKHOLDER DISCLOSURE CERTIFICATION	YES	YES
NJ BUSINESS REGISTRATION	YES	YES
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	YES	YES
ELECTION CONTRIBUTIONS DISCLOSURE	YES	YES
NON-COLLUSION	YES	YES
W-9 FORM	YES	YES
POLITICAL CONTRIBUTION DISCLOSURE FORM	YES	YES
SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER	YES	YES
ETHICS STATEMENT	YES	NO
NOTES		

MANDATORY MINIMUM REQUIREMENTS	SUBMISSION #3	SUBMISSION #4
NAME OF FIRM	Weiner Law Group LLP	Rainone Coughlin Minchello LLC
ADDRESS	331 Newman Springs Road Bldg 1, 3rd Floor, Suite 136	555 U.S. Highway One South Suite 440
CITY, STATE , ZIP	Red Bank, NJ 07701	Iselin, NJ 08830
TELEPHONE NUMBER	(732) 978 - 1210	(732) 709 - 4182
NAME OF ATTORNEY	Ronald D. Cucchiaro	Louis N. Rainone
EMAIL	rcucchiaro@weiner.law	Lrainone@njrcmlaw.com
EDUCATION	Pages 8 -11	Pages 18 - 35
DATE OF LICENSURE IN NJ	Pages 8 -11	Pages 18 - 35
LISTING OF PROFESSIONAL AFFILIATIONS OR MEMBERSHIPS AND ANY OFFICES HELD	Pages 8 -11	Pages 18 - 35
NUMBER OF LICENSED PROFESSIONAL EMPLOYED & QUALIFICATIONS	Pages 4 - 5	Pages 18 - 35
A LIST OF ALL PREVIOUS PUBLIC SECTOR ENTITIES SERVED	Pages 4 - 5	Page 10
DEMONSTRATE PROVEN RECORD WITH RENT LEVELING, TENANT'S RIGHTS, RENT LEVELING LAWS AND RENTAL ISSUES	Pages 4 -7	Pages 18 - 35
MINIMUM FIVE YEARS EXPERIENCE	Pages 8 -11	Pages 18 - 35
COSTS:	\$150 per hour	\$85 - \$175 per hour
EVALUATION, REVIEW AND SELECTION PROCESS		
EXPERIENCE & REPUTATION	Pages 8 - 11	Pages 18 - 35
QUALIFICATION OF INDIVIDUAL	Pages 8 -11	Pages 18 - 35
YEARS OF EXPERIENCE	Pages 8 - 11	Pages 18 - 35
ABILITY OF FIRM TO PERFORM SERVICES	Pages 8 - 11	Pages 18 - 35
EXPERIENCE OR SPECIFIC KNOWLEDGE OF THE CITY OF ASBURY PARK		
REFERENCES	Pages 6 - 7	Page 11
INTERVIEW		
SUBMISSION REQUIREMENTS		
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA	YES	YES
MANDATORY AFFIRMATIVE ACTION LANGUAGE	YES	YES
N.J. ANTI-DISCRIMINATION	YES	YES
AMERICAN WITH DISABILITIES ACT OF 1990	YES	YES
STOCKHOLDER DISCLOSURE CERTIFICATION	YES	YES
NJ BUSINESS REGISTRATION	YES	YES
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	YES	YES
ELECTION CONTRIBUTIONS DISCLOSURE	YES	YES
NON-COLLUSION	YES	YES
W-9 FORM	YES	YES
POLITICAL CONTRIBUTION DISCLOSURE FORM	YES	YES
SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER	YES	YES
ETHICS STATEMENT	YES	YES
NOTES		



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-263

Resolution authorizing the membership of the Keystone Purchasing Network Cooperative Purchasing Program. Membership is free.



RESOLUTION NO. 2021-263

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

RESOLUTION AUTHORIZING MEMBERSHIP WITH THE KEYSTONE PURCHASING NETWORK COOPERATIVE PURCHASING PROGRAM

WHEREAS, the City of Asbury Park, pursuant to P.L. 2011.c.139; N.J.S.A.40A:11-12 and N.J. A.C. 5:34-7.29 and per Local Finance Notice 2012-10, may by resolution and without advertising for bids, purchase goods under any national and/or regional cooperative entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Asbury Park has the need on a timely basis to purchase goods and services utilizing the Keystone Purchasing Network (KPN) National Cooperative Purchasing Program; and

WHEREAS, the City of Asbury Park, desires to become a member of the KPN National Cooperative Purchasing Program effective immediately and;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey hereby authorizes the Purchasing Agent to purchase certain goods from KPN National Cooperative Purchasing Program for the 2021 calendar year pursuant to all conditions of the individual awarded bids; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-263 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 26th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK

1. The Keystone Purchasing Network (KPN) is a program initiative of the Central Susquehanna Intermediate Unit (CSIU), 90 Lawton Lane, Milton, PA 17847.

KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§1901 et seq., as the same may be amended from time to time (the "Act") for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such eligible organizations are located inside or outside of the Commonwealth of Pennsylvania.

Eligible organizations under the Act include state purchasing agencies, agencies of the United States, political subdivision public authorities, tax-exempt nonprofit educational institutions, tax-exempt nonprofit public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction.

By entering into this Membership Agreement, Member Agency does hereby attest and affirm that it is an eligible organization under the Act.

2. KPN has conducted the steps of bidding and awarding contracts to vendors who are required to offer their best agency discounted prices and most responsible services to KPN members.

3. It is the sole responsibility of each Member Agency to adhere to its state's procurement statutes as they apply to cooperative purchasing or joint power agreements, with in-state and out-of-state public agencies.

4. Membership in KPN is free.

5. In the use of each KPN contract, the Member Agency shall adhere to the terms and conditions of the contract, including without limitation the order placement procedures provided by each official KPN Contract Vendor.

6. It is the sole responsibility of the Member Agency to accept delivery of supplies, construction and/or services, and the Member Agency hereby agrees to make timely payments to each KPN Contract Vendor for supplies, construction and/or services purchased under the KPN program. Under no circumstances shall any other Member Agency or the CSIU be responsible for payments on account of an individual Member Agency's purchases, it being the intent hereof that any such purchases shall constitute the separate agreement of each participating Member Agency with the particular Contract Vendor. Any disputes that may arise between the Member Agency and the KPN Contract Vendor are to be resolved between the Member Agency and the Contract Vendor. The CSIU will endeavor to facilitate a resolution between the Member Agency and the Contract Vendor.

7. The CSIU may make improvements or changes to the KPN program, or terminate the KPN program at any time. The CSIU may modify this Membership Agreement at any time, and such modifications shall be effective immediately upon distribution of the modified agreement. Notification of any such improvements or changes to the KPN program, termination of the KPN program, or modifications to this Membership Agreement may be distributed to Member Agencies via e-mail. Member Agency agrees to review the notices of any improvements, changes or modifications prior to entering into a contract with a Contract Vendor and entry into a contract shall be deemed acceptance of such improvements, changes or modifications. Member Agency may cancel its membership in KPN by providing thirty (30) days prior written notice to the CSIU at the address listed in Section 1 of this Membership Agreement.

8. This Membership Agreement, together with any additional improvements, changes, or modifications referenced in Section 7 hereof constitutes the entire agreement and understanding between the CSIU and the Member Agency. This Membership Agreement shall not be altered, changed or amended by the Member Agency, except by written addendum executed by the CSIU and Member Agency.

9. The Member Agency is not obligated to use KPN contracts or make purchases in order to retain membership.

10. The CSIU will use Membership Agency contact information to announce updates and new opportunities. Occasionally KPN Contract Vendors may contact Member Agencies to announce special discounts. The CSIU will not sell or share contact information with any other third party for commercial purposes unrelated to KPN. The CSIU reserves the right to disclose non-specific aggregate Member Agency information, such as geographic spread of membership and number and types of members to third parties.

11. In no event shall the CSIU be liable for any special, indirect, punitive, incidental, exemplary, reliance or consequential damages or any damages whatsoever resulting from loss of use, business, data or profits, litigation and the like, whether based on breach of contract, tort (including negligence), product liability or otherwise. Any liability of the CSIU under this Membership Agreement shall be limited to direct, actual damages only. Member agency acknowledges that the limitation set forth above are fundamental elements of this membership agreement and KPN would not be provided to Member Agency absent such limitations.

The *KPN staff* is a group of experienced public sector employees of the Central Susquehanna Intermediate Unit in Milton Pennsylvania. They are leaders in educational and government purchasing. As purchasing agents, the group solicits bids, evaluates responses, and recommends awards to the agency's board of directors.

BROWSE CONTRACTS BY CATEGORY:

Facility (/ct/facility/category/)

Technology (/ct/technology/category/)

Supplies (/ct/supplies/category/)

Furniture (/ct/furniture/category/)

Energy (/ct/energy/category/)

Vehicles (/ct/vehicles/category/)

Custodial (/ct/custodial/category/)

Sports (/ct/sports/category/)

Security (/ct/security/category/)

More Stories



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-264

Person to Person Transfer from DB Ventures to Johnny Macs House of Spirits, LLC.



RESOLUTION NO. 2021-264

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

RESOLUTION TO APPROVE PERSON TO PERSON LIQUOR LICENSE TRANSFER FROM DB VENTURES, LLC TO JOHNNY MAC HOUSE OF SPIRITS, LLC (1303-33- 051-009)

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail License Number 1303-33-051-010, heretofore issued to DB Ventures, LLC) for premises at 206-208 Main Street in the City of Asbury Park, New Jersey; and

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

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

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

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park City Council does hereby approve, effective May 26th, 2021, the transfer of the aforesaid Retail License to Johnny Mac House of Spirits, LLC, and does hereby direct the City Clerk to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to Johnny Mac House of Spirits, LLC, effective May 26th, 2021."

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-264 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-265

Resolution Rescinding Resolution #2021-153 Approving Payments to Wakefern Food Corporation and Approving Funds to Fulfill Food Bank.

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RESOLUTION NO. 2021-265

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

RESOLUTION RESCINDING PAYMENTS TO WAKEFERN FOOD CORPORATION AND APPROVING FUNDS TO FULFILL FOODBANK OF MONMOUTH AND OCEAN COUNTY.

WHEREAS, on March 24th 2021 the City of Asbury Park City Council Approved Resolution 2021-153 authorizing the payment to Wakefern Food Corporation for the purchase of monetary cards for the City's Food Assistance Program through the Community Development Block Grant (CDBG-CV) Cares Act Funds.

WHEREAS, the City is rescinding Resolution 2021-153 for Wakefern Food Corporation due to regulations and compliance with guidelines of the community development block grant; and

WHEREAS, the City will continue its efforts by providing a food service program to Asbury Park residents; and

WHEREAS, the City of Asbury Park has agreed to provide funds to Fulfill to purchase foods to be distributed to the pantries and for the Senior Meals on Wheels program for Asbury Park residents with Community Development Block Grant funds; and

WHEREAS, Fulfill will receive payment in the amount of \$55,000 for the purchase and distribution of emergency food assistance in response to residents affected by COVID-19; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-79-850-850-003 of the official budget to which the purchase will be officially charged.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council rescinds resolution #2021-153 and approves the payment of \$55,000 to Fulfill.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-265 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-266

Approving \$20,000 for the distribution of emergency food (CDBG-CV Funds)



RESOLUTION NO. 2021-266

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

RESOLUTION APPROVING FUNDS TO INTERFAITH NEIGHBORS FOR EMERGENCY FOOD ASSISTANCE FOR RESIDENTS OF ASBURY PARK

WHEREAS, the City will continue its efforts by providing a food service program to Asbury Park residents; and

WHEREAS, the City of Asbury Park has agreed to provide funds to Interfaith Neighbors to purchase foods to be distributed to the pantries and for the Senior Meals on Wheels program for Asbury Park residents with Community Development Block Grant funds; and

WHEREAS, Interfaith Neighbors will receive payment in the amount of \$20,000 for the purchase and distribution of emergency food assistance in response to residents affected by COVID-19; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-79-850-850-003 of the official budget to which the purchase will be officially charged.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council and approves the payment of \$20,000 to Interfaith Neighbors.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-266 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-267

\$2500 Grants to Eligible Asbury Park Small Businesses



RESOLUTION NO. 2021-267

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

RESOLUTION AUTHORIZING GRANT FUNDING FOR ASBURY PARK SMALL BUSINESSES THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/CV) CARES ACT FUNDS

WHEREAS, the City of Asbury Park received \$535,800 in supplemental CDBG-CV funding to Support the Coronavirus Response; and

WHEREAS, the CDBG-CV funding is in response to the COVID-19 Pandemic; and

WHEREAS, the City of Asbury Park will use Community Development Block Grant (CDBG-CV) funds to prepare, prevent for and respond to coronavirus by providing Small Business Grants; and

WHEREAS, the City has allocated \$58, 869 towards the Small Business Grant Program for eligible businesses; and

WHEREAS, eligible businesses will receive a \$2500 grant while funding is available, through CDBG/CV funds; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account # T-17-79-850-850-004 of the official budget to which the grants will be officially charged.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$58,869, for the Small Business Grant Program for Asbury Park Small Businesses.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-267 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-268

Resolution Authorizing a Substantial Amendment to the City's Community Development Block Grant (CDBG) Annual Action Plan Fiscal Year 2021



RESOLUTION NO. 2021-268

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

RESOLUTION AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN FISCAL YEAR 2021

WHEREAS, the Department of Community Development is proposing to amend its Fiscal Year 2021 Annual Action Plan that was adopted on May 12th, 2021; and

WHEREAS, HUD requires the City to submit an Annual Action Plan each year, identifying the activities it intends to undertake to address the priorities and specific objectives for housing and community development; and

WHEREAS, the City must hold a public comment period to obtain citizen input on any proposed changes in projects or funding allocations contained in the Action Plan, whenever the proposed changes meet the definition of a Substantial Amendment as outlined in the Citizen Participation Plan; and

WHEREAS, City staff has identified the Community Development Block Grant (CDBG) projects and the substantial amendment amount will be allocated to an existing project; and

WHEREAS, HUD required the City to hold a 3-day public comment period which started on May 20th, 2021 and ended on May 24th 2021. The City didn't receive any comments from the public during this time period; and

WHEREAS, the substantial amount of \$6,057 for FY-2021 will be added to the current FY-2021 grant amount of \$410,994; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the Substantial Amendment to the Community Development Block Grant Annual Action Plan for Fiscal Year 2021.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-268 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-269

Resolution to display the LGBTQ Pride Flag at City Hall.



RESOLUTION NO. 2021-269

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

RESOLUTION AUTHORIZING THE DISPLAY OF AN ORGANIZATIONAL FLAG (CELEBRATING LGBTQ PRIDE MONTH) ON A CITY FLAGPOLE

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2021-240 on May 12, 2021, which established a Flag Flying Policy (the “Flag Flying Policy”) relating to the display of commemorative or organizational flags on City flagpoles; and

WHEREAS, pursuant to the Flag Flying Policy, the City Manager has received a request from Garden State Equality for the display of a rainbow “Pride” flag (the “LGBTQ Pride flag”) which is symbolic of the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Community, during the month of June, 2021, in support of LGBTQ Pride Month; and

WHEREAS, LGBTQ Pride Month (celebrated annually in June) commemorates years of struggle for civil rights and the ongoing pursuit of equal justice under the law for the LGBTQ Community, as well as the impact that LGBTQ individuals have had on history locally, nationally and internationally; and

WHEREAS, the within request proposes that the LGBTQ Pride flag be displayed at the City Hall complex on a separate flagpole from that on which the American Flag is displayed during the month of June, 2021; and

WHEREAS, the Mayor and Council are supportive of this request, and wish to authorize the display of the LGBTQ Pride flag at the City Hall complex, for the time period indicated, on a separate flagpole from that on which the American Flag is displayed and in accordance with all other requirements of the Flag Flying Policy, as an expression of the City Council’s official sentiments in support of the LGBTQ Community; and

WHEREAS, the Mayor and Council’s determination in this regard shall constitute the City Council’s own government speech.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. That the Mayor and Council hereby authorize the display of the LGBTQ Pride flag at the City Hall Complex during the month of June, 2021, in honor of LGBTQ Pride Month and in support of the LGBTQ Community.
2. That the aforementioned flag shall be displayed in accordance with all of the requirements set forth in the City's official Flag Flying Policy, which was adopted per Resolution No. 2021-240, as referenced above.
3. That the display of the LGBTQ Pride flag shall represent government speech by the Mayor and Council.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Garden State Equality;
 - b. Donna M. Vieiro, City Manager; and
 - c. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-269 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK

From: Amy Quinn [<mailto:amy.quinn@cityofasburypark.com>]
Sent: Wednesday, May 19, 2021 1:23 PM
To: Christian Fuscarino <fuscarino@gardenstateequality.org>; Frederick C. Raffetto <fcr@ansellgrimm.com>; Mike Manzella <michael.manzella@cityofasburypark.com>
Cc: Amy Quinn <amy.quinn@cityofasburypark.com>; Donna Vieiro <Donna.Vieiro@cityofasburypark.com>; John Moor <john.moor@cityofasburypark.com>; yvonne.clayton <yvonne.clayton@cityofasburypark.com>; Eileen Chapman <eileen.chapman@cityofasburypark.com>; jesse. kendle <jesse.kendle@cityofasburypark.com>
Subject: Re: Request for Rainbow Flag Raising

Christian

Thanks for the request. Would you have flag we can borrow and what size is the City looking for?

Fred: This request has to go on the agenda for the Council meeting next week since it is the last meeting before June.

On Wed, May 19, 2021 at 1:16 PM Christian Fuscarino <fuscarino@gardenstateequality.org> wrote:
Hello,

I am writing to formally request the raising of a progressive pride flag in the City of Asbury Park for the month of June. Please find attached a formal request.

Thank you,

Christian

--
Christian Fuscarino
Executive Director
Garden State Equality
he/him/his



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-270

Rooftop deck at Berkeley Carteret Hotel project - Conceptual approval by Municipal Council and referral to Planning Board for site plan review



RESOLUTION NO. 2021-270

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING CONCEPTUAL APPROVAL FOR A ROOF TOP DECK TO 1401 OCEAN AVENUE, LLC, AS SUBSEQUENT DEVELOPER; AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS.

WHEREAS, on June 5, 2020, the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the “**Redevelopment Plan**”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk); and

WHEREAS, the City Council on June 14, 2018 amended the Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permits a developer other than the Master Developer to enter into a subsequent redeveloper’s agreement with the city; and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City’s Governing Body acting as a redevelopment entity pursuant to N.J.S.A. 40A:12A-4 must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS, the City by resolution has designated 1401 Ocean Avenue, LLC, with offices at 1401 Ocean Avenue Asbury Park, New Jersey 07112, (the “**Entity**”) as a Subsequent Developer and authorized the execution of a Subsequent Developer Agreement between the City, Master Developer, and the Entity, which agreement is annexed hereto as Exhibit “A”; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to construct a Roof Top Deck on the southeast portion of the roof of the Berkeley Oceanfront Hotel (the “**Project**”) on a portion of the property identified as Block 4204, Lot 1on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”); and

WHEREAS, the City's Technical Review Committee (the "**TRC**") and Director of Planning and Redevelopment reviewed the Project at a meeting held on March 10, 2020 and issued a report dated May 5, 2020 as Exhibit "B"; and

WHEREAS, the Entity presented the Project and reviewed the plans with the Mayor and Council at the workshop session of July 22, 2020; and

WHEREAS, the Mayor and City Council, acting as the city's Redevelopment Entity, wishes to set forth its conceptual approval for the Entity's Project, and to refer the matter to the Planning Board for appropriate approvals, including, but not limited to Preliminary and Final Site Plan approvals and considerations of the recommendation of the TRC in its memo of May 5, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.
2. The Project is hereby granted conceptual approval and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.
3. The Mayor and Council, recommend that the Planning Board take into regard the site recommendations of the TRC.
4. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-270 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

EXHIBIT B

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

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



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

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

Technical Review Committee

To: Mayor and Municipal Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Esq., Redevelopment Counsel
George McGill, Esquire, Attorney for applicant 1401 Ocean Avenue, LLC

Date: May 5, 2020

Re: TRC Review- March 10, 2020 meeting
Block 4204 Lot 1
1401 Ocean Avenue
Asbury Park, New Jersey
SITE PLAN CONCEPTUAL REVIEW

The Berkley Carteret Hotel submitted a proposal to expand the hotel use to the roof of the hotel building. The TRC met on March 10, 2020 and the applicant was represented by Daniel Condatore, RA, architect, Norman Dotti, PE, acoustic engineer and Albert Faks, representative of the Hotel.

The Berkley Carteret hotel would like to have a roof deck open to the public for weddings, receptions, private social gatherings, and for a general bar/lounge area when not rented for private parties. Currently guests are permitted to go up on the roof area to watch sunsets, but there is no furniture on it. There is currently a 42-inch-high parapet wall and four-foot-high glass wall for safety.

Seven thousand five hundred (7500) square feet of space along the southwest portion of the roof is proposed for occupancy and includes a new unisex bathroom in an existing rooftop structure and a bar, removable tables and chairs. An 8-foot-high modular sound wall is proposed. The whole roof will not be utilized for gathering space. The maximum occupancy load on the roof is 150 people. Food will not be served except for special events. A 12-person capacity bar is proposed. There will not be heaters on the roof area. There is no proposal for shade structures or umbrellas. Utilities are segregated from the public access area. Refuse and recycling will be in wind resistant containers.

The applicant agreed to greening/planting the portion of the roof not to be used for the deck. The TRC requested that the plants not be in planters, but be part of a more integrated system of continuous (to the greatest extent possible) of planting medium with irrigation.

A sound engineer testified that the placement of the speakers and the sound wall would mitigate the sounds on the roof. There will be live music and pre-recorded music can be piped through multiple small speakers. All music will be regulated by the sound engineer. Only the sound engineer would have the capability to regulate the sound volume, not hotel staff or DJ. through a programmable volume limiter. The volume limiter would be part of the hotel sound system, and management would require all performers to run their sound through the "house" system in order to ensure control of sound volume. No sound equipment for individual performers, separate from the house system, would be permitted. The TRC asked for a detail of the sound wall and for objective data from the acoustics expert/engineer to verify the anticipated performance of the wall in the mitigation of unwanted sound.

Proposed lighting is pole mounted, but a detail lighting plan has not been developed yet. The applicant's architect agreed to develop a plan that would utilize the lowest fixture heights that are reasonably possible and to shield light sources that could result in glare. TRC requested no lighting spillage.

It was suggested that the applicant contact the State Historic Preservation Office to ensure their proposal is in compliance with the historic designation.

The TRC gave a conditional approval in which a sound study must be submitted and a detail of the sound wall to the municipal council.

EXHIBIT A

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK,

AS REDEVELOPMENT ENTITY,

ASBURY PARTNERS, LLC, AS MASTER DEVELOPER

AND

1401 OCEAN AVENUE, LLC, AS SUBSEQUENT

DEVELOPER

Dated: ____, 2021

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this ____ day of _____, 2021 by and between

THE MAYOR AND CITY COUNCIL (together, the "Governing Body") OF THE CITY OF ASBURY PARK (the "City"), in its capacity as a "redevelopment entity" pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the "Master Developer"), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns; and

1401 OCEAN AVENUE, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF with principal offices located at 1401 Ocean Avenue, Asbury Park, NJ, 07712 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the "Entity") (each, a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan," a copy of which is on file with the City Clerk) with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a "block-by-block" basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may undertake itself, or through agreements with selected subsequent developers on a "block-by-block" basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement" (the "First Amendment" and the "Amended and Restated Redeveloper and Land Disposition Agreement" together shall be referred to as the "Redeveloper Agreement," a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, "any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan" may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the "Application"), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to construct a roof top deck atop the existing Berkeley Oceanfront Hotel, an Historic 1920s hotel that was renovated in 1984 and has remained in operation (the "Roof Top Deck"). The proposed Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southeast st portion of the roof holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12 person bar, with removable tables and chairs, and an 8-foot-high modular sound wall in accordance with the project description and architectural plans attached as Exhibit "A" ("Project Description") and the approval by the City's Planning Board to be obtained (the "Project") on property identified as Block 4204, Lot 1 on the tax maps of the City and located at 1401 Ocean Avenue in the Redevelopment Area (the "Project Site") and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, recognizing the importance of maintaining the quality of life in the area of the Project, and the continued enjoyment of nearby residents, free of unreasonable interference from open air rooftop sound systems, the parties have agreed to certain Acoustical Provisions, as more fully set forth in Exhibit "C"; and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as

described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project, and

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below within this Agreement or within the Exhibits attached hereto. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation." The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, conditioned or unduly delayed," except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

"Acoustical Provisions" shall have the meaning as set forth within Exhibit "C".

"Act" shall be defined as set forth in the preamble.

"Applicable Laws" shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including those construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

"Application" shall be defined as set forth in the preamble.

"Applications for Governmental Approvals" shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

"Building Permit" shall mean a building permit issued by or on behalf of the City.

"Certificate of Completion" shall mean the Certificate of Completion as set forth in Section 4.06.

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and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

"Infrastructure Ordinance" shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

"Institution" shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee's welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc., funded in whole or in part by iStar Inc., is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

"Land Use Law" shall mean N.J.S.A. 40:55D-1 et seq.

"Local Workforce Requirements" shall have the meaning set forth in Section 3.03(k).

"Master Developer" shall be defined as set forth in the preamble.

"Mortgage" shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

"Original Infrastructure Ordinance" shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

"Outside Approvals Date" shall be defined as set forth in Section 5.03 of this Subsequent Developer Agreement.

"Parties" shall be defined as set forth in the preamble.

"Permitted Mortgage" shall mean an Institution which holds a Mortgage on the Project Site.

"Planning Board" shall mean the planning board of the City established pursuant to N.J.S.A. 40:55D-23.

"Plans" shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. "Plans" shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

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"Certificate of Occupancy" shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

"City" shall be defined as set forth in the preamble.

"Commencement of Construction" and "Commence Construction" shall mean any activity associated with construction of the Project on the Project Site.

"Completion of Construction" and "Complete Construction" shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items.

"Declaration of Covenants and Restrictions" shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit "D", intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

"Effective Date" shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

"Entity" shall be 1401 Ocean Avenue, LLC.

"Event of Default" shall be as set forth in Article 6 of this Subsequent Developer Agreement.

"Event of Force Majeure" shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party's reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

"Final Site Plan" shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City's Planning Board in accordance with the Land Use Law.

"Governing Body" shall be defined as set forth in the preamble.

"Governmental Approvals" shall mean all government permits, licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government

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"Project" shall be defined as set forth Exhibit "A".

"Project Schedule" shall be as set forth in Exhibit "B".

"Project Site" shall be as set forth in the preamble.

"Project Documents" shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

"Redeveloper Agreement" shall be defined as set forth in the preamble.

"Redevelopment Area" shall be defined as set forth in the preamble.

"Redevelopment Entity" shall mean the City's Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

"Redevelopment Plan" shall be defined as set forth in the preamble.

"State" shall mean the State of New Jersey.

"Subsequent Developer" shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

"Subsequent Developer Agreement" shall mean this agreement by and between the City and the Entity.

"Transfers" shall be as set forth in Section 6.03 of this Subsequent Developer Agreement.

"Workforce Information Session" shall be as set forth in Section 3.03(k)iii of this Subsequent Developer Agreement.

ARTICLE 1 DESIGNATION AS SUBSEQUENT DEVELOPER

1.01 Designation of Subsequent Developer: On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the occurrence of the first of the following (i) upon the arrival of the "Outside Approvals Date," without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.03 hereof are not satisfied on or before such date); (ii)

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upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) upon an Event of Default, pursuant to the terms in Article 7.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer:

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

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and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City:

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City may agree to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer:

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

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(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "Original Infrastructure Ordinance"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "Infrastructure Ordinance"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity: The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder

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(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with this Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in

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accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(k) **Opportunities for Local Residents Construction.** In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section) to meet the following local workforce requirements (collectively "**Local Workforce Requirements**"):

- i. Establish 2 Apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the food/beverage/entertainment field ("**Apprenticeships**"). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.

Good Faith Efforts to meet the Workforce Requirements shall include the following actions identified in (i) through (iii):

- ii. At least thirty (30) days prior to the Commencement of Operation of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Operation.
- iii. Entity shall hold a Workforce Information Session (the "**Workforce Information Session**") for City residents at a location within the City of Asbury Park the Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of Apprenticeships available. At least ten (10) days prior to holding the Workforce Information Session, the Entity shall notify the City Manager and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, Monmouth County Workforce Investment Board (WIB), and the Career Center at Brookdale Community College of the need to attract Local Labor, and provide a copy of the advertisement. The Entity shall request that the schools display the advertisement and solicit resumes from interested students.
- iv. The Entity shall provide to the City Manager, within thirty (30) days after the Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a list of resumes and/or inquiries received from local residents. At the time that the Entity requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager in accordance with Section 4.05.

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(o) Recognizing the importance of maintaining the quality of life in the area, and the continued peaceful enjoyment of adjoining properties, the Entity shall comply at all times with the City of Asbury Park Municipal Code Section 3.9, "Noise." Should the Entity plead nolo contendere, plead guilty or be convicted of three (3) violations of said noise control provisions, occurring during any calendar year, the authorization to operate the sound/audio system on the Hotel roof top shall cease. The resumption of the sound/audio system shall not resume until the Entity has submitted to the Mayor and City Council a report of a professional noise control consultant identifying a plan to assure compliance with the Municipal Code Section 3.9, the commitment by the Entity to implement the plan and the approval of the Mayor and City Council to resume the use of the sound/audio system. This covenant shall survive the issuance of a Certificate of Completion and run with the land.

3.04 Effect of Covenants:

(a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03 shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01a and Section 3.01b, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer, their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer: In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants: With respect to the Project, but for the covenants set forth in Section 3.03, which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect

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Compliance

- i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000 for each Apprentice position it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.

- ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in items (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no payment shall be due, and the Entity shall be deemed to have complied with this Section 3.03 for the purposes of the issuance of a Certificate of Completion.

(k) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

(l) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(m) The Entity shall record the Declaration of Covenants Restrictions in the office of the Monmouth County Clerk.

(n) The Entity shall indemnify the City as set forth in Section 8.10 hereof.

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upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 Scope of Project: It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description annexed as Exhibit "A," and the Project Schedule annexed hereto as Exhibit "B", and the Acoustical Provision annexed hereto as Exhibit "C", and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval, however no changes may be made to the provisions of Exhibit "C" (Acoustical Provisions), without the prior written approval of the City Council, which approval shall not be unreasonably delayed, conditioned or denied.

4.02 Amendments to Application: The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site: Within 60 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines: With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) **Commencement of Construction for the Project.** No later than 180 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, the Entity shall Commence Construction with respect to the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) **Completion of Construction for the Project.** Not later than two years after receipt of Building Permits and all other required Governmental Approvals authorizing the

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Commencement of Construction of the Project, the Entity shall Complete Construction with respect to the Project.

4.05 Progress Reports: (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (k), (l), and (m); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the apprenticeships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions: Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion: (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of the final Certificates of Occupancy for the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 and the provisions of the Acoustical Provisions set forth in Exhibit "C", which shall survive the termination of this Subsequent Developer Agreement, with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of

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members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers: Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity's obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement: The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the "Transfers") of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein, without the prior written approval of the City, except as provided below, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers: (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project and (iii) any lease or occupancy agreement(s) for all or portions of the Project Site.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development: Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity: In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this

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Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees: The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

4.09 Offsite Payments: Pursuant to the Original Infrastructure Ordinance, as amended, including on June 13, 2018, by the Infrastructure Ordinance, the City may impose a special assessment on the parcels within the Redevelopment Area for the cost of various infrastructure improvements previously developed, financed, and constructed, or to be developed, financed, and constructed, by Master Developer within the Redevelopment Area. Based on the representations of the Subsequent Developer, regarding the nature of the Project, the City understands that the Project (i) is limited in size, scope, and cost, and (ii) will have de minimus, if any, impact on the infrastructure installed and to be installed in the Redevelopment Area. Based on these factors, the City has determined, and the Master Developer concurs, not to impose a special assessment on the Property as a result of the Project, but reserves the right to impose a special assessment on the Property for future projects at a later date in accordance with the Infrastructure Ordinance.

ARTICLE 5

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity: Prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term "owners" is defined to include the interests of the

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Subsequent Developer Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6

DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement: This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date:

(a) Entity has obtained all Governmental Approvals.

6.02 City Defaults: The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults: Any one or more of the following shall constitute an Event of Default by the Entity:

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to comply with the Acoustical Provisions set forth in Exhibit "C" or failure to meet the milestones in Section 4.04 and Section 4.05 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b)(i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have

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been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

(e) The Entity or its successor fails to comply with the Acoustical Provisions set forth on Exhibit "C" attached hereto.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity:

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of

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Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MISCELLANEOUS

8.01 Conflict with Redeveloper Agreement: To the extent that the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City of the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

8.02 No Consideration for Agreement: The Entity warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Subsequent Developer Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement.

8.03 Non-Liability of Officials and Employees: No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

8.04 Inspection of Books and Records:

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

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the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement. In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(c) Remedies of the Entity upon Event of Default: Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.05 Restoration of Status: In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.06 Failure or Delay by Any Party: Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.07 Remedies Cumulative: No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan: The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the

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8.05 Modification of Agreement: No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

8.06 Recitals: The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

8.07 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

8.08 Title of Articles and Sections: The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.09 Severability: The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

8.10 Indemnification: The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

8.11 Governing Law: The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8.12 Waiver of Jury Trial: The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

8.13 Notices: Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery.

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The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

8.14 Condemnation: The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent.

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

Attest: **THE CITY OF ASBURY PARK**

By: _____ By: _____
Melody Hartsgrove, City Clerk Mayor, John Moor

Date: _____, 2021

1401 OCEAN AVENUE, LLC

Witness: By: _____
Managing Member

ASBURY PARTNERS, LLC

By: _____

Date: _____, 2021

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EXHIBIT "B" **PROJECT SCHEDULE**

The Subsequent Developer Agreement contains an anticipated approval/construction timeframe. The Subsequent Developer will comply with the timeframes set forth in the Subsequent Developer Agreement. Anticipated timeframes associated with the approval/construction process include the following:

Anticipated submission to Asbury Park Planning Board:	Within 60 days of Subsequent Developer appointment and full execution of the Subsequent Developer Agreement by all parties.
Anticipated Public Hearing before the Asbury Park Planning Board:	Special meeting to be requested within 5 business days of submission of Planning Board Application.
Anticipated Planning Board Adjudication of the matter:	Within 60 days of Planning Board Application being deemed complete.
Anticipated Planning Board adoption of Resolution and expiration of any applicable appeal period:	45 days after proposed Notice of Approval by the Planning Board is published.
Anticipated commencement of construction:	Within 7 months of Approval and full execution of Subsequent Developer Agreement.
Anticipated project completion date:	The outside project completion date is no later than 12 months after Planning Board Approval

NOTE: Nothing contained herein is designed or intended to supersede the timeframes referenced or otherwise memorialized in the Subsequent Developer Agreement.

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EXHIBIT "A" **PROJECT DESCRIPTION**

The Project consists of the construction of an outdoor roof top deck atop the existing Berkeley Oceanfront Hotel, an Historic 1920s hotel that was renovated in 1984 and has remained in operation (the "Roof Top Deck"). The Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southeast portion of the roof, holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12-person bar, with removable tables and chairs, and an 8-foot-high modular sound wall in accordance with the Project Description and architectural plans prepared by MODE and dated June 1, 2019, attached hereto as a component of Exhibit "A" ("Project Description") and in strict compliance with the requirements and provisions of the Acoustical Provisions set forth in Exhibit "C".

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EXHIBIT "C" **ACOUSTICAL PROVISIONS**

Introduction:

Recognizing the need to protect the public health, safety and welfare of the general public and particularly the importance of maintaining the quality of life in the area of the Project, and the continued enjoyment of the area by nearby residents and visitors, free of unreasonable interference from open air rooftop sound systems, multiple evaluations have been undertaken by acoustical consultants. The findings of said evaluations have been submitted in the following reports, all of which are on file in the offices of the Department of Planning and Redevelopment of the City of Asbury Park:

- o Russell Acoustics, LLC, dated July 16, 2020;
- o Russell Acoustics, LLC, dated January 29, 2021; and
- o City Lewis S. Goodfriend & Associates, dated April 1, 2021 (collectively, the "Acoustics Reports")

The City wishes to undertake a pilot program for the 2021 season in order to evaluate the impacts of the proposed outdoor rooftop deck sound system, as it is further described herein (the "Sound System"), on the nearby receptors. The City approves the installation and operation of the Sound Systems, subject to compliance with the conditions set forth below which shall only apply to the operation of the Sound Systems and shall not otherwise limit the operation by the Entity of the other features of the Roof Top Deck, as that term is defined in the Agreement:

1. Construction Requirements.

- a. Construct a sound barrier around the Roof Top Deck a.) with a height of 2.44 meters (8 ft.) along the north edge of the roof constructed of Kinetics Noise Control "Noiseblock" barrier wall systems, or equal approved by the City Manager. The barrier must have minimum acoustical ratings of an STC-43 and a NRC 1.0. b.) with a height of 1.68 meters (5.5 ft) (above the parapet), along the east, south and west edges of the Roof Top Deck, constructed of plexiglass.
- b. A minimum of seventeen (17) sound systems Bose 302A indoor/outdoor speakers, which shall include programable noise limiters.

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- c. The orientation and location of said speakers shall be as set forth on the Berkley Oceanfront Rooftop Patio Speaker Layout & Orientation, attached hereto as Figure 1.

2. Operational Requirements.

- a. Only "soft background music" shall be permitted. Small, live musical ensembles are also permitted for private parties, but concerts are prohibited. Music and/or performances shall not be advertised.
- b. The speakers shall only be operated with the activation of programmable limiters to prevent the sound level from being turned up above the set maximum.

3. Performance Test.

The Entity shall perform octave band sound pressure levels and A-weighted sound levels (dB(A)) measurements at the neighboring residential properties to the Berkeley Oceanfront Hotel during the nighttime hours (after 10:00 PM), with the bar area of the Roof Top Deck fully occupied and the music playing. A written report of the results shall be submitted and will be compared to the A-weighted and octave band nighttime limits of the City and NJDEP noise regulations. If it is determined, as a result the Performance Test that the plexiglass barriers are not effective, then the Entity shall install such other barrier as determined necessary by the acoustical engineer retained by the City.

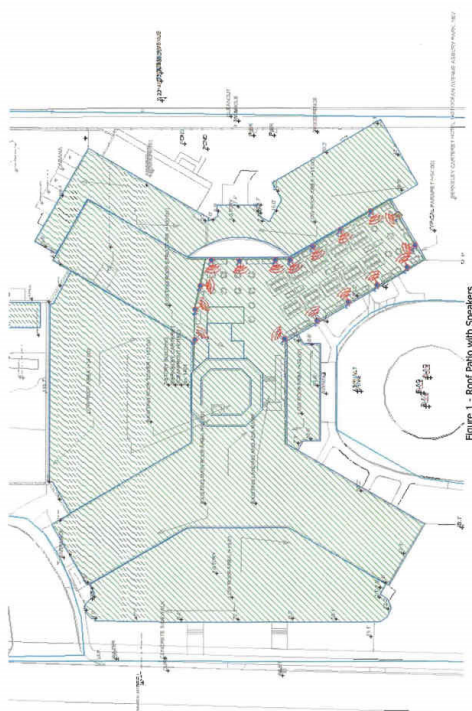
4. Annual Review and Approval.

The approval to install and operate the rooftop sound system as described above shall expire on December 31, 2021, and thereafter, the approval to operate shall be subject to annual review. Upon the submission of an application to the City to renew the approval, the City will consider the renewal of the operation of the Sound System for an additional year. In order to qualify for such a renewal, the Entity must establish, to the satisfaction of the Mayor and City Council of the City of Asbury Park, that the operation of the Sound System will not be detrimental to the public health, safety and welfare, and that it will not impair the quality of life of nearby receptors; however, approval to operate for an additional year will not be unreasonably delayed, denied or conditioned.

5. Community Meeting.

The Entity shall diligently advertise and conduct a community meeting to receive comments and questions from the public regarding the operation of the Sound System within twenty (20) days after the request by the City Manager to conduct such a meeting. The community meeting, which may be held virtually, shall be held after not less than ten (10) days prior public notice and at a time and

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place convenient for the public to participate.

6. Cumulative Compliance.

The Acoustical Provisions contained in this Exhibit C shall apply in addition to, and not in lieu of, such ordinances of the City of Asbury Park that may apply to any aspect of the operation of the Roof Top Deck.

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EXHIBIT "D"

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration"), is made this _____ day of _____, 2021, by 1401 Ocean Avenue LLC, having its office at _____ (the "Entity")

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the "City") acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment

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it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; **and**

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or the Entity wishing to redevelop a property as a subsequent developer; **and**

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; **and**

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; **and**

WHEREAS, the Entity is the owner of property identified as Block 4204, Lot 1 (the “Property”) on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”) and intends to construct a roof top deck atop the existing Berkeley Oceanfront Hotel (the “**Roof Top Deck**”). The proposed Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southwest portion of the roof holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12-person bar, with removable tables and chairs, and an 8-foot-high modular sound wall (the “**Project**”); **and**

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permitted in accordance with the Subsequent Developer Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

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WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; **and**

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); **and**

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity’s Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

- (a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.
- (b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise

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(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(k) **Opportunities for Local Residents** The Entity shall make available two apprenticeship’s per season in the field of Food and Beverage Industry as set forth in the Subsequent Developer Agreement, to encourage local resident participation in the operation of the Project.

(l) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(m) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(n) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(o) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(p) Recognizing the importance of maintaining the quality of life in the area, and the continued peaceful enjoyment of adjoining properties, the Entity shall comply at all times with the City of Asbury Park Municipal Code Section 3.9, “Noise”. Should the Entity plead nolo contendere, plead guilty or be convicted of three (3) violations of said noise control provisions, occurring during any calendar year, the authorization to operate the sound/audio system on the Hotel roof top shall cease. The resumption of the sound/audio system shall not resume until the Entity has submitted to the Mayor and City Council a report of a professional noise control

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consultant identifying a plan to assure compliance with the Municipal Code Section 3.9, the commitment by the Entity to implement the plan and the approval of the Mayor and City Council to resume the use of the sound/audio system.

(q) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4204, Lots 1 (the "Property") on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit "A" [to provide legal description].

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions

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hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer

Agreement against the Entity.

1401 Ocean Avenue, LLC

_____, Managing Member

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STATE OF NEW JERSEY :

:ss:

COUNTY OF _____:

BE IT REMEMBERED, that on this __ day of _____, 2021 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of 1401 Ocean Avenue LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-271

**A Resolution Supporting Pending Legislation (S-2963) Which Would
Authorize the Creation of Local Civilian Review Boards
To Review Police Operations and Conduct.**



RESOLUTION NO. 2021-271

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

A RESOLUTION SUPPORTING PENDING LEGISLATION (S-2963) WHICH WOULD AUTHORIZE THE CREATION OF LOCAL CIVILIAN REVIEW BOARDS TO REVIEW POLICE OPERATIONS AND CONDUCT.

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) previously adopted Resolutions which established an ad hoc advisory Committee known as the “Equity Committee” in order to review the Asbury Park Police Department’s policies and procedures relating to police enforcement and discrimination, and to make findings as to the effectiveness and fairness of such policies and procedures, and to recommend proposed reforms, if necessary, and to report back to the City Council as a whole; and

WHEREAS, to achieve its goals, the Equity Committee met bi-weekly over the course of approximately six (6) months and also hosted three (3) community meetings to solicit input and review pertinent data/materials in order to prepare a report containing its findings and recommendations to the Mayor and Council; and

WHEREAS, during the course of the Equity Committee’s work, it became clear to the Committee that there exist issues of trust between the community and the Asbury Park Police Department (the “APPD”); and

WHEREAS, the Equity Committee recognized that race and policing is a sensitive issue that must be addressed for the long-term health and wellbeing of the City; and

WHEREAS, with that in mind, the Equity Committee has made a series of recommendations to the Mayor and Council in an effort to foster community engagement and more positive contact/trust between the members of the community and the members of the APPD; and

WHEREAS, on May 12, 2021, the Co-Chairs of the Equity Committee presented the findings and recommendations of the Committee to the Mayor and Council during the public portion of the City’s Council meeting; and

WHEREAS, these proposed findings and recommendations are set forth in more detail in a written report which was filed with the Asbury Park City Clerk dated April, 2021; and

WHEREAS, among other things, the Equity Committee has determined that it is

important to review certain bills which are currently pending before the New Jersey State Legislature, specifically including S-2963, which would authorize the creation of local civilian review boards to review police operations and conduct; and

WHEREAS, the Mayor and Council of the City believe that civilian review boards would serve to foster transparency, fairness and equality in policing practices and policies, which in turn will help to promote positive relations between the police and the local communities they serve; and

WHEREAS, the Mayor and Council also believe that the creation of local civilian review boards will serve to foster the promotion of accountability and trust within the communities served; and

WHEREAS, with the above considerations in mind, the Mayor and Council wish to formally support S-2963, and to urge the New Jersey State Legislature to approve this pending legislation as soon as possible.

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

1. That the Governing Body of the City of Asbury Park does hereby support the passage and enactment of S-2963, which would authorize the creation of local civilian review boards to review police operations and conduct, and hereby urges the New Jersey State Legislature to approve said legislation as soon as possible.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Governor Phil Murphy;
 - b. Senate President Stephen M. Sweeney;
 - c. Speaker of the General Assembly Craig Coughlin;
 - d. Senator Vin Gopal;
 - e. Assemblywoman Joann Downey;
 - f. Assemblyman Eric Houghtaling;
 - g. New Jersey League of Municipalities;
 - h. Donna M. Vieiro, City Manager;
 - i. Michael J. Manzella, Deputy City Manager; and
 - j. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-271 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-272

A Resolution Supporting Pending Legislation (S-685)



RESOLUTION NO. 2021-272

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

A RESOLUTION SUPPORTING PENDING LEGISLATION (S-685) WHICH WOULD PERMIT MUNICIPAL, COUNTY AND REGIONAL POLICE AND FIRE FORCES TO ESTABLISH A FIVE-YEAR RESIDENCY REQUIREMENT FOR POLICE AND FIREFIGHTERS

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) previously adopted Resolutions which established an ad hoc advisory Committee known as the “Equity Committee” in order to review the Asbury Park Police Department’s policies and procedures relating to police enforcement and discrimination, and to make findings as to the effectiveness and fairness of such policies and procedures, and to recommend proposed reforms, if necessary, and to report back to the City Council as a whole; and

WHEREAS, to achieve its goals, the Equity Committee met bi-weekly over the course of approximately six (6) months and also hosted three (3) community meetings to solicit input and review pertinent data/materials in order to prepare a report containing its findings and recommendations to the Mayor and Council; and

WHEREAS, during the course of the Equity Committee’s work, it became clear to the Committee that there exist issues of trust between the community and the Asbury Park Police Department (the “APPD”); and

WHEREAS, the Equity Committee recognized that race and policing is a sensitive issue that must be addressed for the long-term health and wellbeing of the City; and

WHEREAS, with that in mind, the Equity Committee has made a series of recommendations to the Mayor and Council in an effort to foster community engagement and more positive contact/trust between the members of the community and the members of the APPD; and

WHEREAS, on May 12, 2021, the Co-Chairs of the Equity Committee presented the findings and recommendations of the Committee to the Mayor and Council during the public portion of the City’s Council meeting; and

WHEREAS, these proposed findings and recommendations are set forth in more detail

in a written report which was filed with the Asbury Park City Clerk dated April, 2021; and

WHEREAS, among other things, the Equity Committee has determined that it is important to review certain bills which are currently pending before the New Jersey State Legislature, specifically including S-685, which would permit municipal, county and regional police and fire forces to establish a five-year residency requirement for police and firefighters; and

WHEREAS, the Equity Committee believes that requiring police officers and firefighters to reside within the communities they serve will foster familiarity and trust, which will serve to benefit the health, safety and welfare of the public; and

WHEREAS, the Mayor and Council of the City agree with the Equity Committee's determination in this regard, and believe that the proposed residency requirement will help to promote positive relations between the police/fire and the local communities they serve; and

WHEREAS, with the above considerations in mind, the Mayor and Council wish to formally support S-685, and to urge the New Jersey State Legislature to approve this pending legislation as soon as possible.

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

1. That the Governing Body of the City of Asbury Park does hereby support the passage and enactment of S-685, which would permit municipal, county and regional police and fire forces to establish a five-year residency requirement for police and firefighters.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Governor Phil Murphy;
 - b. Senate President Stephen M. Sweeney;
 - c. Speaker of the General Assembly Craig Coughlin;
 - d. Senator Vin Gopal;
 - e. Assemblywoman Joann Downey;
 - f. Assemblyman Eric Houghtaling;
 - g. New Jersey League of Municipalities;
 - h. Donna M. Vieiro, City Manager;
 - i. Michael J. Manzella, Deputy City Manager; and
 - j. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-272 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-23**

**AN ORDINANCE AMENDING SECTION 7-27, ENTITLED “LOADING ZONES” OF
CHAPTER VII, “TRAFFIC,” OF THE “CODE OF THE CITY OF ASBURY PARK,
NEW JERSEY” TO ESTABLISH NEW LOADING ZONES ALONG MAIN STREET (SR
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WHEREAS, the City of Asbury Park (the “City”) previously designated certain regulations prohibiting parking in areas designated for the loading and unloading of goods and materials, as set forth in Section 7-27, entitled “Loading Zones” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Director of Transportation on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

§ 7-27 Loading Zones.

[2000 Code § 7-27; Ord. No. 2244 § 1; Ord. No. 2334 § 1; Ord. No. 3086; Ord. No. 2015-03]

Editor's Note: Minimum length for all Loading Zones is 50 feet. No Loading Zone may be established in any area where it is prohibited to stop, stand or park by N.J.S.A. 39:4-136.

The locations described are hereby designated as Loading Zones. No person shall park a vehicle in these locations during the times indicated other than for the loading or unloading of goods and materials.

Loading Zones		
Name of Street	Side	Location
Main Street	a. North	Beginning at a point 19 feet north from the southerly curblineline of Lake Avenue and extending to a point 50 feet northerly therefrom
	b. North	Beginning at the northerly curblineline of Sewall Avenue and extending to a point 50 feet southerly therefrom

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-23 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-24**

AN ORDINANCE AMENDING SECTION 7-13, ENTITLED “PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS” OF CHAPTER VII, “TRAFFIC,” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY” TO ESTABLISH NEW RESTRICTIONS RELATED TO PROHIBITED PARKING AT ALL TIMES ON ASBURY AVENUE AND SPRINGWOOD AVENUE

WHEREAS, the City of Asbury Park (the “City”) previously designated certain regulations prohibiting parking on certain streets, as set forth in Section 7-13, entitled “Parking Prohibited at All Times on Certain Streets” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Director of Transportation on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

§ 7-13 Parking Prohibited at All Times on Certain Streets.

[2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015--28; Ord. No. 2017-42; Ord. No. 2018-38; amended 5-8-2019 by Ord. No. 2019-18]]

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for.

Parking Prohibited at All Times on Certain Streets

Name of Street	Sides	Location
Asbury Avenue	South	Between Memorial Drive and State Route 71 Main Street
Asbury Avenue	North	Beginning at a point 109 feet from the easterly curblineline of Main Street and continuing 100 feet easterly therefrom
Springwood Avenue	South	Between Memorial Drive and State Route 71 Main Street

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-24 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-25**

AN ORDINANCE PROHIBITING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING ARTICLE VI, ENTITLED “ZONING,” OF CHAPTER 30, “LAND DEVELOPMENT REGULATIONS,” OF THE “CODE OF THE CITY OF ASBURY PARK,” AS WELL AS AMENDING AND SUPPLEMENTING ALL EXISTING REDEVELOPMENT PLANS RELATING TO ALL REDEVELOPMENT AREAS OF THE CITY OF ASBURY PARK ACCORDINGLY.

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;

- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, section 31b of the Act authorizes municipalities by ordinance to prohibit the operation of any one or more classes of cannabis establishments, distributors, or delivery services anywhere in the municipality; and

WHEREAS, section 31b of the Act also stipulates, however, that any municipal regulation or prohibition must be adopted within 180 days of the effective date of the Act (*i.e.*, by August 22, 2021); and

WHEREAS, pursuant to section 31b of the Act, the failure to do so shall mean that for a period of five years thereafter, the growing, cultivating, manufacturing, selling and reselling of cannabis and cannabis items shall be permitted uses in all industrial zones, and the retail selling of cannabis items to consumers shall be a conditional use in all commercial and retail zones; and

WHEREAS, at the conclusion of the initial and any subsequent five-year period following a failure to enact local regulations or prohibitions, the municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, but any such ordinance would be prospective only and would not apply to any cannabis business already operating within the municipality; and

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, and State of New Jersey, have determined that, due to present uncertainties regarding the potential future impacts that allowing one or more classes of cannabis business might have on New Jersey municipalities in general, and on the City in particular, it is at this time necessary and appropriate, and in the best interest of the health, safety and welfare of the City’s residents and members of the public who visit, travel, or conduct business in the City, to prohibit all manner of marijuana-related land use and development within the geographic boundaries of the City, and to amend the City’s zoning regulations accordingly; and

WHEREAS, officials from two prominent non-profit organizations that have been

established for the purpose of advising New Jersey municipalities on legal matters such as have been presented by the Act (those organizations being the New Jersey State League of Municipalities and the New Jersey Institute of Local Government Attorneys) have strongly urged that, due to the complexity and novelty of the Act; the many areas of municipal law that are or may be implicated in decisions as to whether or to what extent cannabis or medical cannabis should be permitted for land use purposes or otherwise regulated in any particular municipality; and the relatively short duration in which the Act would allow such decisions to be made before imposing an automatic authorization of such uses in specified zoning districts subject to unspecified conditions, the most prudent course of action for all municipalities, whether or not generally in favor of cannabis or medical cannabis land development and uses, would be to prohibit all such uses within the Act's 180-day period in order to ensure sufficient time to carefully review all aspects of the Act and its impacts.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that, pursuant to section 31b of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16) (the "Act"), all cannabis establishments, cannabis distributors and/or cannabis delivery services, as those terms are defined in the Act, are hereby prohibited from locating and/or operating anywhere within the geographical boundaries of the City, except that the delivery of cannabis items and related supplies by a delivery service within the City shall be permitted.

BE IT FURTHER ORDAINED, that Article VI, entitled "Zoning," of Chapter 30, "Land Development Regulations," of the "Code of the City of Asbury Park" (the "City Code") is hereby amended and supplemented in order to establish a new Section thereof, to be known as Section 30-78, entitled "Cannabis," as follows:

§ 30-78. CANNABIS

§ 30-78.1. Scope and Purpose; Authority.

The purpose of this ordinance is to prohibit, within the geographical boundaries of the City of Asbury Park (the “City”), the location and/or operation of all classes of cannabis establishments or cannabis distributors or cannabis delivery services, as said terms are defined in section 3 of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16) (the “Act”), but not the delivery of cannabis items and related supplies by a delivery service.

This ordinance is adopted pursuant to the authority set forth in section 31b of the Act.

§ 30-78.2. Cannabis Operations Prohibited.

The location and/or operation of all classes of cannabis establishments or cannabis distributors or cannabis delivery services, as said terms are defined in section 3 of the Act, but not the delivery of cannabis items and related supplies by a delivery service, is hereby prohibited within the geographical boundaries of the City.

BE IT FURTHER ORDAINED, that all Redevelopment Plans heretofore adopted by the City are hereby revised to prohibit the location and/or operation of all classes of cannabis establishments or cannabis distributors or cannabis delivery services, as said terms are defined in section 3 of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16), within all Redevelopment Areas of the City, but not the delivery of cannabis items and related supplies by a delivery service.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances, that are 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).

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-25 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE

CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-18**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE AMENDMENT
TO CERTAIN FINANCIAL AGREEMENTS WITHIN THE CITY**

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the “**City**”) has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, under the provisions of the *Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.* (the “**LTTE Law**”), the City entered into various Financial Agreements which provide for payments in lieu of taxes on redevelopment projects with: (i) Griffin Urban Renewal, LLC, for the property located at Block 3101, Lot 5, in the City (the “**Griffin Property**”) in the Central Business District Redevelopment Area (the “**Griffin Project**”); (ii) Paramount Homes at Asbury Beach Urban Renewal, L.L.C., for the property located at Block 4202, Lots 1-8 in the City (the “**Paramount Property**”, in the Waterfront Redevelopment Area (the “**Paramount Project**”); and (iii) St. James Urban Renewal Associates, LLC, for the property located at Block 3207 Lots 1-3 (the “**St. James Property**”, together with the Griffin Property and the Paramount Property, the “**Properties**”), in the Waterfront Redevelopment Area (the “**St. James Project**”, together with the Griffin Project and the Paramount Project, (the “**Projects**”); and

WHEREAS, the Financial Agreements for each of the Projects contemplated the Projects, in part or in full would have for sale condominium units (each a Unit as defined under each Financial Agreement) to be sold to Unit Purchasers (as such term is defined in each Financial Agreement) ; and

WHEREAS, the Financial Agreements for the Projects as currently contemplated can cause the unintended consequence that the Unit Purchaser’s Annual Service Charge and administrative fee payable to the City may be in excess of the ad valorem taxation that would be otherwise charged on such Unit absent the financial agreement; and

WHEREAS, the City desires to, provide relief to the Unit Purchasers by making the maximum amount of the Annual Service Charge together with the administrative fee payable to the City for any Unit Purchaser be equal to the amount that the Unit Purchaser would be

otherwise required to pay in ad valorem taxes in any given year (beginning tax year 2021 and ending upon the respective PILOT term of each unit).

NOW THEREFORE BE IT ORDAINED by the Municipal Council of the City of Asbury Park, in the County of Monmouth, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. AMENDMENT OF THE FINANCIAL AGREEMENTS FOR THE PROJECTS TO PROVIDE THAT ANNUAL PAYMENTS NOT EXCEED AD VALOREM TAXES THAT WOULD OTHERWISE BE CHARGED ABSENT THE FINANCIAL AGREEMENT.

(a) Beginning in tax year 2021 and ending upon the respective PILOT term of each individual unit, no Unit Purchaser shall pay an Annual Service Charge together with the administrative fee as part of a Financial Agreement, an amount greater than would otherwise be paid in ad valorem taxes for that Unit in any given year. Any and all provisions contained in Financial Agreements for the Projects which are inconsistent with this Ordinance are hereby amended to reflect that payments made shall be the lesser of either the amount specified in the Financial Agreement or the applicable ad valorem taxes which would otherwise be due.

(b) The City recognizes that State statute (N.J.S.A 54:3-21b) prescribes as follows: “No taxpayer or taxing district shall be entitled to appeal either an assessment or an exemption or both that is based on a financial agreement subject to the provisions of the ‘Long Term Tax Exemption Law’ under the appeals process set forth in subsection a. of this section”

(c) The City’s Chief Financial Officer, Tax Assessor and/or Tax Collector, or their designees, are hereby authorized to take any and all actions necessary to effectuate this Ordinance.

(d) The Mayor and/or his designee is hereby authorized to take any and all action necessary to effectuate this Ordinance.

(e) This amendment shall not be retroactive for any year prior to 2021.

III. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

IV. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the City.

V. EFFECTIVE DATE

This Ordinance shall take effect according to law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-18 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-19**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS (CHAPTER VII) DESIGNATING WATERFRONT
PARKING FOR ELECTRIC OR PLUG-IN HYBRID VEHICLES**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning electric vehicle parking within the City; and

WHEREAS, since the adoption of the previous regulations, Greenspot JC, LLC, which was awarded a contract by the City to install EV charging stations and operate an EV car sharing service in the City, was awarded a grant from the NJ Department of Environmental Protection to install eight (8) dual-port electric vehicle chargers; and

WHEREAS, the installation of eight (8) dual-port electric vehicle chargers would result in the ability to provide electric vehicle charging for an additional four (4) parking spaces in the City; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-43 PARKING FOR ELECTRIC OR PLUG-IN HYBRID VEHICLES.

7-43.2 Electric Vehicle Charging Area.

No person shall park a vehicle upon any of the streets or parts thereof listed below except an electric or hybrid plug-in vehicle.

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Sunset Avenue	South	Beginning at a point 25 feet from the westerly curbline of Webb Street and continuing 70 feet westerly therefrom (total of 6 parking spaces)
Seventh Avenue	North	Beginning at a point 35 feet from the easterly

		curbline of Kingsley Street and continuing 52 feet easterly therefrom (total of 4 parking spaces)
Mattison Avenue	North	Beginning at a point 25 feet from the westerly curbline of Bond Street and continuing 100 feet westerly therefrom (total of 4 spaces)
Springwood Avenue	North	Beginning at a point 25 feet from the easterly curbline of Union Avenue and continuing 150 feet easterly therefrom (total of 6 spaces)

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-19 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-22**

AN ORDINANCE AMENDING ORDINANCE NO. 2021-5, ENTITLED “AN ORDINANCE ESTABLISHING A RENT LEVELING BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING THE CODE OF THE CITY OF ASBURY PARK TO ESTABLISH A NEW CHAPTER 15 THEREOF, WHICH SHALL BE ENTITLED ‘RENT LEVELING REGULATIONS.’”

WHEREAS, on March 10, 2021, the Mayor and Council of the City of Asbury Park (the “City”) adopted Ordinance No. 2021-5, entitled as follows: “An Ordinance Establishing A Rent Leveling Board As Well As Rules That Regulate The Price Of Rent And Rate Of Rent Increase For Certain Rental Housing Within The City Of Asbury Park, And Amending And Supplementing The Code Of The City Of Asbury Park To Establish A New Chapter 15 Thereof, Which Shall Be Entitled ‘Rent Leveling Regulations’” (also referenced as the “Ordinance”); and

WHEREAS, the Ordinance will become effective on June 1, 2021; and

WHEREAS, among other things, the Ordinance establishes a Rent Leveling Board that shall be composed of seven (7) members, which Board shall have certain powers and duties as set forth in the Ordinance; and

WHEREAS, the Mayor and Council believe that it would be advantageous and in furtherance of the best interests of the residents of the City to amend the Ordinance in order to provide for the establishment and appointment of two (2) alternate members to also serve on the Board, who shall be permitted to participate in the discussions undertaken by the Board but who shall not be permitted vote on any matters before the Board except in the absence or disqualification of any regular member of the Board.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 15-15, entitled, “Rent Leveling Board,” of Ordinance No. 2021-5, as identified above, is hereby amended and supplemented in the following limited respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

§ 15-15. Rent Leveling Board.

A. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board to administer this Chapter under the direction and supervision of the Department of Finance or other Department

as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.

2. The Board shall consist of seven (7) regular and two (2) alternate members appointed by the Municipal Council via resolution. The regular members of the Board shall consist of not less than two (2) tenants and not less than two (2) landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park. Alternate members shall be designated at the time of appointment as "Alternate No. 1" and "Alternate No. 2." Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.
3. ~~Said~~ The regular members of said Rent Leveling Board shall serve three-year terms following the initial appointments. The initial Board member terms of the regular members shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members beyond the initial term shall be for three (3) years each. The initial terms of the alternate members shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) year term. All terms of alternate members beyond the initial term shall be for three (3) years each.
4. A quorum for a hearing shall consist of not less than four (4) members.
5. One (1) member shall be elected chairperson for a one (1) year term at the first meeting of the calendar year by the Board members. One (1) member shall be elected vice-chairperson for a one (1) year term at the first meeting of the calendar year by the Board members.
6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.
8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
9. A vacancy during the term of any member shall be filled for the unexpired portion thereof only in the same manner as the initial appointment.

B. Attendance.

1. Whenever a member of the Rent Leveling Board has not been present at three (3) consecutive meetings of the Board, then the remaining members of the Board shall determine by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate personal concern, such as illness, the member's absence shall be

excused. However, if the Board determines that the personal concern is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the Municipal Council to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d). The Municipal Council shall review the Board's request and may replace the Board member. Replacement of the Board member shall be at the sole discretion of the Municipal Council.

C. Meetings and Dockets.

1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ordinance. At minimum, a meeting shall be held within every sixty (60) day period. Special meetings may be scheduled at the discretion of the Board.
2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.

D. Language.

1. All rules, notices, orders, rulings and regulations of the Rent Leveling Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member or involved party, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.

E. Rights and authority of the Board.

1. The Rent Leveling Board shall have the right to exercise, in addition to other powers herein granted, all powers necessary and appropriate to carry out and execute the purpose of this entire Chapter, including the right to the exercise of equitable authority to depart from the strict interpretation of the provisions of this Chapter in instances where justice and fairness requires equitable intervention. Equitable authority should only be exercised in truly exceptional circumstances where justice and fairness so demand.
2. These powers of equity do not permit the Rent Leveling Board to act in contradiction to the purposes of this Chapter nor in an arbitrary, capricious or unreasonable manner. Notwithstanding this general power of equity, the Rent Leveling Board shall also have the following powers:
 - a) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this Chapter, provided said rules and regulations are not in conflict with this Chapter or State statute, and which rules and regulations shall have the force of law until revised, repealed or amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the Municipal Clerk.
 - b) To supply information and assistance to landlords and tenants to help them

comply with the provision of this Chapter, municipal code, and State law and regulations.

- c) To hold hearings and adjudicate applications and complaints from landlord/tenants pursuant to this Chapter. Said Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination, with or without counsel. All determinations shall be in writing with copies to any parties of record.
 - d) To require the production of books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require and deem necessary for its determination.
3. Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in writing.

F. Appeals of Rent Leveling Board Decisions.

- 1. Any determination of the Rent Leveling Board shall be deemed a final determination by the City. Either the landlord or tenant may appeal the findings of the Rent Leveling Board to the Law Division of the Superior Court in accordance with New Jersey Court Rules.

BE IT FURTHER ORDAINED, that the remaining portions of Ordinance No. 2021-5 which are not shown as being revised above shall remain unchanged and in full force and effect.

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 an emergency is hereby declared so that the provisions of this Ordinance shall take effect immediately following its adoption, rather than twenty (20) days after its final passage, per N.J.S.A. 40:69A-181(b).

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-22 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-273

The Opt Out Ordinance is based upon the model ordinance which has been prepared and endorsed by the New Jersey League of Municipalities;



RESOLUTION NO. 2021-273

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

A RESOLUTION REFERRING THE PROPOSED CANNABIS “OPT OUT” ORDINANCE TO THE PLANNING BOARD PURSUANT TO THE NEW JERSEY MUNICIPAL LAND USE LAW.

WHEREAS, on May 26, 2021, the Mayor and Council of the City of Asbury Park (the “City”) intend to introduce an Ordinance which is generally known as the Cannabis “Opt Out” Ordinance which will prohibit the location and/or operation of all classes of cannabis establishments or cannabis distributors or cannabis delivery services (but not the delivery of cannabis items and related supplies by a delivery service) within the geographical boundaries of the City; and

WHEREAS, the Ordinance is captioned as follows: “An Ordinance Prohibiting the Operation of Any Class of Cannabis Businesses Within the Geographical Boundaries of the City of Asbury Park, and Amending and Supplementing Article VI, entitled ‘Zoning,’ of Chapter 30, ‘Land Development Regulations,’ of the ‘Code of the City of Asbury Park,’ as Well as Amending and Supplementing All Existing Redevelopment Plans Relating to All Redevelopment Areas of the City of Asbury Park Accordingly” (the “Opt Out Ordinance”); and

WHEREAS, the Opt Out Ordinance is based upon the model ordinance which has been prepared and endorsed by the New Jersey League of Municipalities; and

WHEREAS, the purpose of the Opt Out Ordinance is to ensure that the City takes formal action relating to cannabis uses/licenses prior to the expiration of the 180-day time period specified in the “New Jersey Cannabis Regulatory Enforcement Assistance, and Market Place Modernization Act” (the “Act”), which is also known as P.L.2021, c.16, and which legalizes the recreational use of marijuana by adults 21 years of age or older; and

WHEREAS, due to present uncertainties regarding the potential future impacts of allowing one or more classes of cannabis businesses to locate and operate within the geographical boundaries of the City, the Mayor and Council believe that it is necessary and appropriate, and in the best interest of the health, safety and welfare of the City’s residents, to opt out at the current time, with the understanding that the City may determine to opt back in with regard to one or more of the classes of cannabis licenses at some point in the future, in the discretion of the City; and

WHEREAS, the Opt Out Ordinance will amend and supplement the zoning regulations

of the City, which are found in Chapter 30, “Land Development Regulations,” of the Code of the City of Asbury Park; and

WHEREAS, the New Jersey Municipal Land Use Law, specifically at N.J.S.A. 40:55D-26 and -62, requires a referral to the Planning Board of any development regulation or amendment thereto, so that the Planning Board may review the proposed legislation and determine whether it is consistent with the Master Plan and/or to make any other recommendations that it deems appropriate to the Governing Body; and

WHEREAS, in accordance with the above referenced statutes, the Mayor and Council of the City of Asbury Park now wish to refer the Opt Out Ordinance to the Planning Board for a determination as to its consistency with the City’s Master Plan and/or for any other recommendations that the Planning Board deems appropriate.

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, as follows:

1. That the Opt Out Ordinance is hereby referred to the Planning Board so that the Planning Board may review the same and determine whether it is consistent with the Master Plan and/or to make any other recommendations that the Planning Board deems appropriate to the Governing Body, in accordance with the N.J. Municipal Land Use Law.
2. That, pursuant to N.J.S.A. 40:55D-26, the Planning Board’s review of the proposed revisions to the City’s existing Land Development Regulations shall be completed within a period of thirty five (35) days after referral, or else the Mayor and Council shall be relieved of the referral requirement.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Asbury Park Planning Board;
 - b. Jack Serpico, Esq., Planning Board Attorney;
 - c. Donna M. Vieiro, City Manager;
 - d. Michele Alonso, Director of Planning & Redevelopment; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-273 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 26, 2021
RESOLUTION SUMMARY

2021-274

Confirming terms of the Rent Leveling Board and appointing Alternate Members.



RESOLUTION NO. 2021-274

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

A RESOLUTION CONFIRMING THE TERMS OF THE REGULAR MEMBERS OF THE RENT LEVELING BOARD, AND APPOINTING ALTERNATE MEMBERS TO THE BOARD.

WHEREAS, on May 12, 2021, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2021-241, which appointed seven (7) regular members to the Rent Leveling Board (the “Board”), effective as of June 1, 2021; and

WHEREAS, the Mayor and Council wish to confirm the initial terms of the said regular members, and to appoint two (2) alternate members to the Board.

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

1. That the initial terms of the seven (7) regular members of the Board, who were appointed via Resolution No. 2021-241 on May 12, 2021, are hereby confirmed as follows:
 - (a) Tenant Members:
 - **Ladina Alls** shall serve for an initial term expiring on 12/31/2021; and
 - **Alyson Guida** shall serve for an initial term expiring on 12/31/2021.
 - (b) Landlord Members:
 - **Peter Siegel** shall serve for an initial term expiring on 12/31/2021; and
 - **Mark Hadnett** shall serve for an initial term expiring on 12/31/2021.
 - (c) Other residents/property owners:
 - **Jessie Ricks** shall serve for an initial term expiring on 12/31/2021;
 - **Christian Hubert** shall serve for an initial term expiring on 12/31/2021; and
 - **Derek M. Bloom** shall serve for an initial term expiring on 12/31/2021.
2. That the following individuals are hereby appointed to serve as alternate members

of the Board as follows:

- **Jama Shelton**, who shall be designated as “Alternate No. 1,” for a term to expire on 12/31/2021; and
 - **Nydia Fontane**, who shall be designated as “Alternate No. 2,” for a term to expire on 12/31/2021.
3. That should the status of any of the above appointees change such that they are no longer a tenant, landlord or resident/property owner of the City of Asbury Park, as the case may be, then the appointee(s) must notify the City Clerk immediately. In such cases their appointment(s) to serve on the Board shall cease and a replacement member shall be appointed by the Mayor and Council to fill the vacancy.
3. That a certified copy of this Resolution shall be provided to each of the following:
- a. Each Appointee referenced above;
 - b. Donna M. Vieiro, City Manager;
 - c. Michael J. Manzella, Deputy City Manager; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-274 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

CERTIFIED BY ME THIS 27th DAY OF May, 2021.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 26, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-242 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

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

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

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

Special Event Applications

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

Matters form City Council

Council member Chapman stated, I wanted to let everyone know that the Asbury Park Fire Department Memorial Day service will be held on Monday, May 31st at 9:00AM in Fireman's Park on Main Street between 5th and Sunset. Hope to see everyone there. Cookman Avenue Live will be a series of acoustic music concerts on the 700 block of Cookman Avenue, Friday evenings from 7:00PM to 9:00PM and Sunday afternoons from 3:00PM to 5:00PM. It will run Memorial Day through Labor Day. I hope everyone has a safe, and healthy and happy Memorial Day weekend.

Council member Clayton stated, I would like to invite you tomorrow night, the Quality of Life and Mayor's Wellness Committee, we're having a safe street summer kickoff. You can have your bicycle serviced. We are giving away helmets and lights. There is going to be a bike safety workshop, and also one for scooters, and there will be health screenings. It will take place in the parking lot of the transportation center. You can enter from Springwood Avenue, it faces Main Street. We are inviting everybody to come out, so I hope we'll see you tomorrow evening between the hours of 6:00PM and 8:00PM.

Council member Kendle stated, first of all I'd like to say that this is my own personal statement and my feelings towards it, and that's wearing a mask. Let me just give a little update of what happened to me over the week. I had this gentleman come over to my house, I offered him a mask, I asked him if he had a shot and he did not have a shot and did not want to take the mask so I asked him to leave. 24 hours after that I get a call saying that this gentleman is in the hospital in critical condition. I'm just concerned about my people in Asbury Park. A lot of people haven't gotten the shot and a lot of people did, but a lot of people are not wearing masks now. I just ask everyone to be careful, it's very important. Just don't trust everyone that you're face to face with. Just be careful. Thank you.

Deputy Mayor Quinn stated, I would like to thank the Asbury Park Public Arts Commission, the Asbury Park Art Council, and Monmouth County Arts for providing us with a couple of grants for the 14 panels existing around the city. 80% of them are done by local artists. I also want to thank the Department of Public Works who put together the panels. And much appreciated, Council woman Eileen Chapman and the City of Asbury Park for getting that project going. It's great. I can't tell you how many people have stopped me over the last few days to talk about what they think of the murals and I just want to thank everybody involved.

Mayor Moor stated, update from the last meeting, there were a couple residents that said 20 years ago the city had 53 police officers. We've researched that, and as I thought they were wrong. 20 years ago the city had 83 police officers. That's all I have because I'm going to leave the good news, as far as the city reopening and the city manager will give us all of those facts now.

Matters form City Manager

City Manager, Donna Vieiro stated, as the Mayor mentioned we are going to reopen City Hall and all of our city facilities starting June 1st. When you come to visit City Hall, we ask that you still wear a mask when you're inside the building. When you enter the building you will be asked to register with our receptionist who will notify the department that you're looking to visit and

we will notify the department provided there are not that many people at that department, you will be allowed to go to that department to do your business. As I mentioned, we will be requiring people to wear masks in all city facilities, and this will be until that has changed. We ask that you be respectful to our staff and others. For those who are not willing to wear a mask, we can still work with you outside as we have been. Our senior center will also be reopening for the seniors probably in the early part of July. The VNA will be finishing up their vaccination schedule there. We are not stopping vaccinations in the city, there will still be other opportunities for vaccinations that we'll keep everyone apprised of. Also, our library will be opening as well next week. We look forward to welcoming everyone back to City Hall, we just ask that you wear a mask, be patient with us, and be kind to one another.

Matters from City Attorney

I wish to let the public know that the City Council's consideration of the Cannabis Opt-Out Ordinance this evening does not mean that the City Council is opposed to cannabis, nor that the Council will not consider allowing cannabis establishments to locate within the City as we move forward. Rather, the Council's potential adoption of the Opt-Out ordinance is simply intended to maintain the "status quo" while the City undertakes a more thorough and detailed review of whether, and to what extent, the City may wish to allow cannabis establishments to locate within the City. This review will involve an analysis of the various classes of cannabis licenses and their suitability in the various Zoning Districts and Redevelopment Areas of the City, along with any potential conditions/restrictions that the City may wish to impose on any of the types of cannabis establishments that the City wishes to allow. This review will take time, and will involve input from the Planning Board, along with City staff members and professionals. City officials have recognized that it would be extremely challenging to undertake a careful review of all these matters and to take formal action (involving both the Council and Planning Board) prior to the deadline set by the new law. Unfortunately, the new law only provides municipalities with 180 days from the approval of the law to take action. The new law was approved on **Feb. 22, 2021**, so the deadline to act is **August 20, 2021**. A municipality's **failure** to enact an Ordinance within that time period will cause the municipality to suffer adverse consequences. As such, City officials have recommended the adoption of the Opt-Out Ordinance for the time being, while the City undertakes the more detailed study that I referenced earlier. The City may then determine at a later date to opt back in, to whatever degree the City deems appropriate, but without the pressure of being under the time constraint set forth in the new law. It should be noted that the N.J. League of Municipalities supports this approach and has prepared a model Opt-Out Ordinance for all N.J. municipalities to consider. The A.P. Ordinance is based on the NJLOM model Ordinance.

PUBLIC PARTICIPATION

A motion was made by Council member Clayton 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 made a comment about Council member Eileen Chapman and the Ansell, Grimm Aaron Law Firm; Peter Siegel made a comment about the Asbury Park reopening and Ernest Mignoli; Sylvia Sylvia made a comment about the Asbury Park reopening, public art, and 94.3 The Point radio station; Michelle Gladden made a comment about public art; Rita Marano made a comment about liquor licenses, keystone purchasing, rent leveling board attorney, and Sunset lake; Hugh Giordano, Jaime Van Sciver, and Marina Rebmman all made comments about the Ordinance regarding Cannabis businesses.

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

MINUTES

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

1. Municipal Council Executive Meeting May 12, 2021 4:00 PM
2. Municipal Council - Regular Meeting - May 12, 2021 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2021-243 Resolution Approving Special Event Applications

2021-244 Resolution to Credit Sewer Account B-3006 L-8 1503 Bond St

2021-245 Resolution Approving 2021-2022 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2021-246 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Raspberry Moon, Inc.-d/b/a/ Moonstruck Restaurant & lounge in the City of Asbury Park, County of Monmouth, New Jersey

2021-247 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Asbury Lanes, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2021-248 Resolution Approving 2021-2022 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey

2021-249 Resolution Approving 2021-2022 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2021-250 Resolution Approving 2021-2022 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey

- 2021-251 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Pettibone Paradise, LLC, d/b/a Empress Hotel/Paradise in the City of Asbury Park, County of Monmouth, New Jersey
- 2021-252 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2021-253 Resolution Approving 2021-2022 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey
- 2021-254 Resolution Approving a Liquor License with Special Conditions for D.B. Ventures, LLC d/b/a Johnny Mac's for the 2020-2021 Licensing Year
- 2021-255 Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2021-2022 Licensing Year
- 2021-275 Resolution Approving 2021-2022 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2021-276 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Enigma Restaurant in the City of Asbury Park, County of Monmouth, New Jersey
- 2021-277 Resolution Approving 2021-2022 Alcoholic Beverage Control License for Hemmings at Asbury, LLC.-d/b/a/ Pascal & Sabine in the City of Asbury Park, County of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

- 2021-278 Resolution to Amend 2021 Calendar Year Budget

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

- 2021-256 Adoption of the 2021 Municipal Budget

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

- 2021-257 Resolution Approving Payment of Bills

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

2021-258 Resolution Authorizing the Repairs of Influent Pump #1 at the Sewer Plant

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

2021-259 Resolution Authorizing the Purchase of Trash and Recycling Cans

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

2021-260 Resolution Approving Change Order #1 for Asbury & Ridge Avenue Traffic Signal Improvements

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

2021-261 Resolution Awarding Contract for Emergency Medical Services Billing

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

2021-262 Appointing the Firm of Marotta & Garvey to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.

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

2021-263 Resolution Authorizing Membership with the Keystone Purchasing Network Cooperative Purchasing Program

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

2021-264 Resolution to Approve Person to Person Liquor License Transfer from DB Ventures, LLC to Johnny Mac House of Spirits, LLC (1303-33-051-009)

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

2021-265 Resolution Rescinding Payments To Wakefern Food Corporation And Approving Funds To Fulfill Foodbank Of Monmouth And Ocean County.

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

2021-266 Resolution Approving Funds to Interfaith Neighbors for Emergency Food Assistance for Residents of Asbury Park

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

2021-267 Resolution Authorizing Grant Funding for Asbury Park Small Businesses through the Community Development Block Grant (CDBG/CV) Cares Act Funds

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

2021-268 Resolution Authorizing a Substantial Amendment to the City's Community Development Block Grant (CDBG) Annual Action Plan Fiscal Year 2021

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

2021-269 Resolution Authorizing the Display of An Organizational Flag (Celebrating LGBTQ Pride Month) On A City Flagpole

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

2021-270 A Resolution of The Mayor And Council of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval For A Roof Top Deck To 1401 Ocean Avenue, LLC, as Subsequent Developer; And Referring The Matter To The Planning Board For Appropriate Approvals.

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

2021-271 A Resolution Supporting Pending Legislation (S-2963) Which Would Authorize the Creation of Local Civilian Review Boards To Review Police Operations and Conduct.

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

2021-272 A Resolution Supporting Pending Legislation (S-685) Which Would Permit Municipal, County and Regional Police and Fire Forces to Establish A Five-Year Residency Requirement For Police and Firefighters

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

ORDINANCES

Introduction

2021-23 An Ordinance Amending Section 7-27, Entitled “Loading Zones” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey” to Establish New Loading Zones Along Main Street (SR 71)

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/23/2021 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-24 An Ordinance Amending Section 7-13, Entitled “Parking Prohibited at All Times on Certain Streets” of Chapter VII, “Traffic,” of the “Code of the City of Asbury Park, New Jersey” to Establish New Restrictions Related to Prohibited Parking at All Times on Asbury Avenue and Springwood Avenue

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/23/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-25 An Ordinance Prohibiting The Operation of Any Class Of Cannabis Businesses Within The Geographical Boundaries of The City of Asbury Park, and Amending And Supplementing Article VI, Entitled “Zoning,” Of Chapter 30, “Land Development

Regulations,” of The “Code Of The City of Asbury Park,” As Well As Amending And Supplementing All Existing Redevelopment Plans Relating To All Redevelopment Areas of The City of Asbury Park Accordingly.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/14/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Public Hearing/Second Reading

2021-18 Ordinance of The City of Asbury Park Authorizing the Amendment to Certain Financial Agreements Within the City

A motion to open 2021-18 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Ernest Mignoli and Rita Marano.

A motion to close 2021-18 was made by Deputy Mayor Quinn and seconded by Council member Clayton.

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

2021-19 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Waterfront Parking for Electric or Plug-In Hybrid Vehicles

A motion to open 2021-19 to the public was made by Council member Kendle and seconded by Council member Chapman. All in favor. The following members of the public spoke: Ernest Mignoli, Rita Marano, and Marina Rebmann.

A motion to close 2021-19 was made by Council member Chapman and seconded by Council member Kendle.

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

2021-22 An Ordinance Amending Ordinance No. 2021-5, Entitled “An Ordinance Establishing A Rent Leveling Board as Well as Rules That Regulate the Price of Rent and Rate of Rent Increase for Certain Rental Housing Within the City of Asbury Park, And Amending and Supplementing the Code of The City of Asbury Park to Establish A New Chapter 15 Thereof, Which Shall Be Entitled ‘Rent Leveling Regulations.’”

A motion to open 2021-22 to the public was made by Council member Chapman and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli, Rita Marano, and Felicia Simmons.

A motion to close 2021-22 was made by Council member Chapman and seconded by Council member Kendle.

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

Individual Resolution

2021-273 A Resolution Referring the Proposed Cannabis “Opt Out” Ordinance to The Planning Board Pursuant to The New Jersey Municipal Land Use Law.

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

2021-274 A Resolution Confirming the Terms of The Regular Members Of The Rent Leveling Board, And Appointing Alternate Members to The Board.

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

ADJOURNMENT

The meeting was adjourned at 7:38 PM

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor. Meeting was adjourned at 7:38 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk